POLICY - 5000 SERIES
PERSONNEL

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TROY SCHOOL DISTRICT #287

5000 – PERSONNEL

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5000 – PERSONNEL

Board Goals/Personnel **5000**

The goal of the Board of Trustees is to provide an educational program of the highest possible standards. Success in attaining this goal is dependent in large measure upon the competency of the professional staff and of those who serve in direct supporting positions to the instructional program of the school.

It is the policy of the Board to recruit and retain the highest caliber of professional, certificated personnel and non-certificated employees; to encourage the continued professional preparation of all certificated personnel; and to appoint all personnel only upon the recommendation of the Superintendent.

All District employees are at all times subject to the authority of the Superintendent or designee and to such rules and regulations as he or she may from time to time issue with the consent of the Board.

Nothing contained in the policies or administrative procedures included herein is intended to limit the legal rights of the Board or its agents except as expressly stated.

Should any provision of Board policy or administrative procedure be held to be illegal by a court of competent jurisdiction, all remaining provisions shall continue in full force and effect.

Legal Reference: I.C. 33-506
I.C. 33-513(2)

Policy History:
Adopted on: 1/8/07
Revised on: 11/12/07, 11/11/08

Troy School District 287

PERSONNEL **5100**

Hiring Process and Criteria

The Board of Trustees has the legal responsibility of hiring all employees. The Board assigns to the Superintendent the process of recruiting personnel and hiring all classified personnel. The Superintendent may involve various administrative and teaching staff as may be needed in recruiting potential personnel. All certificated personnel selected for employment must be recommended by the Superintendent or designee and approved by the Board. All personnel selected for employment must also go through the applicable screening process outlined in Idaho Code 33-1210.

To aid in obtaining quality staff members, the following non-exclusive list of factors will be considered, along with any other factors relevant to the position: qualifications, training, experience, personality, character, and ability to relate well with students. Every effort will be made to maintain wide diversity in staff experience and educational preparation. However, the welfare of the children of the District will be a paramount consideration in the selection of teachers and administrators.

All applicants applying for a certificated position who are pursuing an alternate route to certification shall be considered on a case-by-case basis. They must hold or demonstrate ability to hold any state certification required for the position and demonstrate they meet the alternate route requirements.

Except where otherwise specified, this policy applies to the hiring of all certificated and classified staff members in the District except for the Superintendent. This policy shall be made available to any District employee or person seeking employment with the District.

Guidelines

1. There will be no discrimination in the hiring process. See Policy 5120.

2. If the vacant position is that of the Superintendent, the hiring process and the review of all applicants is the responsibility of the Board of Trustees.

3. Applicants for teaching and administrative positions shall provide evidence of meeting State requirements for certification as described below and sign a statement authorizing current and past school district employers, including those outside the state of Idaho, to release to the District all information relating to job performance or job-related conduct, and making available to the District copies of all documents in the applicant's previous personnel files, investigative, or other files. Such statement will also release the applicant's current and past employers from any liability for providing such information and documentation. Applicants who do not sign the statement/release shall not be considered for employment. The District will consider information received from current and past school district employers only for the purpose of evaluating applicants'

qualifications for employment in the position for which they have applied. No District employees shall disclose this information to anyone, other than the applicant, who is not directly involved in the process of evaluating the applicants' qualifications for employment. Applicants may be employed on a non-contracted provisional basis as allowed by law. Applicants shall not be prevented from gaining employment if current or past out-of-state employers are prevented from or refuse to cooperate with the District's request. See Forms 5100F1 and 5100F2.

4. Applicants must meet the applicable State standards for the position they are applying for. Applicants for high school and middle school teaching positions should have a major or its equivalent in the field they will be teaching. Applicants for elementary school teaching positions should have a major or its equivalent in elementary education or in their area of assignment.

5. The building principal will be responsible for assuring that all qualified and interested applicants within the building have been given consideration. Giving such individuals consideration does not mean that such an individual will necessarily be retained for a coaching position.

6. As required in Idaho Code 65-505, the District will observe preference for veterans and disabled veterans when considering hiring employees to fill vacancies, selecting new employees, or implementing a reduction in force.

7. As required in Idaho Code 33-130 and 33-512(15), the District will conduct a criminal history check for applicable positions. See Policy 5110.

8. Each newly hired employee must complete an Immigration and Naturalization Service form, as required by federal law.

The employment of any certified staff member is not official until the contract is approved by the Board and signed by both the Board Chair and the applicant.

To assist administrators in complying with the above policy for the hiring of staff, the following guidelines shall be utilized when hiring staff:

All vacancies will be posted after the Board has approved written resignation from a employee of the District (or pending Board approval), a termination or non-renewal has occurred, a release from contract has been granted, a new: certificated position is created within the District, or a vacancy has otherwise occurred. When that official resignation has been received or a position is otherwise available, the Superintendent will post notices in all school buildings, in the District Office, on the District website, by emailing them to staff. If a termination or release from

contract requires Board approval to be final, the Superintendent may post the vacancy pending this approval.

1. Job Vacancy Notices: Any notice from **Troy School District** will contain the following information:

    A. Position available and job description.

    B. Requirements for completed application, as applicable for position. For a certificated position, these shall include but are not limited to: 1) a completed District application form; 2) official transcripts of all university or college credits; 3) a placement center file; 4) a personal resume; and 5) verification or eligibility of Idaho certification. For all positions, a signed statement/release for current and past school district employers is required.

    C. Timeline for receiving application.

    D. Process notification of how applications will be handled.

The Superintendent's Office will post notice of any vacancy within the District for a minimum one (1) school day for internal applicants to apply for the position. For purposes of this policy, "internal applicant" refers to a certified or classified employee currently employed by the District. [This shall not include substitute teachers employed by the District.] The position may be opened to non-internal applicants regardless of whether qualified internal applicants apply, and internal candidates are not guaranteed to be selected as finalists for the position or to be hired for the position. At the discretion of the Superintendent, positions may be posted internally and externally simultaneously.

1. Employees seeking to apply for a position shall submit their application requirements to the District Office.

2. If an applicant is recommended by the building principal, the recommendation will be submitted in writing to the Superintendent immediately following such determination. If such transfer would create a vacancy in another location, notice of that vacancy will be posted as specified above, with the exception that if the same grade level vacancy for the school has already been posted, the above building notice requirement may be waived and the existing applicant pool utilized.

3. It is the responsibility of any applicant who desires to be considered for positions within the District to reactivate his or her file annually.

4. The Superintendent may deviate from the processes in the outline above if he or she determines that such deviation is in the best interest of the District. If the applicant would

be employed as a teacher, administrator, school resource officer, or bus driver under a Return to Work program, the District will ensure full compliance with PERSI rules prior to offering the position as described in Policy 5750.

5. It will be at the discretion of the Superintendent, to determine whether such deadlines should be extended to accommodate individuals where placement center files, transcripts, or other materials are not yet received by the District for consideration. Such time extension will be restricted to a reasonable time frame.

6. Application Procedures for Certificated Positions: It will be the responsibility of any applicant to provide the information required for a completed application listed above.

    A. Such information must be received prior to the cutoff date for receiving applications as specified in the vacancy notice.

    B. It will be at the discretion of the Superintendent, the appropriate administrator, and the building administrator to determine whether such deadlines should be extended to accommodate individuals where placement center files, transcripts, or other materials are not yet received by the District for consideration. Such time extension will be restricted to a reasonable time frame.

    C. In addition to the certification information provided by the applicant, the District will also request from the Office of the Superintendent of Public Instruction verification of certification status, any past or pending violations of the professional code of ethics, any detail as to any prior or pending conditions placed upon a certificate holder's certificate, any prior or pending revocation, suspension, or the existence of any prior letters of reprimand and information relating to job performance.

    D. Within three business days of receipt of the statement releasing information from prior school district employers, as required by I.C. 33-1210, such statement shall be sent to the prior employers with a request for release of information and documentation to be provided as required by that section.

        Because responses to such requests may take up to 20 days, or possibly more for out-of-state school district employers, information received pursuant to such request may be reviewed prior to or after interviews have been concluded, at the discretion of the District. Where possible, such information should be utilized as part of the screening process. However, due to considerations of time, such early review may not be possible, and such information received pursuant to this process may be reviewed or utilized up to any time prior to offering employment to an applicant or during an applicant's period of provisional employment.

E. Upon receipt of the completed applications, those applications will be placed in a file for review and consideration at the District Office.

Preliminary Screening

For certificated and classified vacancies, at either the time the job vacancy is published, or prior to the conclusion of the application period, the school administrator will provide notice to the appropriate administrator of the desired number of qualified individuals to be included in the "screening pool". The screening pool shall be defined as the number of individuals having completed applications that may be submitted to the building or program administrator for final screening. In the event the open position is deemed by the Board to be an administrative or director position, including principal, the size of the screening pool shall be determined by the Superintendent.

Screening

1. Superintendent or designee may establish a committee to assist in the final screening process for all positions. This committee will act in an advisory capacity to the Superintendent and to the Board.

2. The committee, upon receiving the written applications from the appropriate administrator, will review those applications for the purpose of:

    A. Determining those most suited to the position;
    B. Making personal telephone contact with one or more references submitted by the applicant;
    C. Contacting individuals who might know the candidate, but were not listed as references, if needed; and
    D. Inviting the top candidates to be interviewed for the position.

3. The Superintendent will establish the procedures at the building or program level for interviewing the successful applicants and will have thoroughly vetted all applicants prior to committee review.

4. For those applicants who have no prior public school work experience or whose out-of-state former employers will not release documentation requested pursuant to IC § 33-1210, the screening committee or administrator may engage in whatever background checks it deems appropriate, but at a minimum shall verify all prior work experience and educational achievement listed by the applicant as the committee or administrator deems appropriate, preferably by contacting the prior employers and/or educational institutions listed by the applicant, and shall communicate with every person listed as a reference by the applicant.

5. Upon determining the qualified applicant, the building administrator will submit to the Superintendent the written recommendation for the applicant to be offered the position.

Acceptance Procedure

Once the Committee or administrator has selected the final candidate, the name will be provided to the Superintendent who will review the applicant's credentials with the building/program administrator. If the Superintendent does not concur with the committee or administrator's recommendation, they shall ask the committee for their next choice until a selection the Superintendent concurs with is found.

If the Superintendent concurs with the recommendation, the Superintendent will take the following steps.

1. Authorize a statement of intention to employ, pending Board approval, to be made to the candidate.

2. If, at the time the statement of intention to employ is made, the District has not yet received documentation requested pursuant to IC 33-1210(3), the District may provisionally employ such applicant for a certificated position on a non-contracted basis for up to 30 days after receipt of the documentation. Within that thirty day time period, the Board may issue a written statement to the applicant identifying why a standard contract will not be issued and specifying which information justifies such decision. The Board may not identify any reason for non-issuance of a standard contract not based on the documentation received. If, within 30 days from the receipt of the information requested pursuant to IC 33-1210(3) no contract is issued or the written statement of non-employment is not provided to the applicant, the employee will be deemed to be employed pursuant to the appropriate type of contract. During this provisional employment, the applicant shall be provided the same compensation and benefits as if the employee had been employed on a standard certificated contract.

   If no documentation is received from out of state employers, the District may employ the applicant for the certificated position on the appropriate type of standard contract without utilizing the provisional, non-contracted employment.

3. Upon receiving a verbal or written statement of intention to accept employment, pending Board approval, by the candidate, the Superintendent will prepare the necessary papers for recommendation to the Board of Trustees at the next regular or special Board meeting.

4. Superintendent will submit recommendation to the Board of Trustees such recommendation.

Board Action

When approving the hiring of a(n) employee, the Board of Trustees of Troy School District will:

1. Have placed before it the name of the final candidate for the position; and

2. Discuss hiring and, in situations wherein the individual qualifications of the applicant are discussed, go into executive session pursuant to law; and

3. Vote relating to approval or disapproval of the candidate. If members of the Board personally have knowledge not available to the building administrator and the screening committee, the Board will not take action until all concerns have been reviewed by the building/program administrator.

Approval of Candidate for Certificated Position

Upon approval by the Board of Trustees, a contract, in a form approved by the State Superintendent of Public Instruction, will be sent or given to the applicant pursuant to the requirements set out in IC 33-513. The applicant must sign the contract and return it within ten days from the date the contract is delivered to them. If the person willfully refuses to acknowledge receipt of the contract or if the contract is not signed and returned to the Board in the designated period of time, the Board or designee may declare the position vacant. If the candidate is not approved, or if the person willfully refuses to acknowledge receipt of the contract or if the contract is not signed and returned to the Board, the Superintendent will remand the situation to the building administrator and screening committee to provide the next applicant's name for consideration.

Any person on provisional employment pursuant to IC 33-1210(7) shall be subject to the same time limits and provisions for return of a signed contract when and if such contract shall be provided to them for signature.

Certification

To qualify for employment, each teacher, pupil service staff, or administrator must have, and maintain during the entire school year, a valid Idaho instructional/pupil service staff/administrator certificate on file in the District Office at the beginning of the school year. If at any time the teacher/pupil service staff/administrator's certification lapses, is revoked, or suspended, the certificated employee may be subjected to action declaring a contract violation and action will be taken to terminate the employment of the individual with the District.

Cross References:	5110	Criminal History/Background Checks
	5120	Equal Employment Opportunity and Non-Discrimination

	5100F1-5100F3	Hiring Process and Criteria Forms
	5740P	Reduction in Force Procedures and Forms
Legal References:	IC § 33-130	Criminal History Checks for School District Employees or Applicants for Certificates
	IC § 33-512	Governance of Schools
	IC § 33-513	Professional Personnel
	IC § 33-1210	Information on Past Job Performance
	IC§ 65-501, *et seq*.	Rights and Privileges of Veterans
	IC § 74-206	Executive Sessions—When Authorized
	IDAPA 08.02.02.015.02	Standard Pupil Service Staff Certificate
	IDAPA 21.01.06	Rules for the Enforcement of the Veteran's Preference in Public Employment

Policy History:
Adopted on: 01/08/07
Revised on: 11/12/07, 11/11/08, 05/31/19, 6.10/2024
Reviewed on: 05/13/2024

AUTHORIZATION FOR RELEASE OF INFORMATION ON PAST EMPLOYMENT WITH SCHOOL EMPLOYERS IDAHO CODE 33-1210

Idaho Law requires Applicants for **any** position at any Idaho public school to allow the hiring School District Employer to obtain a copy of past public school employer personnel file materials and other documentation relating to the performance of the applicant when the applicant was employed by any other public school, whether in Idaho or any other state.

Before hiring an applicant for any position, the District must request the applicant sign this form. If the applicant refuses or fails to sign this form, the District is not permitted to hire the applicant for any position. This authorization does not limit any employer from seeking additional information or disclosures from any applicant.

This form:

1. Authorizes current and past public school employers of the applicant/undersigned on this form, including applicants outside of the State of Idaho, to release to the hiring school district all information relating to:

    A. The job performance and/or job related conduct of the applicant;
    B. Any pending or prior investigations of the employee;
    C. Any resignations during investigations or in lieu of contemplated disciplinary action; and
    D. Disciplinary actions for misconduct involving the applicant.

    It also authorizes these parties to make available to the hiring school district copies of all documents in the previous employer's personnel file, investigative file (regardless of outcome or finding, if any), or other files relating to the job performance of the Applicant

2. Releases the applicant's/undersigned's current and past employers, and employees acting on behalf of the employer, from any liability for providing the above-mentioned information.

Pursuant to state law, "documentation related to the job performance or job related conduct of any employee/applicant is defined as, and may be limited by the producing district to include: all annual evaluations, letters of reprimand, letters of direction, letters of commendation or award, disciplinary actions and documentation of disciplinary investigations, recommendations for probation, notices of probation, notices of removal from probation, recommendations for termination or nonrenewal, notices of termination or nonrenewal, notices from the professional standards commission of Idaho or any other such similar state agency of action taken against an individual's certificate and any rebuttal documentation filed by the employee relative to any of the above documents." IC § 33-1210(2)(b).

§ 33-1210 RELEASE:

I understand that the above requirements are a condition of my obtaining employment with the District and I consent to my current and former employers, both inside and outside the State of Idaho, upon receipt of this signed authorization, to comply with Idaho law. I further consent that such authorization may be provided to the hiring district via electronic means.

_____ _____
Signature of Applicant Date

_____
Printed Name of Applicant

_____
Identifying Employee Number/Name of Applicant or other Identifying Information for Past Employer

- Information obtained through the use of this release will be used only for the purpose of evaluating the qualifications of the applicant for employment. This information will not be disclosed in any manner other than as provided by statute.

- A copy of this release and all information obtained through use of this release will be placed into the applicant's personnel file with the District upon employment of the applicant, if any.

- An applicant's failure to disclose any former school district employer, whether within or outside of the State of Idaho, will serve as the basis for immediate termination and, for certificated personnel, may also result in the District's reporting of the individual to the Idaho Professional Standards Commission for a potential violation of the Code of Ethics for Professional Educators.

- By accepting an executed copy of this form, the hiring school district makes no guaranty or promise of employment to the applicant. Further, the hiring school district may employ the applicant on a conditional basis pending review of information gathered pursuant to this release. Such conditional employment is not a guarantee or promise of continued employment with the hiring school district for any length of time or pursuant to any additional conditions.

Legal References
IC § 33-1210
IC § 33-130
IC § 33-512
IC § 33-513
IC § 74-206
IC 33-145
IC.§ 65-501, et seq.

IDAPA 08.02.02.015.02
IDAPA 21.01.06

Policy History:
Adopted On: 08/10/26
Revised On:
Reviewed On: 07/13/26

TROY SCHOOL DISTRICT #287

5000 - PERSONNEL

Disclosure of Past Resignations, Investigations, and Disciplinary Action
5100F(4)

Disclosure of Past Resignations, Investigations, and Disciplinary Action

Idaho law requires applicants for any position at any Idaho public school to provide sworn written statement disclosing any:

1. Pending or prior investigations;
2. Resignations during investigations or in lieu of contemplated disciplinary action; or
3. Disciplinary actions involving the applicant for misconduct in connection with employment or professional licensure or certification.

Please describe any of the above that apply to you:

_____
_____
_____
_____

_____

_____ None of the above circumstances apply to me.

For the purposes of this form, misconduct shall mean any conduct that violates the provisions of IC 33-1208 relating to educator-student relationships or the Code of Ethics for Idaho Professional Educators relating to educator-student relationships.

Any applicant who makes a material misrepresentation or willful omission related to the disclosure statements or information required in this subsection shall be subject to

immediate termination or rescission of offer of employment or employment contract. This misrepresentation or omission may also result in a report to the Professional Standards Commission.

Sworn Statement

I swear that my statements above are true and include all applicable circumstances listed above.

_____

Signature of Applicant Date

_____

Printed Name of Applicant

_____

Identifying Employee Number/Name of Applicant or other Identifying Information for Past Employer

Policy History
Adopted: 10/12/26

Certificated Personnel Reemployment 5105

Supplemental Contracts

If the Board of Trustees decides not to reissue a supplemental contract, the Board shall give written notice to the employee describing reasons for the decisions not to reissue. The employee, upon written request to the Board, shall be entitled to an informal review. The process and procedure for the informal review shall be determined by the District. Within 15 days of meeting with the employee, the Board shall notify the employee of its final decision in the matter.

Delivery of Contract

Delivery of a contract may be made only in person or by certified mail, return receipt requested. If delivery is made in person, the delivery must be acknowledged by a signed receipt.

Return of the Contract

A person who receives a proposed contract from the District shall have ten days from the date of delivery to sign and return the contract.

Failure to Accept or Acknowledge

Should a person willfully refuse to acknowledge receipt of the contract or the contract is not signed and returned to the Board within the designated time period, the Board may declare the position vacant.

Cross Reference: Policy 5340 Evaluation of Certificated Personnel
Policy 6100 Superintendent

Legal Reference

I.C. 33-513 Professional Personnel
I.C. 33-514 Issuance of Annual Contracts – Support programs – Categories of Contracts – Optional Placement
I.C. 33-514A Issuance of Limited contract
I.C. 33-515 Issuance of Renewable Contracts
I.C. 33-515A Supplemental Contracts

Policy History:
Adopted on: 4/13/09
Revised on: 5/10/10, 4/09/12

Certificated Personnel Employment 5106

Definitions

Category 1 Certificated Employees: Certificated personnel hired on a limited one year contract after August 1st or the spouse of a Trustee hired under the limited provisions of Section 33-507(3), Idaho Code.

Category 2 Certificated Employees: Certificated personnel in the first and second years of continuous employment within the same school district.

Category 3 Certificated Employees: Certificated personnel in the third year of continuous employment by the same school district.

Renewable Contract Certificated Employees: With the exception of Interim Certificate holders, upon being offered a contract for a fourth full consecutive year of employment as a certificated teacher, certificated personnel may automatically renew their employment with this District, for the next school year, by timely returning their contract.

The District shall have the option to grant renewable contract status when it hires a certificated employee who has been on a renewable contract with another Idaho school district or who has out-of-state experience which would otherwise qualify the certificated employee for renewable contract status in Idaho. Alternatively, the District can place the certificated employee on a Category 3 contract.

Retired: Certificated personnel receiving retirement benefits from the public employee retirement system of Idaho, except those who received benefits under the early retirement program previously provided by the State, hired as at-will employees.

Interim Certificate Holder: A certificated employee who holds an interim certificate while they pursue an alternate route to certification must complete at least nine semester credits annually toward the completion of their alternate route to certification and meet their annual progress goals toward the completion of the alternate route. The District may take action to terminate or non-renew a teacher with an interim certificate who fails to meet these requirements. Such termination or non-renewal shall be carried out in accordance with State law and administrative rules and District policy. Personnel who hold an interim certificate and/or emergency authorization and have not been issued their five year renewable certificate shall not exceed a Category 3 Contract until conditions have been met.

Notice

1. Category 1 certificated employees' contracts are specifically offered for the limited duration of the ensuing school year, and no further notice is required by the District to terminate the contract at the conclusion of the contract year.

2. Category 2 certificated employees shall be provided a written statement of reason for non-reemployment by no later than July 1st and are not entitled to a review of the reasons or decision not to reemploy by the Board.

Certificated Personnel Employment (continued) **5106**

3. Category 3 certificated employees shall be provided a written statement of reason for non-reemployment by no later than July 1st and shall, upon written request, be given the opportunity for an informal review of such decision by the Board. The parameters for the informal review will be determined by the Board. Before the Board determines not to renew the contract for the unsatisfactory performance of category 3 certificated employees, such employees shall be entitled to a defined period of probation as established by the Board, following at least one evaluation. In no case shall the probationary period be less than eight weeks. The probation shall be preceded by written notice from the Board, with the reasons for the probationary period and the areas of work which are deficient and with provisions for adequate supervision and evaluation of the employees' performance during the probationary period.

4. Contracts for all renewable contracted certificated employees shall be issued by July 1st. All employees on renewable contracts must timely return their contract. The employee's failure to timely return a renewable contract may be interpreted by the Board as a declination of the right to automatic renewal or the offer of another contract. Before the Board determines not to renew the contract for the unsatisfactory performance of renewable contracted certificated employees, such employees shall be entitled to a defined period of probation as established by the Board, following an observation, evaluation, or partial evaluation. The probation shall be preceded by written notice from the Board, or its designee, with the reasons for the probationary period and with provisions for adequate supervision and evaluation of the employees' performance during the probationary period.

5. Contracts for retired teachers are specifically offered for the limited duration of the ensuing school year, and no further notice is required by the District to terminate the contract at the conclusion of the contract year.

Supplemental Contracts

An extra duty assignment is, and extra duty supplemental contracts may be issued for, an assignment which is not part of a certificated employee's regular teaching duties. A supplemental contract for extra duties shall be separate and apart from the certificated employee's underlying contract (Category 1, 2, 3 or renewable) and no property rights shall attach. A written notice of non-reissuance of the extra duty supplemental contract with a written statement of reasons shall be provided. Upon written request, the certificated employee shall be given the opportunity for an informal review of such decision by the Board. The parameters for the informal review will be determined by the Board. The contract shall be in a form approved by the state superintendent of public instruction.

An extra day assignment is, and supplemental extra day contracts, may be issued for, an assignment of days of service in addition to the standard contract length used for the majority of certificated employees of the District. Such additional days may be in service of the same activities as the employee's regular teaching duties. Any such extra day contracts shall provide the same daily rate of pay and rights to due process and procedures as provided by the certificated employee's underlying contract (Category 1, 2, 3 or renewable). The contract shall be in a form approved by the state superintendent of public instruction.

Delivery of Contract

Delivery of a contract may be made only in person, by certified mail, return receipt requested, or electronically, return receipt requested. If delivery is made in person, the delivery must be acknowledged by a signed receipt.

Certificated Personnel Employment (continued) **5106**

If a District delivers contracts via electronic means, with return electronic receipt, and the District has not received a returned signed contract and has not received an electronic read receipt from the employee, the District shall then resend the original electronically delivered contract to the employee via certified mail, return receipt requested, and provide such individual with a new date for contract return.

Return of the Contract

A person who receives a proposed contract from the District shall have _____days **[no less than ten days]** from the date of delivery to sign and return the contract.

Failure to Accept or Acknowledge

Should a person willfully refuse to acknowledge receipt of the contract or if the contract is not signed and returned to the Board within the designated time period, the Board may declare the position vacant. **[OPTIONAL:** Through this policy the Board delegates to the Superintendent **AND/OR** Human Resources Director **[select one or both]** the power, as the designee of the Board, to declare such position vacant should a signed contract not be returned within the designated period.**]**

Cross References:	5340	Evaluation of Certificated Personnel
	6100	Superintendent
Legal References:	I.C. § 33-507	Limitation upon Authority of Trustees
	I.C. § 33-513	Professional Personnel
	I.C. § 33-514	Issuance of Annual Contracts – Support Programs – Categories of Contracts – Optional Placement
	I.C. § 33-514A	Issuance of Limited Contract – Category 1 Contract
	I.C. § 33-515	Issuance of Renewable Contracts
	I.C. § 33-515A	Supplemental Contracts Idaho
	IDAPA 08.02.02.016	Interim Certificate Alternate
	IDAPA 08.02.02.042	Routes to Certification

Policy History:
Adopted on: 08/12/2019, 10/18/2021
Revised on: 9/13/2021
Reviewed on: 9/13/2021

Informal Review **5107**

The following employees may request an informal review for the Board's decision to not reemploy:

1. Category 3 employees;
2. Administrative employees; and
3. Certificated employees on a supplemental contract.

The parameters for the informal review will be determined by the District.

Cross Reference: 5105 Certificated Personnel Reemployment

Legal References:

I.C. 33-514A Issuance of Limited contract
I.C. 33-515 Issuance of Renewable Contracts
I.C. 33-515A Supplemental Contracts

Policy History:
Adopted on: 7/6/09
Revised on:

Criminal History/Background Checks **5110**

General

It is the policy of the District not to employ or to continue the employment of classified, professional or administrative personnel who may be deemed unsuited for service by reason of arrest and/or criminal conviction. While an arrest or conviction of a crime, in and of itself, may not be an automatic bar to employment, if an arrest or conviction relates to suitability of the individual to perform duties in a particular position, such person may be denied employment or in the case of current employees, may face disciplinary action, up to and including termination.

It is the policy of this District to perform criminal history checks as required by Idaho law and to perform other types of background checks on employees and regular or unsupervised volunteers including, but not limited to:

1. Contacting prior employers for references;
2. Contacting personal references; and/or
3. Contacting other persons who, in the discretion of the District, could provide valuable information to the District.

Where a prior conviction is discovered, the District will consider the nature of the offense, the date of the offense, and the relationship between the offense and the position for which application is sought, or the person is employed.

If an applicant or employee makes any misrepresentation or willful omissions of fact regarding prior criminal history, such misrepresentation or omission shall be sufficient cause for disqualification of the applicant or termination of employment.

Any individual convicted of a felony offense listed in I.C. 33-1208(2) shall not be hired.

Initial Hires

In order to protect the health, safety and welfare of the students of the District, Idaho law requires the following employees to subject to criminal history checks:

1. Certificated and noncertificated employees;
2. All applicants for certificates;
3. Substitute staff;
4. Individuals involved in other types of student training such as practicums and internships; and
5. All individuals who have unsupervised contact with students.

A criminal history check shall be based on a complete ten (10) finger fingerprint card or scan and include, at a minimum, the following:

1. Idaho bureau of criminal identification;
2. Federal bureau of investigation (FBI) criminal history check; and
3. Statewide sex offender register.

Criminal History/Background Checks (continued) **5110**

Employees will be required to undergo a criminal history check within five (5) days of starting employment or unsupervised contact with students, whichever is sooner.

The fee charged to an employee shall be what the current cost charged by the State Department of Education. All criminal history check records will be kept on file at the State Department of Education. A copy of the records will be given to the employee upon request. The Department will share the results of each employee's background check with the district.

For the purposes of this policy, "employee" is defined as those individuals hired by this district and paid a salary or wages from which federal and state income taxes are withheld.

Substitute teachers

The State Department of Education shall maintain a statewide list of substitute teachers. To remain on the statewide substitute teacher list, the substitute teacher shall undergo a criminal history check every five (5) years. If a substitute teacher has undergone a criminal history check within five (5) years as a result of employment with another District, the District may, in its sole discretion, not require a substitute to undergo a criminal history check. If the District does desire a substitute teacher who has undergone a criminal history check within the last five (5) years to undergo an additional criminal history check, the District will pay the costs of such check.

Other employees

The District may require that any employee be subjected to criminal history checks. If required, the District will pay the costs of such checks.

Volunteers and Contractors

Any volunteer in the District who has regular unsupervised access to students, as determined by the Superintendent or the Superintendent's designee, shall submit to a fingerprint criminal background investigation conducted by the appropriate law enforcement agency prior to consideration for volunteering in the schools of this District.

Any requirement of a volunteer to submit to a fingerprint background check shall be in compliance with the Volunteers for Children Act of 1998 and applicable federal regulations. If a volunteer has any prior record of arrest or conviction by any local, state, or federal law enforcement agency for an offense other than a minor traffic violation, the facts must be reviewed by the Superintendent, who shall decide whether the volunteer is suitable to be in the presence of the students in the District. Arrests resolved without conviction shall not be considered in the hiring process unless the charges are pending.

The names of all individuals who are contractors (such as bus drivers, service providers, referees, etc.) and who may have direct contact with students, will be placed on a register

Criminal History/Background Checks (continued) 5110

maintained by this district at the administration office. In addition, if determined necessary by the superintendent or designee to ensure a safe environment for all students, any such volunteer or contractor may be required to undergo a criminal history check. Contractors will be required to pay for the criminal history check.

Employee Arrest or Conviction

All employees shall have the continuing duty to notify the District of any arrest or criminal conviction that occurs subsequent to being hired by the District. In the event that any employee, whether full-time or part-time, probationary or non-probationary, classified or certified, is arrested, charged or indicted for a criminal violation of any kind, whether misdemeanor or felony, with the exception of minor traffic infractions, he/she is required to report such arrest promptly to the employee's supervisor or department head within one (1) business day unless mitigating circumstances exist. This reporting requirement applies regardless of whether such arrest has occurred on-duty or off-duty. Failure to comply with this reporting requirement shall be grounds for disciplinary action, up to and including termination.

Additionally, if an employee has a protection order served against him/her, the employee shall follow the same reporting requirements as outlined above.

Supervisors or department heads shall contact the Superintendent or designee upon receiving notification that an employee has been arrested or has a protection order served against him/her. The District reserves the right to determine appropriate disciplinary action in such cases, up to and including termination, depending upon the facts and circumstances surrounding the incident.

It is the discretion of the District to terminate or take other action against any employee that has either been convicted of one (1) or more of the felony offenses set forth in I.C. 33-1208 or made a material misrepresentation or omission on their job application.

Confidentiality

Outstanding warrants, criminal charges and/or protective orders may be confidential. An employee who is provided access to such information relating to another employee shall ensure that the information remains confidential. If an employee discloses such information without authorization, the employee shall be subject to disciplinary action.

Criminal History/Background Checks (continued) 5110

Cross Reference: Procedure 5730 Volunteer Form

Legal Reference:

I.C. 18-905
I.C. 18-907
I.C. 18-909
I.C. 18-911
I.C. 18-1501
I.C. 18-1506
I.C. 18-1506A
I.C. 18-1507
I.C. 18-1507A
I.C. 18-1508
I.C. 18-1508A
I.C. 18-1511
I.C. 18-4003
I.C. 18-4006(1)
I.C. 18-4502
I.C. 18-5610
I.C. 18-6101
I.C. 18-6108
I.C. 18-8305
I.C. 18-8323
I.C. 18-8404
I.C. 33-130 Criminal history checks for school District employees or applicants for certificates
I.C. 33-512 Governance of schools
I.C. 33-1202
I.C. 33-1204
I.C. 33-1208
I.C. 9-340(C) Records Exempt from Disclosure
Public Law 105-251, Volunteers for Children Act

Policy History:
Adopted on: 1/8/07
Revised on: 11/12/07, 11/10/08, 5/11/09, 10/13/17

Equal Employment Opportunity and Non-Discrimination **5120**

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.

This district will not discriminate against employees and/or candidates for employment on the basis of a disability. All employees must be able to perform the essential functions of the position for which they are employed. In the event an employee believes that reasonable accommodations are necessary, he or she must submit the request in writing to the superintendent or designee. In considering the requested accommodation, the district may require that the employee submit medical and/or other information to substantiate the request and may require that the employee undergo an independent medical examination. The district may deny a request for an accommodation if it is unreasonable and/or it poses an undue hardship on the district.

Inquiries regarding discrimination should be directed to the Title IX Coordinator. Specific written complaints should follow the Uniform Complaint Procedure.

Cross Reference: 5250 Uniform Complaint Policy

Legal Reference:

8 U.S.C. 1324(a), *et seq.* Immigration Reform and Control Act
20 U.S.C. 1681, *et seq.,* 34 C.F.R., Part 106, Title IX of the Education Amendments
29 U.S.C. 206(d), Equal Pay Act of 1963
29 U.S.C. 621, *et seq*., The Age Discrimination and Employment Act of 1967
29 U.S.C. 791, *et seq.* Rehabilitation Act of 1973
29 U.S.C. 794, Section 504 of the Vocational Rehabilitation Act of 1973
42 U.S.C. 1981, Section 1981 of the Civil Rights Act of 1866
42 U.S.C. 1983, Section 1983 of the Civil Rights Act of 1871
42 U.S.C. 2000(d), *et seq.,* Title VI of the Civil Rights Act 1964
42 U.S.C. 2000(e), *et seq.,* 29 C.F.R., Part 1601, Title VII of the Civil Rights Act of 1965
42 U.S.C. 12101, *et seq.,* The Americans with Disabilities Act of 1990
42 U.S.C. 12111, *et seq.*, Americans with Disabilities Act, Title I
I. C. 67-5901, *et seq.* Idaho Commission on Human Rights
I.C. 67-5909 Acts Prohibited

Policy History:
Adopted on: 1/8/07
Revised on: 11/12/07, 11/10/08

Reporting New Employees **5125**

The Idaho Legislature has established an automated state directory of new hires to be administered by the Idaho Department of Labor (herein after "Department"). The state directory of new hires provides a means for employers to assist in the state's efforts to prevent fraud in the welfare, worker's compensation, and unemployment insurance programs, to locate individuals to establish paternity, to locate absent parents who owe child support, and to collect support from those parents by reporting information concerning newly hired and rehired employees directly to a centralized state database.

The District shall report the hire or rehire of an individual by submitting to the Department a copy of the employee's completed and signed United States Internal Revenue Service form W-4 (Employee's W ithholding Allowance Certificate). Before submitting the W-4 form, the District shall ensure that the W-4 form contains the following information:

1. The employee's name, address, and Social Security number;
2. The District's name, address, and federal Tax Identification number;
3. The District's Idaho Unemployment Insurance account number, which must be designated at the bottom of the form; and
4. The employee's date of hire or rehire, which must be designated at the bottom of the form.

This District shall report the hiring or rehiring of any individual to the Department within twenty (20) calendar days of the date the employee actually commences employment for wages or remuneration. The report will be deemed submitted on the postmarked date or, if faxed or electronically submitted, on the date received by the Department. A copy of the report shall be retained by the District, and the copy will set forth the date on which the report was mailed, faxed, or electronically transmitted.

Should the District choose to file its report electronically, the District shall comply with the Department's regulations of such transmissions. Electronically transmitted reports shall be filed by two monthly transmissions, if necessary, not less than twelve (12) days apart and not more than sixteen (16) days apart.

The District is not liable to the employee for the disclosure or subsequent use of the information by the Department or other agencies to which the Department transmits the information.

Legal Reference:
I.C. 72-1601*et seq.* State Directory of New Hires

Policy History:
Adopted on: 10/12/09
Revised on:

Issuance of Contracts **5130**

Certificated contracts shall be issued as directed by Idaho Code.

Legal Reference:
I.C. 33-513
I.C. 33-513
I.C. 33-514
I.C. 33-514A
I.C. 33-515
I.C. 33-515A

Policy History:
Adopted on: 1/8/07
Revised on: 11/12/07, 11/10/08

Reporting New Employees **5132**

As required by law, this District will report the hiring or rehiring of any individual to the Idaho Commerce and Labor Department (department) within twenty (20) calendar days of the date the employee actually commences employment for wages or remuneration.

The District will report the hire or rehire of an individual by submitting to the department a copy of the employee's completed and signed United States internal revenue service form W-4 (employee's withholding allowance certificate) or the department's New Hire Reporting Form. The District will ensure that the report (W-4 form or New Hire Reporting Form) contains the following information:

1. The employee's name, address, and social security number;

2. The District's name, address, and federal tax identification number;

3. The District's Idaho unemployment insurance account number; and

4. The employee's date of hire or rehire.

The report will be deemed submitted on the postmarked date or, if faxed or electronically submitted, on the date received by the department. If the District files its reports electronically, the District will comply with the department's regulations of such transmissions.

A copy of the report will be retained by the District, and the copy will set forth the date on which the report was mailed, faxed, or electronically transmitted.

The District is not liable to the employee for the disclosure or subsequent use of the information by the department or other agencies to which the department transmits the information.

Legal Reference:
I.C. 72-1601, *et seq.*

Policy History:
Adopted on: 1/8/07
Revised on: 11/12/07, 11/10/08

Mentoring **5140**

The Troy School District shall provide support for teachers in their first two years in the profession, and those in their first year with the District, in the areas of: administrative and supervisory support, mentoring, peer assistance and professional development.

To assist in communicating and implementing these goals, a faculty volunteer shall be designated as Mentor for each eligible teacher. The Mentor shall provide guidance and coaching for the new teacher, and shall act as a resource for District procedures and professional development. The Mentor shall also advise administration regarding suggestions for improving the success and retention of new teachers.

No mentor-provided information is to be accessed in reference to performance evaluations.

Documentation regarding the content of the support program, and how it was implemented relative to a specific employee, shall be placed in the employee's personnel file.

Legal Reference:
I.C. 33-512 (18)

Policy History:
Adopted on: 1/8/07
Revised on: 11/12/07, 11/10/08

Extra-Duty Assignment for Advisors/Coaches 5150

This District may enter into supplemental contracts with certificated employees for extra-duty assignments. An extra-duty assignment is defined as an assignment which is not part of a certificated employee's regular teaching duties. Extra-duty assignments include, but are not limited to, coaching, directing, or otherwise advising extracurricular activities.

Determining the qualifications for extra-duty assignments and selecting individuals to fulfill each extra-duty assignment is the responsibility of the Superintendent or designee.

Any extra-duty assignment will be made on an annual basis and is limited to the duration of the school year or other relevant time period as set forth on the supplemental contract. The supplemental contract is separate and apart from an annual, renewable or limited one (1) year contract and must be in a form approved by the State Superintendent of Public Instruction. Compensation will be paid for the employee's services as set forth on the supplemental contract and approved by the Board.

Employees do not have a property right to an extra duty assignment and are not entitled to automatic reappointment for the next year or season. If the Board does not reissue a supplemental contract to a certificated employee who was last appointed the extra-duty assignment, the Board will give written notice to the employee describing reasons for the decision not to reissue the contract. The employee, upon written request to the Board, will be entitled to an informal review.

The employee must request an informal review within ten (10) calendar days of the date that notice of intent to not reissue the supplemental contract is mailed or hand delivered to the employee. The employee will be given an opportunity to meet with the Board in Executive Session within fifteen (15) calendar days of the date the request for informal review is filed and explain why he/she disagrees with the Board's decision. The employee does not have the right to be represented by an attorney or a representative of the local or state teachers association, present evidence, and/or cross-examine witnesses. The Board will notify the employee of its final decision in the matter within fifteen (15) calendar days of the date of the informal review.

Any individual who is assigned an extracurricular assignment shall be required to comply with all applicable district policies and IHSAA regulations, and shall undergo a criminal history check.

Legal Reference:
I.C. 33-511
I.C. 33-515

Policy History:
Adopted on: 1/8/07
Revised on: 11/12/07, 11/10/08

Applicability of Personnel Policies **5200**

Except where expressly provided to the contrary, personnel policies apply uniformly to the employed staff of the District. However, where there is a conflict between the terms of a collective bargaining agreement or of an individual contract and the District's policy, the law provides that the terms of the collective bargaining agreement or contract shall prevail for the staff covered by that agreement.

When a matter is not specifically provided for in an applicable collective bargaining agreement, the policies of the Board to effectively and efficiently manage the District shall govern.

The board may, without negotiation or reference to any negotiated agreement, take action that may be necessary to carry out its responsibilities due to emergency situations or acts of God.

Classified employees are employed at will and the district policy manual is not intended to express a term of an employment agreement. The provisions of this policy manual do not create a property right which would modify the District's right to terminate the employment relationship of classified employees at will.

Legal Reference:

I.C. 33-1276
Metcalf v. Intermountain Gas Co., 116 Idaho 622 (1989).

Policy History:

Adopted on: 1/8/07
Revised on: 11/12/07, 11/10/08, 5/11/09

Classified Employment and Assignment 5203

Classified employees are those non-certificated employees who are employed by the District or personnel hired in positions which do not require certification. Recruitment and selection of classified personnel (except for head athletic coaches) shall be delegated to administration with review by the Board of Trustees.

With the exception of those classified employees who are hired for a stated specified time, all classified employees shall be regarded as "at-will" employees and may be dismissed at the will of either party and the employment relationship may be terminated at any time for any or no reason (so long as the same does not violate public policy or violate any other provision of law).

Such at-will designation will be included in all job descriptions as mandated by I.C. 33-517 and in written contracts, should the same be implemented by the District. An employment period, as well as other terms and conditions of employment set forth in a job description and/or written contract shall not create a property right as such are included for the specific purpose only of providing notice to the employee of the service and expectations of the District so long as the employment relationship continues.

Classified employees shall be selected, retained, and promoted on the basis of training, experience, character, and job performance. The Board of Trustees recognizes its right to assign staff at the Board's prerogative contingent upon the qualifications of the staff member and the requirements of the position. The Board will make every effort to assign staff members to a position that he/she requests and is qualified for. The necessity for the work and the availability of sufficient funds may also determine the length of employment.

Classified employees shall have no expectation of continued employment, unless so expressly specified by the District. The District reserves the right to change employment conditions affecting the employee's duties, assignment, supervisor or grade. The Board shall determine the salary and wages for classified personnel.

The grievance procedure for classified employees shall be the Uniform Complaint Policy set forth in Policy No. 5250.

Termination

Resignation by or dismissal of a classified school employee shall normally be given in writing two weeks prior to the final day of intended employment, unless extenuating circumstances occur.

Cross Reference: 5250 Uniform Complaint Policy

Legal Reference:

I.C. 33-517 Non-certificated personnel
I.C. 33-1201 Certificate required
Metcalf v. Intermountain Gas Co., 116 Idaho 622 (1989)

Policy History:
Adopted on: 1/8/07
Revised on: 11/12/07, 11/10/08

Job Descriptions **5205**

There shall be written job descriptions in the Procedure Manual for all positions and for all employees of the School District. The "job description" will describe the essential characteristics, requirements, and general duties of the job or position. All personnel shall be subject to the requirements delineated in the job descriptions so that they may effectively contribute to the goals and purposes for the School District. The descriptions shall not be interpreted as complete or limiting definitions of any job, and employees shall continue in the future, as in the past, to perform duties assigned by the Board, supervisors, or other administrative authority.

Once each year or as provided by Idaho Code, the supervisors of all employees shall confer with each person under his or her supervision to review the individual's work.

The evaluation shall be documented by use of the District evaluation form for classified or certificated personnel. No evaluation should be signed before it is fully discussed by both the employee and the supervisor. One signed copy will be given to the employee and one signed copy will be given to the Superintendent to be maintained in the employee's personnel file.

Teachers

Each teacher shall be under the general direction of the Superintendent of Schools and immediately responsible to the Principal for carrying out policies of the Board of Trustees as they relate to the functions of the school, to the classroom, and to the immediate contact with pupils and parents. All instruction revolves around the classroom teacher and pupils. Among the duties and responsibilities of teachers are the following:

1. To direct, facilitate and evaluate the learning experiences of the pupils in both curricular work and co-curricular activities;
2. To provide guidance to the pupils which will promote their welfare and proper educational developments in keeping with accepted theories of child growth and development;
3. To be responsible for student records, grades, attendance, etc.;
4. To maintain communication with the parent including progress reports adjustment of the pupil;
5. To supervise and manage the classroom and students;
6. To provide for the care and protection of school property;
7. To participate in the business and activities of the faculty;
8. To maintain professional working relationships with colleagues;
9. To be responsible for a reasonable amount of co-curricular and other duties beyond the regular classroom activities as determined by the principal.
10. To teach **ALL** students assigned to them with special attention to individual differences.

Teachers will be appointed to committees as instructed by the administration and staff and will be expected to carry out these duties and report committee findings back. When necessary, teachers may be given time off for committee work as approval by the administration.

Job Descriptions (continued) **5205**

The School District will conduct inservice and staff development opportunities for staff throughout the school.

If approval is granted by the administration, teachers may be released for special instruction or visitation to another school.

All teachers in the school system will report to the general teacher orientation meeting.

Cross Reference: 5500 Personnel Records

Legal Reference:
I.C. 33-514 Issuance of Annual Contracts
I.C. 33-515 Issuance of Renewable Contracts
I.C. 33-517 Noncertificated Personnel

Policy History:
Adopted on: 1/8/07
Revised on: 11/12/07, 11/10/08

Work Day **5210**

Length of Work Day – Certificated Teachers

The normal school day for teachers shall be no more than six hours of assigned classroom time and eight hours of work per day.

Teachers will select normal hours for their workday from:

A. 7:30 AM to 3:30 PM
B. 7:45 AM to 3:45 PM
C. 8:00 AM to 4:00 PM

Exceptions may be granted by the Principal.

Preparation Time

Each full time teacher during the normal student day will have no less than a 30 minute daily preparation period in segments of no less than 20 minutes.

Lunch Period

Each teacher will receive a continuous 30 minute duty free lunch period unless the person agrees to the change and is compensated for it. Under unusual, extreme conditions when extra supervision is necessary employees may be assigned to supervise at noon by the Principal with no extra compensation.

Length of Work Day – Classified

The length of a classified work day is governed by the number of hours for which the employee is assigned. A "full-time" employee shall be considered to be a forty-hour per week employee. The work day is exclusive of lunch but inclusive of breaks unless otherwise and specifically provided for by the individual contract. The schedule will be established by the supervisor.

Length of Work Day – Administration

Administrative personnel are expected to work whatever extra hours are necessary to accomplish their duties. They are expected to adhere to established office hours unless prior approval for exceptions has been obtained from the Superintendent of Schools. The Superintendent of Schools is authorized to change the established hours to meet emergency situations.

Work Day (continued) **5210**

Legal Reference:

29 USC 201 to 219 Fair Labor Standards Act of 1985
29 CFR 516, et seq. FLSA Regulations

Policy History:

Adopted on: 11/10/08
Revised on: 07/11/11

Assignments, Reassignments, Transfers **5220**

All staff shall be subject to assignment, reassignment and/or transfer of position and duties by the Superintendent. Teachers shall be assigned at the levels and in the subjects for which their certificates are endorsed. The Superintendent shall provide for a system of assignment, reassignment and transfer of classified staff, including voluntary transfers and promotions. Nothing in this policy shall prevent the reassignment of a staff member during the school year.

Assignment, reassignment, and transfer of professional, certified personnel will be based on the best interests of students and the responsibilities of the District to operate its approved programs.

The Superintendent is authorized to assign, reassign, or transfer non-administrative professional, certified personnel for purposes of staff growth and development, and for purposes of moving staff to areas where they are better suited. This may be done within and between buildings after discussion with Principals and teachers involved.

Assignments will be based on the qualifications of the employee, availability of other qualified personnel, the desires of the employee, as well as the philosophy and needs of the district.

Changes in assignment may be made at the initiative of the Superintendent of Schools, other administrative staff members, or at the request of the employee. All teachers may seek alternative assignments for which they are qualified throughout their careers in the Troy School District. The change will be contingent upon approval by the Superintendent.

If a change of assignment was not requested by the employee, the employee will be notified as soon as possible and have an opportunity to express his or her preferences. The Superintendent's decision regarding the assignment will be final.

Professional, certificated personnel currently in certificated positions who desire transfers to other teaching positions within the same building shall make written application to their Principal.

Professional, certificated personnel currently in certificated positions who desire transfers to other teaching positions in the District shall make written application to the Superintendent. This request must be filed annually by March 15 for consideration for the following school year. The District is not obligated to consider transfer requests after July 1 annually.

Assignment and transfer of professional, certificated personnel will be made after consultation with administrators and the faculty members involved and careful consideration of the following in this order of priority:

1. Certification
2. Qualification for the position
3. Length of service in the school system
4. The value to the program of the present assignment. In determining qualifications for the position, the administration will consider the following criteria, not listed in order of priority:
    a. Assignment preferences of the person being considered.
    b. Program needs of the District
    c. Program needs of the individual school

Assignments, Reassignments, Transfers (continued) **5220**

d. Balance of staff
e. Success in previous assignments f.
Extra-curricular assignments.

If a certificated staff vacancy is not filled from within the currently employed staff, the vacancy will be announced to outside agencies for solicitation of applications. Individuals currently in certificated positions in the District may apply for the position and their application will be considered through the regular screening and interviewing procedures.

Classified Staff

The right of assignment, reassignment and transfer shall remain that of the District. Written notice of a reassignment or involuntary transfer shall be given the employee. Opportunity shall be given for the staff member to discuss the proposed transfer or reassignment with the Superintendent.

Teaching

All teachers shall be given notice of their teaching assignments relative to grade level, building and subject area before the beginning of the school year unless unforeseen situations (such as changes in expected enrollment) occur.

Provisions governing vacancies, promotions and voluntary or involuntary transfers may be found in negotiated agreements or employee handbooks.

The teaching loads will be assigned by the administration. Usually these assignments will be worked out by the teacher and the Principal as dictated by the curriculum to be offered, and may vary from year to year.

Legal Reference:
I.C. 33-506

Policy History:
Adopted on: 1/8/07
Revised on: 11/12/07, 11/10/08

Emergency Closure **5225**

If school operations are cancelled due to unsafe road conditions, employees are not to report unless specifically requested by the supervisor. If school operations are cancelled due to other causes, employees will be notified as to whether to report.

In the cases when employees are not to report, certificated staff may or may not be scheduled for a make-up day. In the cases when employees are not to report, classified staff may:

1. Use a personal day or similar legitimate leave to allow for wages on the cancelled day;
2. Not receive wages for the cancelled day;
3. Be asked by the supervisor to schedule a later extra day of work in exchange for payment for the cancelled day.

Policy History:
Adopted on: 1/8/07
Revised on: 11/10/08

Accommodating Individuals With Disabilities **5230**

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.

Each service, program, or activity operated in existing facilities shall be readily accessible to, and useable by, individuals with disabilities. New construction and alterations to facilities existing before January 26, 1992, will be accessible when viewed in their entirety.

The Superintendent is designated the Americans With Disabilities Act, Title II Coordinator and, in that capacity, is directed to:

1. Oversee the District's compliance efforts, recommend necessary modifications to the Board, and maintain the District's final Title II self-evaluation document and keep it available for public inspection.
2. Institute plans to make information regarding Title II's protection available to any interested party.

Individuals with disabilities should notify the Superintendent or building Principal if they have a disability which will require special assistance or services and, if so, what services are required.

This notification should occur as far as possible before the school-sponsored function, program, or meeting.

Cross Reference: 5250 Uniform Complaint Policy

Legal Reference :

Americans with Disabilities Act, 42 U.S.C. 12111, et seq., and 12131, et seq.;
28 C.F.R. Part 35.

Policy History:
Adopted on: 11/10/08
Revised on:

Sexual Harassment/Sexual Intimidation in the Workplace **5240**

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:

Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or 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 address the matter as described in Policy 3085 and Procedure 3085P. An individual with a complaint alleging a violation of this policy which does not fall within the scope of Policy 3085 and Procedure 3085P shall follow the Uniform Grievance Procedure.

Investigation

Sexual Harassment/Sexual Intimidation in the Workplace (continued) **5240**

If an allegation of sexual harassment is found to not fall within the scope of Policy 3085 and Procedure 3085, but still claims conduct which violates this policy, the designated school officials will take immediate steps to:

Protect the grievant from further harassment;
Discuss the matter with and obtain a statement from the accused and his or her representative, if any;
Obtain signed statements of witnesses; and
Prepare a report of the investigation.

Confidentiality

Due to the damage that could result to the career and reputation of any person accused falsely or in bad faith 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, unless otherwise required by Policy 3085 or Procedure 3085P. In addition, all persons involved in an allegation which falls within the scope of this policy, and not within the scope of 3085 or 3085P are prohibited from discussing the matter with coworkers 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.

Cross Reference: 4120 Uniform Grievance Procedure
3085 Sexual Harassment, Discrimination and Retaliation Policy
3085P Title IX Sexual Harassment Grievance Procedure, Requirements and Definitions

Legal References: 42 U.S.C. §§ 2000(e), *et seq*. Title VII of the Civil Rights Act of 1964
20 U.S.C. §§ 1681 - 1682 Title IX of the Education Amendments of 1972
29 C.F.R. § 1604.11 Sexual harassment
I.C. § 67-5909 Acts Prohibited

Policy History:
Adopted on: 1/8/07, 1/11/2021
Revised on: 11/01/08, 11/10/08
Reviewed on: 12/14/2020

Certificated Staff Grievances **5245**

It is the Board's desire that procedures for settling certificated staff grievances be an orderly process within which solutions may be pursued. Further, that the procedures provide prompt and equitable resolution at the lowest possible administrative level. Additionally, it is the Board's desire that each certificated employee be assured an opportunity for orderly presentation and review of grievances without fear of reprisal.

Grievance Definition

A grievance pursuant to this policy shall be a written allegation of a violation of Board approved District policies or a written allegation of a violation of the Master Agreement between the District and the teachers' association.

Grievance Procedure

The District will first review the collective bargaining agreement for any applicable grievance procedures. If such a provision exists, such procedures shall govern the resolution of certificated staff grievances.

A staff member with a grievance is encouraged to first discuss it with their immediate supervisor, with the objective of resolving the matter promptly and informally. An exception is that complaints of sexual harassment should be addressed according to Policy 3085 and Procedure 3085P, and violation of any other protected status should be discussed with the first line administrator that is not involved in the alleged grievance. This attempt at informal resolution is not a required component of the grievance policy but is suggested in an effort to attempt to resolve disputes informally.

If the grievance is not resolved informally, and the grievant wishes to continue to seek to address the grievance, the grievant shall file the written grievance with their immediate building principal. The written grievance shall state:

The policy or provision of the Master Agreement the employee believes was violated;
The alleged date of violation;
The actor involved in the alleged violation; and
The remedy requested by the employee.

The written grievance must be filed with the immediate building principal within ten working days of the date of the initial event allegedly giving rise to the grievance.

Certificated Staff Grievances (continued) **5245**

The immediate building principal or designee of the building principal shall meet with the grievant and shall, at the discretion of the principal or designee, conduct whatever additional meetings or investigative activities the principal or designee believes are necessary to address the grievance.

Subsequent to these activities and within a period of ten working days, the principal shall provide the grievant with a written response to the grievance of the certificated employee.

If the grievant is not satisfied with the decision of the principal or designee, the individual shall have a period of five working days to advance the grievance to the Superintendent by submitting a written objection to the decision with the Superintendent.

If the principal or designee does not provide a written response to the grievance at the conclusion of ten working days and no extension of this time period has been agreed to between the grievant and principal or designee, the grievance shall be advanced to the Superintendent without written response of the principal or designee.

Upon receipt by the Superintendent, the Superintendent or his or her designee shall schedule a meeting between the parties and the principal. The parties shall be afforded the opportunity to either dispute or concur with the principal's report. The Superintendent or designee shall, within a period of 15 working days, decide the matter notifying all the parties in writing of the decision. The decision of the Superintendent or designee shall be controlling, regardless of whether it is in agreement or in disagreement with the decision of the principal.

If either party is not satisfied with the decision of the Superintendent, the Board is the next avenue for appeal. A written appeal must be submitted to the Board within five days of receiving the Superintendent's decision. The Board is the policy-making body of the District, however, and appeals to that level must be based solely on whether or not policy has been followed. Any individual appealing a decision of the Superintendent to the Board bears the burden of proving a failure to follow Board policy.

Upon receipt of a written appeal of the decision of the Superintendent, and assuming the individual alleges a failure to follow Board policy, the matter shall be placed on the agenda of the Board for consideration not later than their next regularly scheduled meeting. A decision shall be made and reported in writing to all parties within 30 days of that meeting. The decision of the Board will be final.

Grievances will be processed according to the step-by-step process outlined in the Uniform Grievance Procedure 4120, however, in the case where a person designated to hear a grievance is the subject of the grievance, the grievance process will begin at the next highest step and the process shall be modified as needed to meet the objectives of the Grievance Procedure. If a grievance is directly based on official Board action, the grievance shall be directed to the Clerk of the Board. The grievance may be heard by the Board at the sole discretion of the Board.

Certificated Staff Grievances (continued) **5245**

Cross Reference: 3085 Sexual Harassment, Discrimination and Retaliation Policy
3085P Title IX Sexual Harassment Grievance Procedure, Requirements and Definitions

Policy History:
Adopted on: 1/11/2021
Revised on:
Reviewed on: 12/14/2020

Uniform Complaint Policy **5250**

Board members may listen to the problems brought to their attention by a patron of the District, and should encourage patrons and employees to review particular problems with the Building Principal or Superintendent. A Board member may bring any matter for review to the attention of any member of the administration and/or to the attention of the Board sitting as a whole.

It is the Board's desire that administrative procedures for settling complaints and grievances be an orderly process within which solutions may be pursued. Further, that the procedure provide prompt and equitable resolution at the lowest possible administrative level. Additionally, it is the Board's desire that members of the community be assured an opportunity for orderly presentation and review of complaints without fear of reprisal.

Community members, parents, employees, and others should use this complaint procedure if they believe that the Board, or its employees or agents have violated their rights guaranteed by the State or federal constitution, State or federal statute, or Board policy.

Exceptions:

> Individuals with complaints alleging illegal discrimination should follow the procedure described in Policy 1360.
>
> Individuals seeking to resolve differences dealing with educational services available under Section 504 of the Rehabilitation Act should follow the procedure described in Policy 1370.

The District will endeavor to respond to and resolve complaints without resorting to this complaint procedure and, if a complaint is filed, to address the complaint promptly and equitably. The right of a person to prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies. Use of this complaint procedure is not a prerequisite to the pursuit of other remedies, and use of this complaint procedure does not extend any filing deadline related to the pursuit of other remedies.

Level 1: Informal

An individual with a complaint is encouraged to first discuss it with the teacher, coach, or building administrator involved, with the objective of resolving the matter promptly and informally. An exception is that complaints of sexual harassment should be discussed with the first line administrator that is not involved in the alleged harassment.

Level 2: Principal or Supervisor

If the complaint is not resolved at Level 1, the complainant may file a written complaint stating: 1) the nature of the complaint, and 2) the remedy requested. It must be signed and dated by the complainant. The Level 2 written complaint must be filed with the Principal or Supervisor within sixty (60) days of the event or incident, or from the date the complainant could reasonably become aware of such occurrence.

Uniform Complaint Policy (continued) **5250**

(If the complaint alleges a violation of Board policy or procedure, the Principal or Supervisor shall investigate and attempt to resolve the complaint. If either party is not satisfied with the Principal's or Supervisor's decision, the complaint may be advanced to Level 3 by requesting in writing that the Superintendent review the decision. This request must be submitted to the Superintendent within fifteen [15] days of the Principal's or Supervisor's decision.)

If the complaint alleges a violation of Title IX, Title II, Section 504 of the Rehabilitation Act, or sexual harassment, the Principal or Supervisor shall turn the complaint over to the Nondiscrimination Coordinator who shall investigate the complaint. The Superintendent or appointee shall serve as Nondiscrimination Coordinator, and will assist in the handling of discrimination complaints. The Coordinator will complete the investigation and file the report with the Superintendent within thirty (30) days after receipt of the written grievance. The Coordinator may hire an outside investigator if necessary. If the Superintendent agrees with the recommendation of the Coordinator, the recommendation will be implemented. If the Superintendent rejects the recommendation of the Coordinator, and/or either party is not satisfied with the recommendations from Level 2, either party may make a written appeal within fifteen (15) days of receiving the report of the Coordinator to the Board for a hearing.

The District will maintain a complete written record of each complaint, the manner in which it was investigated, and the manner in which it was resolved. Such records will be maintained pursuant to the District's record retention policy unless circumstances dictate that the file should be retained for a longer period of time. Written records, to the extent appropriate, will be maintained in a confidential manner in any affected employee's personnel file.

Level 3: Superintendent

Upon receipt of the request for review, the Superintendent shall schedule a meeting between the parties and the Principal or Supervisor. The parties shall be afforded the opportunity to either dispute or concur with the Principal's or Supervisor's report. The Superintendent shall decide the matter within ten (10) days of the meeting and shall notify the parties in writing of the decision. If the Superintendent agrees with the recommendation of the Principal or Supervisor, the recommendation will be implemented. If the Superintendent rejects the recommendation, the matter may either be referred to an outside investigator for further review or resolved by the Superintendent.

If either party is not satisfied with the decision of the Superintendent, the Board is the next avenue for appeal. A written appeal must be submitted to the Board within fifteen (15) days of receiving the Superintendent's decision. The Board is the policy-making body of the school, however, and appeals to that level must be based solely on whether or not policy has been followed. Any individual appealing a decision of the Superintendent to the Board bears the burden of proving a failure to follow Board policy.

Level 4: The Board

Upon receipt of a written appeal of the decision of the Superintendent, and assuming the individual alleges a failure to follow Board policy, the matter shall be placed on the agenda of the Board for consideration not later than their next regularly scheduled meeting. A decision shall be made and reported in writing to all parties within thirty (30) days of that meeting. The decision of the Board is final.

Legal Reference:

I.C. 33-506(1)	Organization and government of the board of trustees
I.C. 33-511	Maintenance of Schools
I.C. 33-512	Governance of Schools
I.C. 33-517	

Policy History:

Adopted on: 1/8/07
Revised on: 11/12/07, 10/13/08, 11/10/08, 5/9/11, 7/11/11

Abused and Neglected Child Reporting 5260

The personal safety and welfare of each child is of paramount concern to the Board of Trustees, employees and patrons of the Troy School District. It is of particular importance that employees within the District become knowledgeable and thoroughly educated as to their legal and ethical responsibilities on observation and reporting of suspected child abuse, child abandonment, or child neglect. The supervisor shall review with staff the legal requirements concerning suspected child abuse at the commencement of each year.

"Abuse" is defined in Idaho Code 16-1602 as any case in which a child has been the victim of conduct or omissions resulting in skin bruising, bleeding, malnutrition, burns, fracture of any bone, subdural hematoma, soft tissue swelling. Abuse is further defined in I.C. 16-1602 to include sexual conduct including rape, molestation, incest, prostitution, obscene or pornographic photographing, filming or depiction for commercial purposes, or other similar forms of sexual exploitation harming or threatening the child's health or welfare, or mental injury to the child, abandonment or neglect.

"Abandoned" means the failure of the parent to maintain a normal parental relationship with his child including, but not limited to, reasonable support or regular personal contact. Failure to maintain this relationship without just cause for a period of one (1) year shall constitute prima facie evidence of abandonment. I.C. 16-1602(2).

"Neglected" means a child: Who is without proper parental care and control, or subsistence, education, medical or other care or control necessary for his well-being because of the conduct or omission of his parents, guardian or other custodian or their neglect or refusal to provide them with these items; see I.C. 16-1602(25).

A District employee or volunteer who has reasonable cause to suspect that a student may be an abused, abandoned or neglected child or who observes a child being subjected to conditions which would reasonably result in abuse, abandonment or neglect shall report or cause to be reported such a case to local law enforcement or the Department of Health and Welfare within twenty four (24) hours.

Employees of the Troy School District shall notify their supervisor immediately of the case. The supervisor shall immediately notify the Superintendent or the Superintendent's designee, who shall in turn report or caused to be reported the case to local law enforcement or the Department of Health and Welfare.

Because of the specialized training that may be necessary to conduct an investigation of alleged child abuse, abandonment, or neglect, any formal investigations of the matter will be conducted by the Idaho Department of Health and Welfare or the local law enforcement agency. All School District employees and volunteers will cooperate with these organizations in their investigatory capacities.

Any person who has reason to believe that a child has been abused, abandoned or neglected and, acting upon that belief, makes a report of abuse, abandonment or neglect as required in Idaho Code 16-1605 shall have immunity from any liability, civil or criminal, that might otherwise be incurred or imposed. Any person who reports in bad faith or with malice is not entitled to immunity from any civil or criminal liability that might otherwise be incurred or imposed. I.C. 16-1606.

Abused and Neglected Child Reporting (continued) 5260

In addition, "any person who makes a report or allegation of child abuse, abandonment or neglect knowing the same to be false or who reports or alleges the same in bad faith or with malice shall be liable to the party or parties against whom the report was made for the amount of actual damages sustained or statutory damages of five hundred dollars ($500), whichever is greater, plus attorney's fees and costs of suit. If the court finds that the defendant acted with malice or oppression, the court may award treble actual damages or treble statutory damages, whichever is greater." I.C. 16-1607

Any District employee who fails to report a suspected case of abuse, abandonment or neglect to the Department of Health and Welfare or local law enforcement, or who prevents another person from doing so, may be civilly liable for the damages proximately caused by such failure or prevention, and is guilty of a misdemeanor. The employee will also be subject to disciplinary action up to and including termination.

Reporting Immunity

Any person who has reason to believe that a child has been abused, abandoned, or neglected and, acting upon that belief, makes a report of abuse, abandonment, or neglect, as required, will have immunity from any liability, civil or criminal, that might otherwise be incurred or imposed. Any such participant will have the same immunity in respect to participation in any judicial proceedings resulting from the report. Any person who reports in bad faith or with malice will not be protected. Any privilege between husband and wife, or between any professional person, except the lawyer-client privilege, including, but not limited to, physicians, counselors, hospitals, clinics, day care centers, and schools and their clients, will not be grounds for excluding evidence in any proceedings regarding the abuse, abandonment, or neglect of the child or the cause thereof.

Any person who makes a report or allegation of child abuse, abandonment, or neglect knowing the report to be false, or who reports or alleges such in bad faith or with malice, will be liable to the person or parties against whom the report was made for the amount of actual damages sustained or statutory damages of five hundred dollars ($500), whichever is greater, plus attorney fees and costs of suit. If a court finds that the individual acted with malice or oppression, the court may award treble actual damages or treble statutory damages, whichever is greater.

Legal Reference:

I.C. 16-1602	Definitions
I.C. 16-1605	Reporting of Abuse, Abandonment or Neglect
I.C. 16-1606	Immunity
I.C. 16-1607	Reporting in Bad Faith-Civil Damages
I.C. 16-1619	
I.C. 16-1620	
I.C. 16-1620A	
A.G. Op'n No. 93-2	

Policy History:
Adopted on: 1/8/07
Revised on: 11/12/07, 11/10/08

Abused and Neglected Child Reporting (continued) **5260**

Legal References: 20 U.S.C. § 1681, et seq. Title IX of the Educational Amendments
A Training Guide for Administrators and Educators on Addressing Adult Sexual Misconduct in the School Setting, Readiness and Emergency Management for Schools, US Department of Education: Office of Safe and Healthy Students

Policy History:
Adopted on: 2/10/20
Revised on:
Reviewed on: 1/21/2020

Adult Sexual Misconduct **5275**

This policy shall apply to all staff, contractors, and volunteers who have contact with students.

For the purposes of this policy, sexual misconduct is defined as any sexual activity directed at a student, regardless of age, with the purpose of developing a romantic or sexual relationship. It includes activities that are:

Physical and non-physical;
Conducted in person or through other modes of communication;
Conducted before, during, or after school;
On District property or elsewhere; and
Legal and illegal.

Illegal sexual misconduct is characterized by sexual contact between an adult and a child under the age of 18 and includes explicit sexual conduct, solicitation of a minor child to participate in a sexual act, sexual exploitation and dissemination of sexual material harmful to minors. Sexual misconduct also includes such inappropriate verbal conduct as sexual comments or questions, jokes, taunting, and teasing and such inappropriate physical conduct as kissing, hair stroking, tickling, and frontal hugging.

Sexual misconduct is prohibited. Staff and volunteers who engage in sexual misconduct shall be subject to disciplinary activity, including termination. They may also be reported to law enforcement and/or the Department of Health and Welfare, as described in Policy 5260.

To avoid the appearance of impropriety, staff should avoid singling students out for personal attention such as frequent hugging or other physical contact; the giving of gifts; frequent compliments directed toward a particular student; overly personal cards, notes, or electronic communications; or teasing that references gender or contains sexual innuendo. Staff should take reasonable measures to avoid being alone with any student unless there is a legitimate, work-related need to be alone with the student. In cases such as before or after school tutoring, teachers may ask another teacher to be present in the classroom, or such tutoring may be conducted in a less private area with other adults present, such as in the school library.

The District recognizes that some student interactions occur outside the classroom. School employees and volunteers should avoid the appearance of impropriety by refraining from the following behavior:

Conducting ongoing, private conversations with individual students that are unrelated to school activities or the well-being of the student and take place in locations inaccessible to others;

Inviting a student or students for home visits without informing parents;
Visiting the homes of students without the knowledge of parents;
Inviting students for social contact off school grounds without the permission or knowledge of the parents; and
Transporting students in personal vehicles without the knowledge of parents or supervisors.

Reporting Sexual Misconduct

Any staff member, contractor, or volunteer who has reasonable cause to believe a staff member, contractor, or volunteer has engaged in misconduct or that any other adult has engaged in sexual misconduct on District property or at a District event shall report the misconduct to his or her supervisor, who shall notify the Superintendent or the Superintendent's designee. The matter shall be investigated in accordance with Policy 3085 and Procedure 3085P. Investigation of any report of sexual misconduct shall include an investigation of whether the incident constitutes a violation of Title IX. Sexual misconduct not which does not fall within the definition of sexual harassment provided in Procedure 3085P may still result in disciplinary action up to and including dismissal.

The individual with reasonable cause to believe sexual misconduct has occurred shall also report the incident in accordance with Policy 5260, if applicable.

False Reports

Making a knowingly false report of sexual misconduct is prohibited and may result in the termination of a staff member or volunteer who makes such a report or in the suspension or expulsion of a student who makes such a false report.

Distribution of Policy and Training

This policy shall be posted on the District website and provided to all new employees upon hiring, to all volunteers upon acceptance as volunteers. The employee or volunteer shall sign an acknowledgment, to be retained by the District, indicating that they have received and reviewed a copy of this policy.

The District shall provide training on preventing and reporting sexual misconduct to all staff who have contact with students.

Cross References: 3085 Sexual Harassment, Discrimination and Retaliation Policy
3085P Title IX Sexual Harassment Grievance Procedure, Requirements and Definitions
3290 Sexual Harassment/Intimidation of Students
5240 Sexual Harassment/Sexual Intimidation in the Workplace
5260 Abused and Neglected Child Reporting
5280 Professional Standards Commission (PSC) Code of Ethics

5325 Employee Use of Social Media Sites, Including Personal Sites

Legal References: 20 U.S.C. §§ 1681 - 1682 Title IX of the Education Amendments of 1972

Other References: US Department of Education: Office of Safe and Healthy Students Readiness and Emergency Management for Schools (REMS) Technical Assistance (TA) Center, *A Training Guide for Administrators and Educators on Addressing Adult Sexual Misconduct in the School Setting, Readiness and Emergency Management for Schools* (March, 2017) (available at https://rems.ed.gov/docs/ASMTrainingGuide.pdf).

Policy History:
Adopted on: 2/10/20, 1/11/2021
Revised on:
Reviewed on: 12/14/2020

Troy School District 287

5000-PERSONNEL **5280**

Professional Standards Commission (PSC) Code of Ethics

The Code of Ethics for Idaho Professional Educators was developed by the Professional Standards Commission, approved by the Idaho State Board of Education, and approved by the Idaho Legislature.

The District's professional educators are required to comply with the most current version of the Code of Ethics provided in IDAPA 08.02.02.076.

Legal References:	IC § 33-1208	Teachers - Revocation, Suspension, Denial, or Place Reasonable Conditions on Certificate — Grounds
	IC § 33-1208A	Teachers — Reporting Requirements and Immunity
	IC § 33-1209	Teachers - Proceedings to Revoke, Suspend or Deny or Place Reasonable Conditions on a Certificate
	IC § 33-5204A	Applicability of Professional Codes and Standards – Limitations upon Authority
	IC § 33-5206(6)	Requirements and Prohibitions of a Public Charter School
	IDAPA 08.02.02.076	Code of Ethics for Idaho Professional Educators
	IDAPA 08.02.02.077	Definitions for Use with the Code of Ethics for Idaho Professional Educators
	IDAPA 08.02.04.300	Public Charter School Responsibilities

Policy History:
Adopted on: 01/08/07, 12/11/2023
Revised on: 11/12/07,11/10/08,8/13/18,11/13/2023
Reviewed on: 11/13/2023

Professional Standards Commission (PSC) Code of Ethics **5281**

This version of the Code of Ethics for Idaho Professional Educators was developed by the Professional Standards Commission in September, 2003; approved by the Idaho State Board of Education in November, 2003; and approved by the Idaho legislature in March, 2004. (IDAPA 08.02.02.076) It has since been amended and approved by the Idaho legislature. The date of approval follows the IDAPA subsection.

The Idaho Code of Ethics consists of Ten (10) Principles. Below is a summary of those principles - please refer to the complete document for details.

Code Of Ethics: The Ten Principles (Summary)

• **Principle I:** A professional educator abides by all federal, state, and local laws and statutes.

• **Principle II:** A professional educator maintains a professional relationship with all students, both inside and outside the classroom.

• **Principle III:** A professional educator refrains from the abuse of alcohol or drugs during the course of professional practice.

• **Principle IV:** A professional educator exemplifies honesty and integrity in the course of professional practice.

• **Principle V:** A professional educator entrusted with public funds and property honors that trust with a high level of honesty, accuracy, and responsibility.

• **Principle VI:** A professional educator maintains integrity with students, colleagues, parents, patrons, or business personnel when accepting gifts, gratuities, favors, and additional compensation.

• **Principle VII:** 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.

• **Principle VIII:** 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.

• **Principle IX:** A professional educator reports breaches of the Code of Ethics for Idaho Professional Educators, and submits reports as required by Idaho Code.

• **Principle X:** A professional educator demonstrates conduct that follows generally recognized professional principles with the right to exercise academic freedom.

Professional Standards Commission (PSC) Code of Ethics **5281**

Legal Reference:
IDAPA 08.02.02.076
I.C. 33-513
I.C. 33-1208
I.C. 33-1208A
I.C. 33-1209
IDAPA 08.02.02.076 and 08.02.02.077

Policy History:
Adopted on: 1/8/07
Revised on: 11/12/07, 11/10/08, 9/14/09

Solicitations **5285**

Solicitations By Staff Members

Employees will not sell, solicit for sale, or advertise for sale for personal gain any merchandise or service nor will employees organize students for such purposes without the approval of the Superintendent.

Solicitations of Staff Members

No non-school organization may solicit funds from employees or distribute flyers related to fund drives through the schools without the approval of the Superintendent.

Policy History:
Adopted on: 11/10/08
Revised on:

Professional Employee Representation for Purposes of Negotiations 5295

In accordance with the applicable provisions of Idaho Code, in order for the District to engage in negotiations with an authorized local education association (LEA), upon Board request, the LEA shall be required to demonstrate to the District that it has been duly chosen and selected by 50% plus one of the professional employees of the District, excluding administrative personnel, as their representative LEA for negotiations.

Any efforts to demonstrate the association represents a majority of certified employees or to otherwise engage in association activities must follow Policy 5296.

Starting Negotiations

A party that wants to start negotiation shall provide the other party notice of such interest, in writing.

If the Board is interested in starting negotiations, it shall provide written notification to all representative education associations for which membership is known to exist at the District (i.e. local IEA, AFT, NWPEA etc. affiliate). If the District is not aware of any membership, the District has no obligation to provide notice. However, if the District is aware that an association has 50% plus one dues paying members, the District need only contact this one LEA about starting negotiations.

If an association is interested in starting negotiations, a written letter shall be advanced by the association to the Board's Clerk. An association interested in starting negotiations need not be a formal association with any ties to any state or national entity. The association may be entirely comprised of a local group of professional employees of the District, with no affiliation to any outside association.

Identification of the Number of Professional Employees Required for Negotiations

Upon notification of interest in starting negotiations, whether the notice is from the District or by an association, the District shall prepare a list of all professional employees of the District currently on contract, excluding those serving as administrative personnel.

District personnel shall ascertain from this list how many individuals the association must represent to obtain LEA status for the purpose of negotiations pursuant to the 50% plus one statutory requirement. If there is only one education association active in the District, and the Board is confident it represents 50% plus one of the eligible employees, the Board may, at its option, waive the requirement for the association to demonstrate they represent 50% plus one of the eligible employees.

The District shall notify the association of the representation number necessary to meet the 50% plus one statutory requirement. This notification shall be in writing or via electronic communication to maintain a record of the communication.

If an employee is a partial administrative FTE and a partial teaching FTE, and is counted as such on the District's State reporting, the District may include the partial teaching FTE, only to the extent of the percentage of the partial teaching FTE, in the listing and calculation for representative status.

If there is any question about the number of professional employees required to reach the 50% plus one representative status, a meeting shall be held between one or more District representatives and representation of the association to review the manner in which the figure was reached.

Obtaining Authorization and Representative Status

The association process for obtaining authorization for representative status for the purposes of negotiations must include the following:

1. Representation authority for the purpose of negotiations must be documented in writing.

2. Representation authority for the purpose of negotiations must be associated with the current or immediate previous school year in question, even if the authority is contended to be continuing or rolling. The current or immediate previous school year's representation authority status shall be noted on the written authorization from the professional employee.

3. For representation status for the purpose of negotiations, the subject employee need not be a member, dues paying or otherwise, of any official labor organization, association, or union.

Both parties shall comply with the requirements of the Code of Ethics for Idaho Professional Educators, and the Idaho Right to Work Laws, and IC 33-1272 et seq. as well as the requirements set out in Policy 5296.

Neutral Party Selection

The District shall create a list of three neutral individuals from which one will be selected by the parties to serve as the "Neutral Party", the individual responsible for reviewing and determining if the association has met the representative status of 50% plus one as required by statute.

This list shall be prepared in writing, and all individuals on the list shall have been contacted to confirm their willingness and ability to perform these duties and to confirm:

1. The neutral individual is not and has never been an employee with the District, and they do not have a spouse, parent, child, or grandchild who is or was an employee of the District.
2. The neutral individual is not and has never been a member of any LEA.
3. The neutral individual list shall be generated from a review of local current and/or former public officials and public citizens who serve the community. Examples may include, but are not limited to local city council members or employees, local mayors or mayor's office employees, local legislators, employees of the State Department of Education, employees of the State Board of Education, local judges or county clerk's, officials or officers at a local banking institution, etc.

A meeting shall be held between one or more District representatives and representatives of the association seeking to obtain LEA status. At the meeting, the written list of neutral individuals will be provided and discussed. If the parties cannot mutually agree to select one of the individuals from the list, the parties shall take alternative turns, each striking one individual from the list to leave a final selection, with the association seeking to obtain representative status having the first option to strike a name. The final name left after each side has had the chance to strike one will serve as the neutral party responsible for determining if the association has met the representative status of 50% plus one as required by statute.

After selection of the neutral party, both the District and association shall sign written notification of the selection, and neither party shall have communications, directly or indirectly, with the neutral party unless both parties consent to the communications and participates in them.

Neutral Party Review

Jointly, the District and the association shall provide the neutral party with the following information to ascertain representative status:

1. The District shall provide, in writing, to the neutral party, the list of certified employees on contract, excluding administrative personnel, prepared as described above.

2. The association shall provide to the neutral party, in writing, authorization documentation~~,~~ from each certified employee who has signed such, documenting authority to act as a representative for the purpose of negotiations. This documentation must be no more than two years old.

3. The association is not required to provide the current authorization documentation to the District or its administration, but it may choose to do so.

4. The District shall provide a copy of this policy as well as a copy of Section 33-1272, Idaho Code.

The neutral party shall then compare the list provided by the District and the current authorizations from the association. Any authorizations that are older than two years shall not be counted in the establishment of representative status. Upon completion of the comparison, the neutral party shall prepare a written letter indicating the exact percentage of District certified employees, to the second decimal, that have provided written authorization to the association to serve as a representative for negotiations purposes. This letter shall be notarized and jointly provided to the District and the association seeking representation status for the purpose of negotiations.

Final Steps

If representative status of 50% plus one has been obtained, the District and the now determined LEA may start the negotiation process. If such representative status has not been met due to failure to meet the statutory required levels, negotiations shall not commence.

If no new association seeks to obtain representative status for the purpose of negotiations and to be deemed the LEA, the District's Board may establish compensation and benefits and other working conditions as it deems appropriate in due course.

Legal References
33-1275
33-1279
IC § 33-1216, et seq.
IC § 33-1271
IC § 33-1272
IC § 33-513
IC § 44-2001
IC § 44-2003
IC § 44-2004
IC § 44-2006
IC 33-1277

Policy History:
Adopted On: 08/10/26
Revised On:
Reviewed On: 07/13/26

Limits on Local Education Association Activities 5296

Prohibited Activities

Idaho Code prohibits the District from doing any of the following:

1. Deducting dues, fees, assessments, fines, or contributions from the pay of a certified employee on behalf of a local education association (LEA). For the purposes of this policy, a LEA means a teachers union or its affiliate as defined in IC 33-1272, and it may include, but is not limited to, the Idaho Education Association the Northwest Professional Education Association, the American Federation of Teachers, and their local affiliates;

2. Increasing a certified employee's compensation for the purpose of paying LEA dues, fees, assessments, fines, or contributions;

3. Providing certificated employees' personal or contact information to a LEA except for:

    1. Information whose disclosure is required upon a public records request; and
    2. Information whose release has been authorized by the employee.

4. Requiring any certified employee to meet, communicate with, listen to, or otherwise interact with a LEA. This shall include:

    1. Allowing anyone to speak at a staff meeting or other work activity in their capacity as a representative of the LEA or to promote membership in the LEA;
    2. Seeking signatures for membership cards during work hours;

This shall not include such activities outside of work hours at events held on District property when used by the LEA as described in Policy 4210 Community Use of Facilities. Any use of a school facility by a LEA or for a LEA activity must be done through this process for community use of facilities, and the LEA shall be treated in the same way as other community groups seeking to use District facilities. Such activities may only take place outside of work hours.

5. Distributing communications or membership solicitations on behalf of a LEA. This shall include providing such materials in the following ways:

    1. Via District email or devices;
    2. Using staff mailboxes unless such mailboxes are made available to distribute communications by other community groups; and
    3. Using any District bulletin boards unless such boards are made available to publicize communications by other community groups.

LEA activities shall not be conducted by the District, employees, or representatives of the LEA using District email.

5. Contributing funds to, or expending funds on behalf of a LEA.

6. Providing any compensation or paid leave to a certified employee, directly or indirectly, for the purpose of engaging in LEA activities, except the following:

    1. A leave of absence which the Board may grant a certified employee for up to one year of service to a LEA of which they are a member and have been elected president as described in IC 33-1216.
    2. Released time for a certified employee to serve on a committee or commission established by the State of Idaho, the State Legislature, or by a department or agency of the State of Idaho as described in IC 33-1279. Such leave shall be provided for up to five days, and more time may be provided at the Board's discretion.

Local Education Association Activities

For the purposes of this policy, LEA activities include any of the following if done at the direction of, on behalf of, or to advance the purposes of a LEA:

1. Supporting or opposing any candidate for federal, state, or local public office;
2. Influencing the passage or defeat of any federal or state legislation or regulation or any local ordinance or ballot measure;
3. Promoting or soliciting membership or participation in, or financial support of a LEA;
4. Seeking to become the exclusive representative of all professional employees in a district;
5. Participating in the administration, business, or internal governance of a LEA;
6. Preparing, conducting, or attending LEA events, conferences, conventions, meetings, or trainings, unless the training is directly related to their performance of their job duties;
7. Distributing LEA communications;
8. Representing or speaking on behalf of a LEA in any setting, venue, or procedure in which the District is not a participant;
9. Representational activities, which shall mean:

    1. Preparing, filing, or pursuing grievances;
    2. Representing professional employees in investigatory interviews, disciplinary proceedings, appeals, or other administrative or legal proceedings;
    3. Engaging in negotiations and any related mediation;
    4. Administering a negotiation agreement; or
    5. Participating in labor-management committees.

Permissible Practices

Employees may only engage in LEA activities outside of work hours as described in Policy 5210 or under one of the following circumstances, provided the current negotiated agreement provides for the following.

1. The District may grant a certified employee time off without pay or benefits to engage in LEA activities. The LEA may compensate the employee for these activities.

2. The District may allow a certified employee to use their own compensated personal leave to engage in LEA activities. This leave can only be used if the employee can freely choose how to use the leave and if the leave used is accrued at the same rate by similarly situated certified employees regardless of LEA membership or participation.

3. In the case of representational activities as described above, a certified employee may engage in the activity while on duty without loss of pay or benefits if:

1. The LEA reports to the District the amount of time the employee spent on representational activities. The report must be provided at least twice per year and indicate how much time each employee spent on these activities and on which days. The amount of time must be reported to the nearest quarter hour.
2. The District calculates the pro rata value of compensation, including wages and benefits, paid or accruing to a professional employee for time spent engaged in representational activities and provides an invoice for this amount to the LEA at least twice per year; and
3. Upon receipt of the invoice from the District, the LEA provides full payment to the District within 30 days.

If the District has a negotiated agreement with an LEA, the agreement shall state whether representational activities may take place during work hours through one of the processes listed above permitting such activities. Whenever feasible, representational activities shall be conducted outside of work hours. When an allowable method of conducting such activities during work hours is used, the District shall maintain records to document that the appropriate process has been followed.

Other LEA Restrictions

The District and its employees shall comply with the requirements of the Code of Ethics for Idaho Professional Educators and the Idaho Right to Work Laws. These include, but are not limited to, the following requirements:

1. They shall refrain from unethical conduct, which includes willfully interfering with the free participation of colleagues in education associations.

2. No person shall be required, as a condition of employment or continuation of employment, to:

    1. Resign or refrain from voluntary membership in, voluntary affiliation with, or voluntary financial support of a labor organization, including an LEA; or
    2. Become or remain a member of a labor organization, including an LEA; or
    3. Pay any dues, fees, assessments, or other charges of any kind or amount to a labor organization, including an LEA; or
    4. To pay to any charity or other third party, in lieu of such payments, any amount equivalent to or a pro-rata portion of dues, fees, assessments, or other charges regularly required of members of a labor organization, including an LEA; or
    5. To be recommended, approved, referred, or cleared by or through a labor organization, including the LEA.

3. It is unlawful for any person, by any threatened or actual intimidation or by any damage or threatened damage to the property of an employee or prospective employee or the family of an employee or prospective employee, to compel or attempt to compel an employee to join, affiliate, or financially support a labor organization, including the LEA, or to refrain from doing so.

4. It is unlawful to cause or attempt to cause an employee to be denied employment or discharged from employment because of support or nonsupport of a labor organization, including the LEA, by inducing or attempting to induce any other person to refuse to work with an employee.

Legal References
33-1275
33-1279
IC § 33-1216, et seq.
IC § 33-513
IC § 74-101, et seq.

Policy History:
Adopted On: 08/10/26
Revised On:
Reviewed On: 07/13/26

Political Activity - Staff Participation **5300**

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

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

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

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

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

Legal Reference:

5 USC 7321, et seq. Hatch Act
Idaho Constitution Article III, Section 1
I.C. 33-506(1)
Idaho Attorney General Opinion No. 95-07

Policy History:

Adopted on: 1/8/07
Revised on: 11/12/07, 11/10/08, 8/27/18

Whistleblower Protection **5305**

All District employees are protected from retaliation for reporting waste or violations of any law, rule, or regulation so long as the employee:

1. Reports in good faith his or her belief that there is waste of public funds;
2. Reports in good faith the violation or suspected violation of a law, rule, or regulation;
3. Participates in or gives information in an investigation, hearing, court proceeding, legislative, or other inquiry, or other administrative review; or
4. Objects to or refuses to carry out a directive that the employee believes in good faith to violate a law, rule, or regulation.

The District is forbidden from taking the following adverse action against an employee for exercising the employee's rights listed above:

1. Discharging the employee;
2. Threatening the employee; or
3. Discriminating against the employee's employment.

Discrimination against employment includes compensation, terms, conditions, location, rights, immunities, promotions, or privileges.

If the District takes adverse action or intends to take adverse action that is forbidden by the Idaho Protection of Public Employees Act, the employee may sue for damages or an injunction within one hundred eighty (180) days. If a court finds that adverse action was taken or threatened, the court may enjoin further adverse action, order the reinstatement of the employee, order compensation for lost wages, assess a civil penalty not to exceed five hundred dollars ($500), and order payment of the employee's attorney fees.

The District may be awarded attorney's fees when an employee brings suit without reasonable basis in fact or law.

Legal Reference:
I.C. 6-2101, *et seq.*

Policy History:
Adopted on: 1/8/07
Revised on: 11/12/07

Tobacco Free Policy **5310**

The District maintains tobacco-free buildings and grounds. Use of tobacco will not be allowed in any buildings or grounds nor will employees be allowed to use tobacco while on duty. New employees of the District will be hired with the understanding that they will be directed not to use tobacco in school buildings or grounds. Limitations or prohibitions on tobacco use are applicable to all hours.

Legal Reference:
I.C. 39-5501 et seq. Clean Indoor Air Act

Policy History:
Adopted on: 11/10/08
Revised on:

Drug-Free Workplace **5320**

Purpose

The Troy School District is committed to a safe working environment, to making adequate provisions for the safety and health of its employees at their place of employment, and to the safety and health of the students we serve as well as the general public.

The use of illegal drugs, alcohol, and the misuse of prescription drugs is unacceptable. All District workplaces are hereby declared to be drug- and alcohol-free workplaces.

All employees are prohibited from:

1. Unlawful manufacturing, dispensing, distributing, possessing, being under the influence of a controlled substance, or using illegal drugs or drug paraphernalia, while on District premises, while performing work for the District, or in attendance at District-approved or school-related functions.
2. Distributing, manufacturing, selling, consuming, using, possessing, or being under any degree of intoxication or odor from alcohol while on District premises, while performing work for the District or in attendance at District-approved or school-related functions.
3. Using or taking prescription drugs above the level recommended by the prescribing physician or using prescribed drugs for purposes other than those for which they are intended while on duty. In addition, employees will not distribute a prescribed drug to another employee or student.

As a condition of employment, each employee shall:

1. Abide by the terms of the District policy respecting a drug- and alcohol-free workplace; and,
2. Notify his or her Superintendent of any conviction under any criminal drug statute including but not limited to the use of controlled substances, alcohol, prescription drugs, or over-the-counter drugs for a violation occurring on the District premises or while performing work for the District, no later than five (5) days after such a conviction.

Definitions as Used in This Policy

1. "Illegal use of drugs" means the use of drugs, the possession or distribution of which is unlawful. Such term does not include the use of a drug taken under the supervision by a licensed health care professional.
2. "Drug" or "illegal drug" means a controlled substance as defined in Schedules I through V of Section 202 of the Controlled Substances Act found in Chapter 27, Title 37 Idaho Code.
3. "Conviction" means a finding of guilt, including a plea of no-contest, or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.
4. "Criminal Drug Law" means a federal or non-federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

Drug-Free Workplace (continued) **5320**

5. Controlled Substance – means any drug or substance that is:
   A. not legally obtainable;
   B. being used in a manner different than prescribed;
   C. legally obtainable, but has not been legally obtained; or
   D. referenced in federal or state controlled substance acts.
6. "Substance Abuse" is the misuse or illicit use of alcohol, drugs, or controlled substances, including but not limited to marijuana, heroin, or cocaine.

Confidentiality

Records that pertain to the District's employee required substance screens are recognized to be private and sensitive records. They shall be maintained by the Superintendent or his designee in a secure fashion to insure confidentiality and privacy and be disclosed only to the extent necessary to address any work-related safety risks occasioned by either the drug or alcohol use. Medical records, and information relating directly thereto, shall be maintained in accordance with provisions of Idaho law and used with the highest regard for employee privacy consistent with law and the purpose of achieving and maintaining a drug free workplace. All personnel records and information regarding referral, evaluation, substance screen results, and treatment shall be maintained in a confidential manner and no entries concerning such shall be placed in an employee's personnel file.

Pre-Employment Testing

Applicants being considered for employment positions may/shall be required to submit to a urinalysis test for the detection of the illegal use of drugs. Applicants shall be given a copy of this policy in advance of employment. Applicants must acknowledge having read or had this policy explained to them and should understand that as a condition of employment they are subject to its contents. Applicants shall sign an acknowledgment prior to substance screening, permitting the summary result to be transmitted to the Superintendent or designee.

An applicant refusing to complete any part of the drug testing procedure shall not be considered a valid candidate for employment with the District, and such will be considered as a withdrawal of the individual's application for employment. If substance screening shows a confirmed positive result for which there is no current physician's prescription, a second confirming test may be requested by the Superintendent or designee. If the first or any requested second confirming test is positive, any job offer shall be revoked.

Physical Examination/Screening Based Upon Reasonable Suspicion

Whenever the Board, through its authorized designee, and/or the Superintendent, reasonably suspects that an employee's work performance or on-the-job behavior may have been affected in any way by illegal drugs or alcohol or that an employee has otherwise violated the District's Drug-Free Workplace Substance Abuse Policy, the employee may be required to submit a breath, saliva, urine and/or blood sample for drug and alcohol testing. When a supervisor observes or is notified of behaviors or events that lead the supervisor to believe that the

employee is in violation of the Drug-Free Workplace Substance Abuse Policy, the supervisor shall notify the Superintendent.

An employee who is required to submit to drug/alcohol testing based upon reasonable suspicion and refuses shall be charged with insubordination, and necessary procedures will be taken to terminate the employee in accordance with Board policy and state law.

An employee who tests positive on a reasonable suspicion test will be in violation of this policy. Violation of this policy shall constitute grounds for termination in accordance with Board policy and state law.

The District's authorized designee, or the Superintendent, are the only individuals in the District authorized to make the determination that reasonable suspicion or cause exists to order a drug screen and are the only individuals who may order an employee to submit to a drug screen.

Two types of cases for which reasonable suspicion procedures may be invoked are:

1. Chronic Case - Deteriorating job performance or changes in personal traits characteristics where the use of alcohol or drugs may be reasonably suspected as the cause.
2. Acute Case - Appearing to be under the present influence of alcohol and/or drugs or investigation of an accident where the use of alcohol or drugs is reasonably suspected to be a contributing cause in a specific incident or observation.

Circumstances under which substance screening may be considered, in either the chronic or acute cases, include but are not limited to the following:

1. Observed use, possession, or sale of illegal drugs and/or use, possession, sale, or abuse of alcohol and/or the illegal use or sale of prescription drugs.
2. Apparent physical state of impairment of motor functions.
3. Marked changes in personal behavior not attributable to other factors.
4. Employee involvement in or contribution to an accident where the use of alcohol or drugs is reasonably suspected or employee involvement in a pattern of repetitive accidents, whether or not they involve actual or potential injury.
5. Violations of criminal drug law statutes involving the use of illegal drugs, alcohol, or prescription drugs and/or violations of drug statutes.

The circumstances under which substance screening may be considered, as outlined above, are strictly limited in time and place to employee conduct on duty or during work hours, or on or in District property, or at school system-approved or school-related functions.

Post-Accident Testing

Drivers while on school business or operating a school vehicle involved in a motor vehicle accident which involves either a fatality or the issuance of a citation for a moving violation to the District employee may/will be tested for alcohol misuse and controlled substance abuse.

Drug-Free Workplace (continued) 5320

The driver will contact the District at the time of the accident unless he or she is physically impaired as a result of the accident. The District will contact the testing lab. The testing lab will specify where the alcohol and/or controlled substance testing is to be completed.

If a driver is not able to produce enough breath to test for alcohol using a state approved breath analyzer, a blood test may be done for alcohol.

Law enforcement officials may require a driver involved in an accident to submit to tests administered as part of their jurisdiction. For purposes of this policy, only the test results provided by the District testing laboratory will be accepted.

Failure of an employee to submit to testing for either alcohol and/or controlled substance will be considered a positive test and will be determined as cause for disciplinary action.

Testing for alcohol must be done within eight (8) hours of the time of the accident. Testing for controlled substances must be done within thirty-two (32) hours of the time of the accident.

The driver subject to post-accident testing must refrain from consuming alcohol for either eight (8) hours following the accident or until he/she submits to an alcohol test, whichever comes first. Failure to do so will constitute a positive test result and will be determined as cause for disciplinary action.

Opportunity to Contest or Explain Test Results

Employees or job applicants who have a positive confirmed test result may explain or contest the result to the Superintendent or designee within five (5) working days after the Superintendent or designee contacts the employee or job applicant and shows him/her the positive test result as it was received from the laboratory in writing.

Return to Duty Testing

An employee who has been given the opportunity to undergo rehabilitation for drugs or alcohol will, as a condition of returning to duty, shall be required to agree to a reasonable follow-up testing established by the Superintendent or designee. The extent and duration of the follow-up testing will depend upon the safety or security nature of the employee's position and the nature and extent of the employee's substance abuse problem. The Superintendent or designee is to review the conditions of continued employment with the employee prior to the employee's returning to work. Any such condition for continued employment shall be given to the employee in writing. This Agreement must be signed by the employee before the employee is allowed to return to the job. Prior to the employee coming back on the job, the employee must complete a drug and/or alcohol test done which shows negative results.

The Superintendent or designee may consult with the employee's rehabilitation program in determining an appropriate follow-up testing program, including the frequency of any substance screening contained in a follow-up testing program. In no instance shall such screening be ordered by the Superintendent or designee more than one (1) time within a seventy-two (72)

hour period. In the event of positive test results, the Superintendent or designee will work out disciplinary procedures, if any, in accordance with Board policy and state law.

Any employee subject to return to duty testing that has a confirmed positive drug test shall be in violation of this policy. Violation of this policy shall constitute grounds for immediate termination in accordance with Board policy and state law.

Inspections

Employees may be assigned District-owned offices, vehicles, lockers, desks, cabinets, etc. for the mutual convenience of the District and personnel. Employees have no expectation of privacy in any of these locations or any personal belongings which they may place in such areas.

Whenever the Board reasonably suspects that an employee's work performance or on-the-job behavior may have been affected in any way by alcohol or drugs or that an employee has sold, purchased, used or possessed alcohol, drugs or drug paraphernalia on District premises, the Board may search the employee, the employee's locker, desk or other District property under the control of the employee.

Inspections under this policy are limited to investigations into work-related misconduct and offenses. Any searches for law enforcement purposes must comply with all applicable state laws.

District Action Upon Violation of Policy

Employees in violation of the provisions of this policy shall be subject to disciplinary action up to and including termination. Alternatively, the Board may require an employee to successfully complete an appropriate drug- or alcohol-abuse, employee-assistance rehabilitation program. The fact that an employee has been referred for assistance and his/her willingness or ability to rehabilitate are appropriate considerations as to what, if any, disciplinary action may be taken. Should District employees be engaged in the performance of work under a federal contract or grant, or under a state contract or grant of $5,000 or more, the Superintendent or his designee shall notify the appropriate state or federal agency from which the District receives contract or grant moneys of the employee's conviction, within ten (10) days after receiving notice of the conviction.

In determining whether and to what extent an employee will be disciplined or discharged in regard to violating this policy, the Board will consider the following factors: the degree to which the nature of the criminal offense reduces the District's ability to maintain a safe working environment; the degree to which the nature of the criminal offense unreasonably endangers the safety of other employees and/or students; the degree to which the conviction unreasonably undermines the public confidence in the District's operations; the nature of the criminal offense; the nature of the employee's job with the District; the existence of any explanatory or mitigating facts or circumstances; whether the employee promptly reports the conviction; and any other facts relevant to the employee, including but not limited to years of service and record of performance with the District.

Drug-Free Workplace (continued) **5320**

An employee can be discharged for work-related misconduct as provided in I.C. 72-1366, for the following reasons:

1. A confirmed positive drug and/or alcohol test, with a test result of not less than .02 BAC;
2. The employee refusing to provide a sample for testing purposes;
3. The employee altering or attempting to alter a test sample by adding a foreign substance; or
4. The employee submitted a sample that is not his/her own.

Within thirty (30) days after receiving notice of a conviction, the District will take appropriate disciplinary action and/or refer the employee to an appropriate substance abuse rehabilitation program.

Legal Reference:

Drug Free Workplace Act of 1988
I.C. 72-1701 through 72-1716

Policy History:

Adopted on: 1/8/07
Revised on: 11/12/07, 11/10/08, 7/6/09

Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers **5322**

School bus and commercial vehicle drivers shall be subject to a drug and alcohol testing program that fulfills the requirements of the Code of Federal Regulations, Title 49, Part 382.

Other persons who drive vehicles designed to transport sixteen (16) or more passengers, including the driver, are likewise subject to the drug and alcohol testing program.

Testing procedures and facilities used for the tests shall conform with the requirements of the Code of Federal Regulations, Title 49, §§ 40, et seq.

Pre-Employment Tests

Tests shall be conducted before the first time a driver performs any safety-sensitive function for the District.

Safety-sensitive functions include all on-duty functions performed from the time a driver begins work or is required to be ready to work, until he/she is relieved from work and all responsibility for performing work. It includes driving; waiting to be dispatched; inspecting and servicing equipment; supervising, performing, or assisting in loading and unloading; repairing or obtaining and waiting for help with a disabled vehicle; performing driver requirements related to accidents; and performing any other work for the District or paid work for any entity.

The tests shall be required of an applicant only after he/she has been offered the position. Exceptions may be made for drivers who have had the alcohol test required by law within the previous six months and participated in the drug testing program required by law within the previous thirty days, provided that the District has been able to make all verifications required by law.

Post-Accident Tests

Alcohol and controlled substance tests shall be conducted as soon after an accident as practicable on any driver:

1. who was performing safety-sensitive functions with respect to the vehicle, if the accident involved loss of human life; or
2. who receives a citation under state or local law, for a moving traffic violation arising from the accident.

Drivers shall make themselves readily available for testing, absent the need for immediate medical attention. No such driver shall use alcohol for eight hours after the accident, or until after he/she undergoes a post-accident alcohol test, whichever occurs first.

If an alcohol test is not administered within two hours or if a drug test is not administered within thirty-two hours, the District shall prepare and maintain records explaining why the test was not conducted. Tests will not be given if not administered within eight hours after the accident for alcohol or within thirty-two hours for drugs.

Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers (continued) 5322

Tests conducted by authorized federal, state, or local officials will fulfill post-accident testing requirements provided they conform to applicable legal requirements and are obtained by the District. Breath tests will validate only the alcohol test and cannot be used to fulfill controlled substance testing obligations.

Random Tests

Tests shall be conducted on a random basis at unannounced times throughout the year. Tests for alcohol shall be conducted just before, during, or just after the performance of safety- sensitive functions. The number of random alcohol tests annually must equal 25% of the average number of driver positions. The number of random drug tests annually must equal 50% of the average number of driver positions. Drivers shall be selected by a scientifically valid random process, and each driver shall have an equal chance of being tested each time selections are made.

Reasonable Suspicion Tests

Tests shall be conducted when a supervisor or District official trained in accordance with law has reasonable suspicion that the driver has violated the District's alcohol or drug prohibitions. This reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech, or body odors. The observations may include indications of the chronic and withdrawal effects of controlled substances.

Alcohol tests are authorized for reasonable suspicion only if the required observations are made during, just before, or just after the period of the work day when the driver must comply with alcohol prohibitions. An alcohol test may not be conducted by the person who determines that reasonable suspicion exists to conduct such a test. If an alcohol test is not administered within two hours of a determination of reasonable suspicion, the District shall prepare and maintain a record explaining why this was not done. Attempts to conduct alcohol tests shall terminate after eight hours.

A supervisor or District official who makes observations leading to a controlled substance reasonable suspicion test shall make a written record of his/her observations within twenty-four hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

Enforcement

Any driver who refuses to submit to a post-accident, random, reasonable suspicion, or follow-up test shall not perform or continue to perform safety-sensitive functions.

Drivers who test positive for alcohol or drugs shall be subject to disciplinary action up to and including dismissal.

Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers (continued) **5322**

A driver who violates District prohibitions related to drugs and alcohol shall receive from the District the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs available to evaluate and resolve drug and alcohol-related problems. The employee shall be evaluated by a substance abuse professional who shall determine what help, if any, the driver needs in resolving such a problem. Any substance abuse professional who determines that a driver needs assistance shall not refer the driver to a private practice, person, or organization in which he/she has a financial interest, except under circumstances allowed by law.

An employee identified as needing help in resolving a drug or alcohol problem shall be evaluated by a substance abuse professional to determine that he/she has properly followed the prescribed rehabilitation program and shall be subject to unannounced follow-up tests after returning to duty.

Return-to-Duty Tests

A drug or alcohol test shall be conducted when a driver who has violated the District's drug or alcohol prohibition returns to performing safety-sensitive duties. Employees whose conduct involved drugs cannot return to duty in a safety-sensitive function until the return-to-duty drug test produces a verified negative result.

Employees whose conduct involved alcohol cannot return to duty in a safety-sensitive function until the return-to-duty alcohol test produces a verified result that meets federal and District standards.

Follow-Up Tests

A driver who violates the District's drug or alcohol prohibition and is subsequently identified by a substance abuse professional as needing assistance in resolving a drug or alcohol problem shall be subject to unannounced follow-up testing as directed by the substance abuse professional in accordance with law. Follow-up alcohol testing shall be conducted just before, during, or just after the time when the driver is performing safety-sensitive functions.

Records

Employee drug and alcohol test results and records shall be maintained under strict confidentiality and released only in accordance with law. Upon written request, a driver shall receive copies of any records pertaining to his/her use of drugs or alcohol, including any records pertaining to his/her drug or alcohol tests. Records shall be made available to a subsequent employer or other identified persons only as expressly requested in writing by the driver.

Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers (continued) 5322

Notifications

Each driver shall receive educational materials that explain the requirements of the Code of Federal Regulations, Title 49, Part 382, together with a copy of the District's policy and regulations for meeting these requirements. Representatives of employee organizations shall be notified of the availability of this information. The information shall identify:

1. the person designated by the District to answer driver questions about the materials;
2. the categories of drivers who are subject to the Code of Federal Regulations, Title 49, Part 382;
3. sufficient information about the safety-sensitive functions performed by drivers to make clear what period of the work day the driver is required to comply with Part 382;
4. specific information concerning driver conduct that is prohibited by Part 382;
5. the circumstances under which a driver will be tested for drugs and/or alcohol under Part 382;
6. the procedures that will be used to test for the presence of drugs and alcohol, protect the driver and the integrity of the testing processes, safeguard the validity of test results, and ensure that test results are attributed to the correct driver;
7. the requirement that a driver submit to drug and alcohol tests administered in accordance with Part 382;
8. an explanation of what constitutes a refusal to submit to a drug or alcohol test and the attendant consequences;
9. the consequences for drivers found to have violated the drug and alcohol prohibitions of Part 382, including the requirement that the driver be removed immediately from safety-sensitive functions and the procedures for referral, evaluation, and treatment;
10. the consequences for drivers found to have an alcohol concentration of 0.02 or greater but less than 0.04; and
11. information concerning the effects of drugs and alcohol on an individual's health, work, and personal life; signs and symptoms of a drug or alcohol problem (the driver's or a coworker's); and available methods of intervening when a drug or alcohol problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management.

Drivers shall also receive information about legal requirements, District policies, and disciplinary consequences related to the use of alcohol and drugs. Each driver shall sign a statement certifying that he/she has received a copy of the above materials.

Before any driver operates a commercial motor vehicle, the District shall provide him/her with post-accident procedures that will make it possible to comply with post-accident testing requirements.

Before drug and alcohol tests are performed, the District shall inform drivers that the tests are given pursuant to the Code of Federal Regulations, Title 49, Part 382. This notice shall be provided only after the compliance date specified in law.

Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers (continued) **5322**

The District shall notify a driver of the results of a pre-employment drug test if the driver requests such results within sixty calendar days of being notified of the disposition of his/her employment application.

The District shall notify a driver of the results of random, reasonable suspicion, and postaccident drug tests if the test results are verified positive. The District shall also tell the driver which controlled substance(s) were verified as positive.

Drivers shall inform their supervisors if at any time they are using a controlled substance which their physician has prescribed for therapeutic purposes. Such a substance may be used only if the physician has advised the driver that it will not adversely affect his/her ability to safely operate a commercial motor vehicle.

Policy History:
Adopted on: 11/10/08
Revised on:

Professional Organizations **5324**

All teachers and administrators are encouraged to join their professional organizations at the local, state and national levels. The District will make it possible to deduct the dues for only the local, state and national education associations from salary checks on a monthly basis.

Policy History:
Adopted on: 11/10/08
Revised on:

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	Employee Use of Electronic Communications Devices
	3270P	Acceptable Use of Electronic Networks

Legal Reference: IC § 18-6726 TikTok 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

Troy School District 287

PERSONNEL **5330**

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	Political Activity-Staff Participation
	5325	Employee Use of Social Media Sites, Including Personal Sites
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

TROY SCHOOL DISTRICT #287

5000 - PERSONNEL

Employee Use of Electronic Communications Devices (Alternatives) **5335**

Staff Allowed to Take Devices Home

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

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

Before they are issued an electronic communications device, each staff member must submit an executed Electronic Communications Device Agreement and the Employee Email and Online Services Usage Acknowledgment Agreement. Each form must be signed by the staff member.

Staff may take District issued devices out of the State of Idaho at the discretion of the building principal. The District directs the Superintendent to establish procedures for staff to request permission to take the device with them.

At the end of the school year, the school will collect all devices from staff. At the school's discretion, staff continuing under contract for the next school year and/or for the summer school session may be issued devices to support summer school programs, or other work-related activities.

The Superintendent shall establish procedures for the maintenance of records regarding the devices, including tracking device inventory and which device is issued to which staff member.

Care and Safety

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.

Managing Files

Once details are known about the availability of file space that is shared or is backed up automatically, the Superintendent will set a procedure for where staff should save important documents.

Staff members should also back up their work frequently.

Software

The software originally installed by the District must remain on the device in usable condition and be easily accessible at all times.

From time to time the school may add or update software applications. The licenses for this software sometimes require that the software be deleted from devices at the completion of a course taught by staff. Periodic reviews of devices may be made to ensure that staff members have deleted software that is no longer required and that the school has not exceeded its licenses.

All devices will be equipped with anti-virus protection software which will be upgraded regularly.

Staff members wishing to add additional software onto a device must first obtain the permission of the school's technology department. Each staff member is responsible for ensuring that only licensed software pre-approved by the school's technology department is loaded onto their device.

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.

Inspection and Filtering

Filtering software will be used to prevent access to material considered inappropriate or harmful to minors. Such filter shall also block access to the TikTok website. Measures shall also be undertaken to prevent the downloading of TikTok onto any District devices or via the District's electronic network.

If technical difficulties occur or unauthorized software or any other violation of District policy is discovered on the device, any files on the device may be deleted and programs may be uninstalled. Only authorized software will be installed. The District does not accept responsibility for the loss of any software or other materials deleted.

Email, network usage, and any stored files shall not be considered confidential and may be monitored at any time by designated District staff. The District or its designee may demand the return of the device at any time for inspection, copying, or review of all files, histories, saved data, meta-data, or other information on the device. After the inspection, copying, or review of the device, it shall be returned to the employee unless there is a reason not to return it. Failure to turn over the device upon demand may result in disciplinary action, up to and including termination. The District will cooperate fully with local, State, or federal officials in any investigation concerning or relating to violations of law.

Remote Access of Devices

Devices may be equipped with the ability to be accessed remotely in the case of technical problems requiring remote assistance, missing or stolen devices, or for any other appropriate District purpose. A staff member does not need to be asked for permission prior to remote software maintenance.

Any individual in receipt of a school-issued device does not have the authority to deactivate the remote access feature of the device. Any employee doing so may be subject to discipline and may be required to return the device to the District.

Personalizing District-Issued Electronic Communications Devices

Staff members may not add options or upgrades to the device, change the operating system, or add unauthorized software or safety controls.

Should any staff member place personalized items on the device in violation of this policy, such items may be accessed or viewed by District staff at any time, for any reason, including randomly selected device reviews. No content placed on District provided devices is privileged or confidential and may potentially be subject to a public records request pursuant to the Idaho Public Writings Act.

Electronic Communications with Students

Electronic communications between any District employee and any District student must be via a District-approved device and via a District-approved platform. The following are devices approved by the District:

1. District-issued electronic devices;
2. A personal staff cell phone, provided the staff member notified the building principal or their supervisor they will be using the device for this purpose; and

The following are platforms approved by the District:

1. A District-issued email account; and
2. ANY OTHER PLATFORM APPROVED BY THE DISTRICT.

Both an approved device and approved platform must be used for any electronic communication between staff and students.

A student's parent/guardian shall be included on any email, text message, or other approved communication between the staff member and the student.

The Board delegates to the Superintendent the ability to temporarily approve additional platforms and devices. The Superintendent shall report such temporary approvals at the next board meeting. The Board may then revise this policy to include such devices or platforms permanently or direct the Superintendent to discontinue approval of them.

Use

Any such devices issued shall be with the expectation that they are to be used for District-related business purposes and are not intended for personal use except in emergencies involving employee health or safety and/or as specifically authorized under this policy.

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.

District-issued equipment may be used only in a manner consistent with the Code of Ethics for Idaho Professional Educators as well as all State and federal laws relating to electronic communications with students and/or minors.

Use of this equipment for local education association activities, as described in Policy 5296, shall be prohibited.

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

Protecting and Storing Devices

Staff members are expected to password protect their devices and shall keep their password confidential, except for requested disclosure by the school’s administration or technology department personnel.

Under no circumstances should devices be left in unsupervised areas. Unsupervised areas include the school grounds, the cafeteria, computer lab, locker rooms, the library, unlocked classrooms, dressing rooms, and hallways.

Repair of Devices

Staff members are to report all device problems to District technology personnel OR the building principal.

The Superintendent will issue a document clarifying staff responsibility for lost and damaged devices when the details of the District’s insurance policy are known.

Personally-Owned Communications Devices

Employees may carry and use personally-owned electronic communications devices during the school day on school property, except that personally owned hand-held CB 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. Personally owned devices should not be used during the employee's normal duty times unless they are being used solely for the purposes of one's job duties for the school. 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 References
IC § 18-6726
Idaho Executive Order
IDAPA 08.02.02.076

Policy History:
Adopted On: 08/10/26
Revised On:
Reviewed On: 07/13/26

Troy School District

PERSONNEL **5340**

Evaluation of Certificated Personnel

The District has a firm commitment to performance evaluation of District personnel, whatever their category and level, through the medium of a formalized system. The primary purpose of such evaluation is to assist personnel in professional development, in achieving District goals, and to assist with decisions regarding personnel actions. This policy applies to certificated personnel, but the District shall differentiate between non-instructional and pupil instructional personnel. The Superintendent is hereby directed to create procedures that differentiate between certificated non-instructional and certificated pupil instructional personnel in a way that aligns with the *Charlotte Danielson Framework for Teaching Second Edition* to the extent possible and aligns to the pupil service staff's applicable national standards.

Each certificated staff member shall receive at least one written evaluation to be completed by no later than June 1st for each annual contract year of employment and shall use multiple measures that are research based and aligned to the *Charlotte Danielson Framework for Teaching Second Edition* domains and components. The evaluation of certificated personnel shall annually include a minimum of two documented observations, one of which shall be completed prior to January 1st. In situations where, certificated personnel are unavailable for two documented classroom observations, due to situations such as long-term illness, late year hire, etc., one documented classroom observation is acceptable.

Objectives

The formal performance evaluation system is designed to:

1. Maintain or improve each employee's job satisfaction and morale by letting them know that the supervisor is interested in their job progress and personal development;
2. Serve as a systematic guide for supervisors in planning each employee's further training;
3. Assure considered opinion of an employee's performance and focus maximum attention on achievement of assigned duties;
4. Assist in determining and recording special talents, skills, and capabilities that might otherwise not be noticed or recognized;
5. Assist in planning personnel moves and placements that will best utilize each employee's capabilities and to align to District goals;
6. Provide an opportunity for each employee to discuss job problems and interests with their supervisor; and
7. Assemble substantiating data for use as a guide, although not necessarily the sole governing factor, for such purposes as wage adjustments, promotions, disciplinary action, and termination.

Responsibility

The Superintendent or their designee shall have the overall responsibility for the administration and monitoring of the performance evaluation System and will ensure the fairness and efficiency of its execution, including:

1. Distributing proper evaluation forms in a timely manner;

2. Ensuring completed evaluations are returned for filing by a specified date;

3. Reviewing evaluations for completeness;

4. Identifying discrepancies;

5. Ensuring proper safeguards and filing of completed evaluations;

6. Creating and implementing a plan for ongoing training for evaluators and certificated personnel on the District's evaluation standards, forms, and processes and a plan for collecting and using data gathered from evaluations;

7. Creating a plan for ongoing review of the District's performance evaluation system that includes stakeholder input from teachers, Board Members, administrators, parents/guardians, and other interested parties;

8. Creating a procedure for remediation for employees that receive evaluations indicating that remediation would be an appropriate course of action; and

9. Creating an individualized evaluation rating system for how evaluations will be used to identify proficiency and record growth over time with a minimum of four ratings used to differentiate performance of certificate holders including: unsatisfactory being equal to a rating of 1; basic being equal to a rating of 2; proficient being equal to a rating of 3; and distinguished being equal to a rating of 4.

The Immediate Supervisor is the employee's evaluator and is responsible for:

1. Continuously observing and evaluating an employee's job performance including a minimum of two documented observations annually for certificated personnel, one of which shall be completed prior to January 1st of each year;

2. Holding periodic counseling sessions with each employee to discuss job performance;

3. Completing Performance Evaluations as required; and

The individuals assigned this responsibility shall have received training in conducting

evaluations based on the statewide framework for evaluations within the immediate previous five years of conducting any evaluations.

Written Evaluation

A written summative evaluation will be completed for each certificated employee by June 1st. A copy will be given to the employee. The record of the evaluation will be kept in the employee's personnel file. The evaluation should be reviewed annually and used to assist in the development of annual goals and objectives. The evaluation is designed to increase planning and relate performance to assigned responsibilities through joint understanding between the evaluator and the employee as to the job description and major performance objectives.

The written evaluation will identify the sources of data used in conducting the evaluation. Aggregate data shall be considered as part of the District and individual school needs assessment in determining professional development offerings.

Evaluation Measures

Observations: Periodic classroom observations will be included in the evaluation process with a minimum of two documented observations annually for certificated personnel, one of which shall be completed prior to January 1st. In situations where, certificated personnel are unavailable for two documented classroom observations, due to situations such as long-term illness, late year hire, etc., one documented classroom observation is acceptable.

Professional Practice: A majority of the evaluation of certificated personnel will be comprised of Professional Practice based on the *Charlotte Danielson Framework for Teaching Second Edition*. The evaluation will include at least one of the following as a measure to inform the Professional Practice portion: input received from parents/guardians, input received from students, and/or portfolios. The Board shall determine the manner and weight of parental input, student input, and/or portfolios on the evaluation.

Student Achievement: Instructional staff evaluation ratings must, in part, be based on measurable student achievement as defined in Section 33-1001, Idaho Code, applicable to the subjects and grade ranges taught by the instructional staff. All other certificated staff evaluations must include measurable student achievement or student success indicators as applicable to the position. This portion of the evaluation may be calculated using current and/or the immediate past year's data and may use one or both years' data. Growth in student achievement may be considered as an optional measure for all other school-based and District-based staff, as determined by the Board.

Charlotte Danielson Framework: The evaluation will be aligned with minimum State standards and based upon the *Charlotte Danielson Framework for Teaching Second Edition* and will include, at a minimum, the following general criteria upon which the Professional Practice portion will be based.

Individuals who hold a Professional or Advanced Professional Endorsement will be evaluated annually.

The District shall evaluate these employees on the basis of all of the domains.

All other instructional or pupil service staff employees must be evaluated across all domains.

1. Planning and Preparation

    A. Demonstrating Knowledge of Content and Pedagogy;
    B. Demonstrating Knowledge of Students;
    C. Setting Instructional Outcomes;
    D. Demonstrating Knowledge of Resources;
    E. Designing Coherent Instruction; and
    F. Designing Student Assessments.

2. Classroom Learning Environment

    A. Creating an Environment of Respect and Rapport;
    B. Establishing a Culture for Learning;
    C. Managing Classroom Procedures;
    D. Managing Student Behavior; and
    E. Organizing Physical Space.

3. Instruction and Use of Assessment

    A. Communicating with Students;
    B. Using Questioning and Discussion Techniques;
    C. Engaging Students in Learning;
    D. Using Assessment in Instruction; and
    E. Demonstrating Flexibility and Responsiveness.

4. Professional Responsibilities

    A. Reflecting on Teaching;
    B. Maintaining Accurate Records;
    C. Communicating with Families;
    D. Participating in a Professional Community;
    E. Growing and Developing Professionally; and
    F. Showing Professionalism.

Meeting with the Employee

Counseling Sessions: Counseling sessions between supervisors and employees may be scheduled periodically. During these sessions, an open dialogue should occur which allows the exchange of performance-oriented information. The employee should be informed of how they have performed to date. If the employee is not meeting performance expectations, the employee should be informed of the steps necessary to improve performance to the desired level. Counseling sessions should include, but not be limited to, the following: job responsibilities, performance of duties, progress on goals, and attendance.

Communication of Results: Each evaluation shall include a meeting with the affected employee to communicate evaluation results. At the scheduled meeting with the employee, the supervisor will:

1. Discuss the evaluation with the employee, emphasizing strong and weak points in job performance. Commend the employee for a job well done if applicable and discuss specific corrective action if warranted. Set mutual goals for the employee to reach before the next performance evaluation. Recommendations should specifically state methods to correct weaknesses and/or prepare the employee for future promotions.

2. Allow the employee to make any written comments they desire. Inform the employee that they may turn in a written rebuttal/appeal of any portion of the evaluation within seven days and outline the process for rebuttal/appeal. Have the employee sign the evaluation indicating that they have been given a copy and initial after supervisor’s comments.

No earlier than seven days following the meeting, if the supervisor has not received any written rebuttal/appeal, the supervisor will forward the evaluation in a confidential manner to the Superintendent, or the designee, for review. The supervisor will also retain a copy of the completed form.

Individualized Professional Learning Plan

Each certificated staff member shall have an individualized professional development plan based on the Idaho framework for teaching evaluation outlined in IDAPA 08.02.02.120 and developed by the staff member and their evaluator. This plan shall include interventions based on the individual's strengths and areas the staff member and their evaluator seek to emphasize of needed growth.

Rebuttals/Appeal

Within seven days from the date of the evaluation meeting with their supervisor, the employee may file a written rebuttal/appeal of any portion of the evaluation. The written rebuttal/appeal

shall state the specific content of the evaluation with which the employee disagrees, a statement of the reason(s) for disagreement, and the amendment to the evaluation requested.

If a written rebuttal/appeal is received by the supervisor within seven days, the supervisor may conduct additional meetings or investigative activities necessary to address the rebuttal/appeal. Subsequent to these activities, and within a period of ten working days, the supervisor may provide the employee with a written response either amending the evaluation as requested by the employee or stating the reason(s) why the supervisor will not be amending the evaluation as requested.

If the supervisor chooses to amend the evaluation as requested by the employee then the amended copy of the evaluation will be provided to, and signed by, the employee. The amended evaluation will then be forwarded to the Superintendent, or the designee, for review in a sealed envelope, marked Personnel-Evaluation. The supervisor will also retain a copy of the completed form.

If the supervisor chooses not to amend the evaluation as requested by the employee then the evaluation along with the written rebuttal/appeal, and the supervisor's response, if any, will be forwarded to the Superintendent, or the designee, for review in a sealed envelope, marked Personnel-Evaluation. The supervisor will also retain a copy of the completed evaluation including any rebuttal/appeal and responses.

Action

Each evaluation will include identification of the actions, if any, available to the District as a result of the evaluation as well as the procedure(s) for implementing each action. Available actions include, but are not limited to, recommendations for renewal of employment, non-renewal of employment, probation, and others as determined. Should any action be taken as a result of an evaluation to not renew an individual's contract the District will comply with the requirements and procedures established by State law.

Records

Permanent records of each certificated personnel's evaluation and any properly submitted rebuttal/appeal documentation will be maintained in the employee's personnel file. All evaluation records, including rebuttal/appeal documentation, will be kept confidential within the parameters identified in State and federal law regarding the right to privacy.

Reporting

Any subsequent changes to the District's evaluation system shall be resubmitted to the State Department of Education for approval. The District shall report annually to the State Department of Education:

1. The summative ratings;
2. The number of components rated as unsatisfactory;
3. The percentage of the certificated personnel's students who met their measurable student achievement or growth targets or student success indicators;
4. The measures that were used; and
5. Whether an individualized professional learning plan is in place for all certificated personnel evaluations.

Legal References:	IC § 33-514	Issuance of Annual Contracts – Support Programs – Categories of Contracts – Optional Placement – Written Evaluation
	IC § 33-515	Issuance of Renewable Contracts
	IC § 33-518	Employee Personnel Files
	IC § 33-1001	Foundation Program — State Aid — Apportionment - Definitions
	IDAPA 08.02.02.120	Local District Evaluation Policy

Policy History:
Adopted on: 11/12/07
Revised on: 11/12/07, 11/10/08,9/13/10, 10/11/10, 10/10/11, 10/09/17, 11/9/2020, 06/10/2024
Reviewed on: 05/13/2024

Evaluation of Non-Certificated Staff **5345**

The supervisor of each area shall have specific authority to supervise all employees in his/her department in the performance of their duties, to inspect employees' work, and to make suggestions and give instructions that will result in better service.

Each non-certificated staff member's job performance shall be evaluated by the staff member's direct supervisor. The evaluation process includes scheduled evaluations, on forms applicable to the job classification and description, and day-to-day appraisals.

In no event shall an evaluation change the at-will status of non-certificated employees, nor shall an evaluation be required prior to discharge.

Non-certificated employees shall be evaluated not less than one (1) time per year by the employee's direct supervisor. Supervisors shall review the evaluation with the employee, discuss issues of unsatisfactory performance, and allow the employee to file a rebuttal to the evaluation. The supervisors shall submit written evaluations of each employee to the Superintendent in such manner and at such times as may be determined by the Board of Trustees and/or the Superintendent.

The supervisor shall provide a copy of the completed evaluation to the staff member and shall provide an opportunity to discuss the evaluation. The original should be signed by the staff member and filed with the Superintendent. If the staff member refuses to sign the evaluation, the supervisor should note the refusal and submit the evaluation to the Superintendent. The employee will be allowed the opportunity to attach a rebuttal to any information contained in the evaluation.

In the event the evaluation demonstrates that the employee's performance is unsatisfactory, the Superintendent may take disciplinary action, including, but not limited to, dismissal, probation, reassignment, or reprimand. The District is not required to provide a non-certificated employee a probationary period for unsatisfactory performance; the Superintendent has the discretion to utilize probation on a case-by-case basis. Any non-certificated employee receiving a less than satisfactory evaluation has no right to a probationary period if it is determined that the employment should be terminated.

The District shall establish personnel files for each district employee and any and all materials related to the evaluation of that employee shall be placed in the personnel file within a timely manner. Employees shall be provided timely notice that evaluation material has been placed in the file and afforded the opportunity to attach a rebuttal to such material.

Legal Reference:

I.C. 33-511
I.C. 33-517 Non-certificated Personnel
I.C. 33-518 Employee Personnel Files

Policy History:

Adopted on: 1/8/07
Revised on: 11/12/07, 11/10/08

Certified Personnel Resignation (Release from Contract) **5350**

Applicants for teaching positions with Troy School District who are issued a contract and employees who are on contract should recognize that their contract with the District carries responsibilities. Certificated personnel will generally be expected to fulfill the terms of their contract unless (1) there are clearly compelling, mitigating circumstances which prevent the certificated individual from doing so; and (2) until such time as the Board releases the certificated individual from the terms of the contract upon the recommendation of the Superintendent.

Employees (including those employees who have just signed their first contract) will not be released from contract during the school year or within 45 days of the start of the school year unless a suitable replacement can be found. The Board may make exceptions to this rule for serious health problems.

The Employee may make a written request for release from contract during the school year or immediately prior to the start of the school year, stating the date of requested release. The request should be submitted to the District offices so that a search for a suitable replacement can be initiated. The request for release will be submitted to the Board at the time specified by the employee. If finding a replacement is not imminent, the District offices will advise the person submitting the request that the administration will recommend to the Board that the request be denied. The District offices will also give the person making the request the opportunity to hold the request until finding a suitable replacement is imminent at which time the resignation would then be submitted to the Board. (If no time is specified for the request to be submitted to the Board, it will be submitted when the administration feels that finding a suitable replacement is imminent. The person making the request will be advised of that action.)

A determination of availability of a suitable replacement will be made by the administration before recommendation will be made to the Board that the employee be released from contract.

If, in the judgment of the administration, there is not a suitable replacement, recommendation will be made that the Board NOT release the employee from contract.

Should any certificated employee desire release from his/her contract after the first day of July, the board of trustees may at its discretion request a hearing before the professional standards commission, alleging that the certificated employee is guilty of unethical and unprofessional practice.

Classified Personnel

Classified Employees not under contract are expected to give due written notice that will permit the District to conduct a search for a suitable replacement. Generally speaking, the Board expects a two-week notice.

All resignations should be in writing. Requests for resignation shall be transmitted to the Board as part of the regular personnel report.

Certified Personnel Resignation (Release from Contract (continued) 5350

Should any certificated employee vacate his or her position without specific release by the board, the board may file a complaint with the Professional Standards Commission alleging unethical conduct pertaining to the breach of the teaching contract.

Legal Reference:

Code of Ethics of the Idaho Teaching Profession
I.C. 33-515
I.C. 33-1208
I.C. 33-1209

Policy History:
Adopted on: 1/8/07
Revised on: 11/12/07, 11/10/07

Non-school Employment by Professional Staff Members **5370**

The outside work or self-employment by a staff member is of concern to the Board insofar as it may:

- Prevent the employee from performing assigned responsibilities in an effective manner.
- Be prejudicial to proper effectiveness in the position or compromise the District.
- Raise a question of conflict of interest – for example, where the employee's position in the District permits access to information or other advantage useful to the outside employer.

Therefore a regular, full-time employee's position in the District shall take precedence over any type of outside work or self-employment. Employees are free to carry on individual work or self- employment projects as long as no District facilities, equipment, or school(s) are used, except as provided by policy, and the outside work or self-employment does not interfere with the employees' performance of District assigned duties.

In addition, an employee may not perform any duties related to outside work or self-employment during regular District working hours or during the additional time that is needed to fulfill the responsibilities of the District position. Employees who violate this policy are subject to reprimand, suspension, or termination.

Except by prior written authorization from the Superintendent:

- School buildings are not to be used for private tutoring or classes for which students pay a fee to a staff member unless a rental contract has been entered into with the District.

- A staff member is not permitted to provide tutoring for pay to any student who attends or is registered in any of the staff member's own classes with the exception of music students.

- The Principal shall provide safeguards to assure that equal protection opportunity is provided each student in every music department where a teacher may be involved in tutoring or private lessons.

Policy History:
Adopted on: 4/13/09
Revised on:

Dismissal of Certified Employees **5385**

Employees Receiving Annual Contracts

Category 1: A limited contract is specifically offered only for the duration of a school year, and this District is under no obligation to give further notice to terminate the contract at the conclusion of the contract year. The District is under no obligation to rehire the employee.

Category 2: If the Board decides not to employ the certificated employee for the ensuing school year, the employee will be provided with a written statement of the reasons for non- reemployment on or before the date prescribed in Idaho Code. Because no property rights attach to a Category 2 employment contract, the employee is not entitled to a review by the Board of the basis for the decision not to reemploy the individual.

Category 3: On or before the date prescribed in Idaho Code, the Board will give written notice whether the employee will be reemployed for the ensuing school year. If the employee will not be rehired, the employee will be given the opportunity for an informal review of the Board's decision, upon submitting a written request for an informal review.

Before a Category 3 employee can be considered for discharge as a result of unsatisfactory performance, the employee is entitled to a reasonable period of probation (not less than eight (8) weeks).

Informal Review

The District will use the following procedure when a certificated employee is entitled to an informal review procedure, including, but not limited to, reassignment of an administrative employee, failure to rehire a Category 3 employee, and failure to reissue a supplemental contract.

The employee must request an informal review within ten (10) days of the date notice of reassignment is mailed or hand delivered to the employee. The employee will be given an opportunity to meet with the Board in Executive Session within fifteen (15) days of the date the request for informal review is filed and explain why he/she disagrees with the Board's decision. The employee does not have the right to be represented by an attorney or a representative of the local or state teachers association, present evidence, and cross-examine witnesses unless specifically agreed to by the Board. The Board will notify the employee, in writing, of its final decision in the matter within fifteen (15) days of the date of the informal review.

Employees Receiving Renewable Contracts

Before the Board can determine not to renew a contract for reasons of an unsatisfactory report of the performance of any certificated person whose contract would otherwise automatically be renewed, or to renew such employee's contract at a reduced salary, the employee will be entitled to a reasonable period of probation. If the discharge is for reasons other than an unsatisfactory report of performance, the Board is not required to establish a reasonable period of probation for the employee.

Dismissal of Certified Employees (continued) **5385**

Discharge or Reduction of Salary Procedures

When the Board: 1) discharges any certificated employee (renewable or annual contract) for any reason during the current contract period; 2) does not renew any renewable contract employee at the end of the contract period, or 3) renews the contract of a renewable contract employee at a reduced salary, the following procedures will be followed:

1. The Superintendent or other authorized administrative officer may recommend the discharge of any certificated employee by filing with the Board written notice specifying the alleged reasons for discharge.

2. Upon receipt of the notice, the Board, acting through its designee, will give the affected employee written notice of the allegations and the recommendation of discharge, along with a written notice of a hearing before the Board prior to any determination by the Board.

3. The hearing will be scheduled to take place not less than six (6) days nor more than twenty-one (21) days after receipt of the notice by the employee. The date provided for the hearing may be changed by mutual consent.

4. The hearing will be public unless the employee requests in writing that it be in Executive Session.

5. All testimony at the hearing will be given under oath or affirmation. Any Board member, or the Clerk of the Board, may administer oaths to witnesses or affirmations by witnesses.

6. The employee may be represented by legal counsel and/or by a representative of a local or state teachers association.

7. The Chair of the Board or his or her designee will conduct the hearing.

8. The Board will cause an electronic record of the hearing to be made, or will employ a competent reporter to take stenographic or stenotype notes of all the testimony at the hearing. A transcript of the hearing will be provided at cost by the Board upon request of the employee.

9. At the hearing, the Superintendent or duly authorized administrative officer will present evidence to substantiate the allegations contained in the notice received by the Board.

10. The employee may produce evidence to refute the allegations. Any witness presented by the Superintendent or by the employee will be subject to cross-examination. The Board may also examine witnesses and be represented by counsel.

11. The employee may file written briefs and arguments with the Board within three (3) days after the close of the hearing or such other time as may be agreed upon by the employee and Board.

Dismissal of Certified Employees (continued) **5385**

12. Within fifteen (15) days after the close of the hearing, the Board will determine and, acting through an authorized administrator, notify the employee in writing whether the evidence presented at the hearing established the truth of the allegations and whether the employee is to be retained, immediately discharged, or discharged upon termination of the current contract.

Legal Reference:

I.C. 33-513
I.C. 33-514
I.C. 33-514A
I.C. 33-515
I.C. 33-515A

Policy History:

Adopted on: 1/8/07
Revised on: 11/12/07, 11/10/08, 5/11/09

Employer Recommendations **5390**

The Superintendent or designee will provide the following public information about a former or current employee to a prospective employer of that employee: employment history, classification, pay grade and step longevity, gross salary and salary history, status, and workplace. In addition, upon receiving written authority from the employee, the Superintendent or designee may provide information relative to the employee's job performance, professional conduct, or evaluation. Neither the board nor its administration may be held civilly liable for the disclosure or the consequences of providing the information, so long as the information was provided in good faith.

The District will not provide prospective employers with copies of a current or former employee's personnel file. The employee is responsible for requesting a copy of his/her personnel file and forwarding it to the prospective employer.

Any and all information regarding a substance abuse testing program will be held confidential by the District.

This District will not maintain a blacklist, or notify any other employer that any current or former employee has been blacklisted by this District, for the purpose of preventing the employee from receiving employment.

Legal Reference:

I.C. 9-340C(1)
I.C. 44-201
I.C. 72-1712

Policy History:

Adopted on: 1/8/07
Revised on: 11/12/07

Employment Referrals and Prevention of Sexual Abuse **5391**

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

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

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

1. The matter was officially closed;

2. The prosecutor or police with jurisdiction over the case investigated the allegations and notified District officials that there is insufficient information to establish probable cause that individual engaged in sexual misconduct with a minor or student in violation of the law;

3. The individual alleged to have engaged in sexual misconduct with a student or minor has been charged with and acquitted or otherwise exonerated of the sexual misconduct; or

4. The case or investigation has remained open and no indictment or other charges have been brought within four years of the date on which the information was provided to law enforcement.

Legal Reference: 20 USC § 7926 Prohibition on Aiding and Abetting Sexual Abuse

Policy History:
Adopted on: 8/12/2019
Revised on:
Reviewed on:

5000 – PERSONNEL
Whistleblowing **5395**

The Board of Trustees expects employees of the District to be trustworthy and to conduct themselves in an honorable manner, abiding by all District policies and procedures and by all applicable State and federal laws and administrative rules.

When District employees know or have reasonable cause to believe that serious wrongful conduct has occurred, they should report such wrongful conduct to the Superintendent or his or her designee.

For the purposes of this policy, the term "wrongful conduct" shall mean:

1. Theft or misuse of District funds, property, or resources;
2. Fraud;
3. Violation of federal and state laws or administrative rules; and/or
4. Material violation of District policy or procedure aimed at protecting the health and safety of staff and students.

Disclosure and Investigation

Employees who know or have reasonable cause to believe that wrongful conduct has occurred shall report such activity to the Superintendent or his or her designee. Upon receiving a report of wrongful conduct, the Superintendent or designee shall take immediate steps to conduct an investigation.

If the person alleged to have committed the wrongful conduct is the designee, the Superintendent shall conduct the investigation. If the person alleged to have committed the wrongful conduct is the Superintendent, the investigation shall be addressed in accordance with Policy 4120.

The Superintendent or designee shall maintain a written record of the allegation; conduct an investigation, refer the matter to law enforcement or other appropriate authorities, if applicable; and notify the Board of the allegation and of the results of the investigation.

The Superintendent or designee shall attempt to protect the identity of a whistleblower, provided that doing so does not interfere with the investigation of the allegations or with the taking corrective action.

Complaints of Retaliation

The District shall not take adverse employment action against an employee who has notified the District of wrongdoing, allowing the District the opportunity to investigate and correct the

Whistleblowing (continued) **5395**

misconduct. The District shall not take adverse action against an employee who has reported misconduct to another government agency or who has cooperated with an investigation of wrongful conduct. Likewise, District employees are prohibited from retaliating against an individual for these actions.

There shall be no adverse employment action or retaliation against an individual who refuses to carry out a directive which he or she believes constitutes a violation of state or federal law or administrative rule.

An employee who alleges they have been subject to retaliation in the form of adverse employment action may contest the action as specified in the appropriate employee grievance policy. The District shall investigate any complaints of such retaliation and take immediate steps to stop any retaliation.

District employees who have engaged in retaliation shall be subject to discipline, which may include dismissal.

These protections do not apply to cases in which an employee knew or reasonably ought to have known that the report is malicious, false or frivolous.

Nothing in this policy is intended to interfere with legitimate employment decisions.

The Superintendent shall establish any procedures necessary to implement this policy.

This policy and any related procedures may be published in employee handbooks, posted in employee lounges, and/or given to all employees on an annual basis.

Cross Reference: 5250 Certificated Staff Grievances
5800 Classified Employment, Assignment, and Grievance
5800P Classified Employee Grievance Procedure

Legal Reference: Idaho Code § 6-2101 et seq. Idaho Protection of Public Employees

Policy History:
Adopted on: 2/10/2020
Revised on:
Reviewed on: 1/21/2020

Employment Categories **5399**

In addition to the employee's regular salary, it is the policy of Troy School District to provide several other benefits and services for employees. These benefits (and other regulations) are based on the category of the employee:

Certificated (or "Certified") Employees are employed in a position for which a state-issued Professional Education Certificate is required. All Certificated employees are also "Exempt" employees.

Each certificated employee is personally responsible for maintaining and renewing his/her teaching certificate and endorsements.

Non-Certificated Personnel are those individuals employed by the district who are not required to have a teaching certificate to qualify for the position.

All non-certificated employees are Classified Employees.

Administrators are certificated or classified employees who report directly to the Superintendent and who may hold individual contracts whose terms may vary from standard policy.

Classified Exempt Employees are those classified employees who are exempt from the overtime and other regulations of the federal Fair Labor Standards Act.

Classified Non-Exempt Employees are those classified employees whose working hours are governed by the overtime and other regulations of the federal Fair Labor Standards Act.

Instructional Personnel are Certificated Employees who are covered by the annually-negotiated Master Agreement, whose terms may vary from standard policy.

Full-time employees regularly work 40 hours per week, or are employed on a 1.0 Full-Time Equivalent (FTE) certificated contract.

Benefit-eligible Employees normally work five months or longer at least 20 hours per week, or are employed on at least a .5 Full-Time Equivalent (FTE) certificated contract.

Twelve-Month Employees are employed by the District on a year-round basis.

Nine- or Ten-Month Employees are employed by the District for nine or ten months per year.

Ancillary Personnel are not District employees. They are specialists who perform duties for the District based on a separate contract (such as Occupational and Physical Therapists, etc.).

Employment Categories (continued) **5399**

Legal Reference:
I.C. 33-511
I.C. 33-517
I.C. 33-1001(13)
I.C. 33-1201
I.C. 33-1202
I.C. 33-1204

Policy History:
Adopted on: 1/8/07
Revised on: 11/12/07, 11/10/08

Sick Leave **5400**

"Sick leave" means a leave of absence, with pay, for a sickness, quarantine, or injury, suffered by an employee or his or her immediate family. "Immediate family" shall mean the employee's spouse, parents (including father-in-law and mother-in-law), and children residing in the employee's household. Sick leave rights shall be extended to include any person living with the employee and dependent upon the employee for financial or physical support. Nothing in this policy guarantees approval of the granting of such leave in any instance. Each request shall be judged by the District in accordance with this policy and the needs of the District.

At the beginning of the employment year, all classified employees of this District who regularly work twenty (20) hours or more per week for five months or more, and all certificated employees who work half-time or more per week for five months or more, shall be entitled to sick leave with full pay of one (1) day for each month of service in which they work a majority portion of that month, as projected for the employment year. The District shall provide nine (9) month employees with 10 sick days, and 12 month employees earn thirteen days annually accumulated without limit. Employees who work more than 20 hours per week, but less than full-time, shall have the sick leave prorated by the full-time equivalent (FTE) worked.

"Employment year" is defined as beginning July 1 and continuing through June 30 of the following year.

"Substitute employee" is defined as an employee who works on an as-needed basis and who is not given a regular work schedule.

District compensation shall not be provided for unused sick leave.

Calculation of Sick Leave

Sick leave shall be calculated pursuant to the employee's "month of service," as projected at the beginning of the employment year. If it is projected that the employee will work a majority portion of the hours for which he/she is normally scheduled during any given month, he/she shall be entitled to sick leave for that month. Sick leave benefits shall not be credited for those months in which the employee is not projected to work a majority portion of his/her month of service.

Certificated Employees: Sick leave for certificated employees shall be calculated by the day, or percentage thereof, as defined in the individual employee's contract. Additional sick leave may be provided to certificated personnel when the negotiated agreement between the District and the local education organization so specifies.

Notice of Credited Sick Leave

Each employee shall be credited sick leave for the employment year, and notified of the sick leave benefits to which he/she is entitled, at the beginning of the employment year, or first day of employment if employment commences during the employment year.

Sick Leave (continued) **5400**

Medical Documentation

To protect the District against malingering and false claim of illness, an employee may be required to provide proof of illness, at the discretion of the Superintendent or designee. All sick leave taken immediately before or after vacations or holidays requires notification to the supervisor and may require a physician's statement. The Superintendent or designee may require proof of the employee's ability to return to work following an illness.

Accumulation of Sick Leave

Unused sick leave shall be accumulated from year to year, as long as an employee remains continually in the service of this district. Employees may accumulate unlimited days of unused sick leave. Upon retirement, an employee's accumulated unused sick leave must be reported by the District to the public employee retirement system.

In no event shall the Board compensate an employee for unused sick leave.

If a new employee has been employed by another District or state educational agency during the year immediately preceding, that individual's accumulated sick leave, up to the maximum number of days allowed to accumulate in this District, shall be secured for, and credited to, that new employee.

It is understood that seniority shall accumulate while a teacher or employee is utilizing accumulated sick leave credits. Seniority will not accumulate unless an employee is in a paid status. Abuse of sick leave is cause for discipline up to and including termination.

Legal Reference:

Family Medical Leave Act, 29 USC Section 2654, 58 CFR 31812 through 31839
I.C. 33-1216
I.C. 33-1217
I.C. 33-1218
Porter, et al. v. Bd. of Trustees, Preston School District No. 201, 105 P.3d 671 (Idaho 2004).

Policy History:

Adopted on: 1/8/07
Revised on: 11/12/07, 11/10/08

Sick Leave Bank **5401**

Classified Employees

The purpose of the Sick Leave Bank (hereafter referred to below as the Bank) shall be to provide classified employees, who qualify by membership in the Bank, with additional sick leave days as needed to recover for personal illness which causes absence from work and loss of all accumulated personal sick leave. The Bank shall not be used as a reserve for time lost due to short-term illness that would normally be covered by the employee's accumulated sick leave, nor for time due to illness in the family, bereavement, or for a purpose other than personal illness.

1. Administration: The Bank shall be administered by the Sick Leave Council (hereafter referred to below as the Council) in conformance to the regulations set forth in this document. The Council shall be composed of two (2) classified employees elected by the qualified members and two (2) Troy School Board members. In the event of a tie vote by the Council, the Superintendent of Schools shall cast the deciding vote.
2. Eligibility of membership: Membership in the Bank shall be extended to any classified employee of the Troy School District.
3. Membership: Employees who donate one day of sick leave to the Bank prior to October 1 shall be members of the Bank (hereafter referred to as member or members) and eligible for its services throughout the school year.
4. Donations: If the Bank is below maximum capacity, Bank members must donate one day per year until maximum capacity is reached. If the Bank is at maximum capacity, only those who are beginning employment with the District must donate to become members. Continuing members do not donate when the Bank is at maximum capacity and need only sign the sheet indicating that they have donated to continue participation.
5. Maximum Capacity: The maximum number of days in the Sick Leave Bank is 125.
6. Maximum Withdrawal: The maximum number of days that shall be available for withdrawal for employees' use in any one (1) year shall not exceed the Bank's maximum capacity. The maximum number of days available for any one individual employee per school year shall not exceed one hundred and twenty-five (125) days. The maximum number of days that can be given per request is twenty-five (25) days. The member may reapply for more days as needed.

7. Employee Use of the Sick Leave Bank:
    a. The member, or the classified Council member when the member is incapacitated, shall secure written evidence from the School District's business office that: he/she has used all of their accumulated sick leave, and that he/she has purchased on day of the individual's salary making them eligible to apply for use of Bank days.
    b. The member, or the representative acting for the member, shall secure written proof of illness adequate to protect the district against malingering and false claims of illness as provided by Idaho Code 33-1216 and 33-1218.
    c. The member, or the representative acting for the members, shall secure written notification of the member's return to work date. If return to work is on a half day basis, the doctor must specify on the back to work notification. If prolonged illness requires subsequent related periodic visits to the doctor or medical facility during school time, the doctor must specify. Such specified days shall be covered by the Bank provided the maximum number of days drawn does not exceed one hundred and twenty-five (125).

Sick Leave Bank (continued) **5401**

d. The Council member shall forward the above necessary documents to the Sick Leave Council in writing within three (3) days of receipt of Items a, b, and c above.
e. The Council shall give full consideration to the classified Council representative's recommendations and to the accompanying statements and shall make final approval or disapproval of the request in full or in part in writing to the member within three (3) days of receipt of Items a, b, c, and d above.
f. In the event the Superintendent of Schools must cast a tie-breaking vote, he/she shall decide and notify the member of his/her decision with three (3) days.
g. If the member's request is approved, immediate transfer of the approved number of days from the Bank to the member shall be made. Except as provided in subparagraph h below, each unrelated prolonged illness must be preceded by one (1) day of individual member's salary before the same member is eligible to draw from the Bank again in the same school year. Total days drawn cannot exceed on hundred twenty-five (125) days.
h. In the event of a recurring long term illness, the member or the member's representative must reapply for every twenty-five (25) days sick leave needed from the Bank. It shall not be required that the member purchase an additional one (1) day of individual member's salary before receiving additional days from the Bank.

Certificated Employees

The Sick Leave Bank for certificated employees is described in the TEA Negotiated Agreement.

Legal Reference:

42 USC 2000e Equal Employment Opportunities
I.C. 33-1216 et seq. Sick and other leave
I.C. 33-1228 Severance allowance at retirement

Policy History:
Adopted on: 1/8/07
Revised on: 11/12/07, 11/10/08

Bereavement Leave **5402**

Five (5) days bereavement leave (independent of other leaves) with full pay shall be available in the event of the death of a family member or other person who has had a significant impact on the employee's life.

Legal Reference:

42 USC 2000e Equal Employment Opportunities
I.C. 33-1216 et seq. Sick and other leave
I.C. 33-1228 Severance allowance at retirement

Policy History:
Adopted on: 1/8/07
Revised on: 11/12/07, 11/10/08

Personal Leave **5403**

The Principal or immediate supervisor shall grant personal leave in the amount of three (3) days per school year, at full pay. Personal leave days should not be used the first two weeks or last two weeks of the school year unless absolutely necessary. Requests for personal leave are subject to administrative approval if the days(s) being requested would be used to extend vacation time.

In all instances except extreme emergency situations, employees must provide 24 hours notice to the supervisor prior to taking the leave, and teachers must submit lesson plans for the day(s) they are on leave.

Legal Reference:

42 USC 2000e Equal Employment Opportunities
I.C. 33-1216 et seq. Sick and other leave
I.C. 33-1228 Severance allowance at retirement

Policy History:
Adopted on: 11/10/08
Revised on:

Leave Without Pay 5404

An employee shall request, in writing, leave for any reason other than those specified in this section, indicating dates of leave and date of return. The request shall be submitted to the immediate supervisor. Approval by the supervisor, the Superintendent, and the Board of Trustees must be obtained for a leave requested for greater than a sixty (60) day period.

Employees may be granted Leave Without Pay pursuant to the following conditions:

1. If leaves are to include expenses payable by the District, the leave approval will so state.
2. Leave will only be granted in units of half or full days.
3. Notice of at least one week is required for any Leave Without Pay of less than one week (except in case of an emergency). Notice of one month is required for any personal leave exceeding one week.

During any Leave Without Pay of greater than three weeks, the employee will not receive fringe benefits. During the leave, the employee may pay the District's share of any insurance benefit program in order to maintain those benefits, provided that such is acceptable to the insurance carrier. Staff using Leave W ithout Pay shall not earn any sick leave or annual leave credit or any other benefits during the approved leave of absence.

Legal Reference:

42 USC 2000e Equal Employment Opportunities
I.C. 33-506
I.C. 33-513
I.C. 33-1216 et seq. Sick and other leave

Policy History:

Adopted on: 1/8/07
Revised on: 10/17/07, 11/12/07, 11/10/08

Leaves of Absence - Military Leave **5405**

General Policy

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

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

Notice to District

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

Military Leave for Training or Short Term Duty

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

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

Completion of Military Training

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

Leaves of Absence - Military Leave (continued) **5405**

Benefits for Uniformed Service Personnel On Active Duty

(Note: Federal law does not require an employer to pay the salary of an employee on military leave except as specified in "Military Leave for Training or Short Term Duty" above.)

Pension and Retirement Plans

Pension and retirement plans are considered a benefit to which reinstated employees are entitled. Any normal contributions will continue to be made for service members who are absent for 90 days or fewer. If the employee has been absent for military service for 91 days or more, the District may elect to delay making retroactive pension contributions until the employee submits satisfactory reemployment documentation.

Medical Insurance

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

Reporting to District Once Military Leave is Complete

The standard military service length and reporting times are:

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

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

Leaves of Absence - Military Leave (continued) 5405

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

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

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

Disqualification From Returning to Work

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

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

Reinstatement to Positions After Extended Duty

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

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

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

1. The employee submitted a timely application for reemployment;
2. The employee's length of military service has not exceeded the five year limitation; and

Leaves of Absence - Military Leave (continued) **5405**

3. The employee's separation from the military service meets the requirement for reemployment.

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

Legal Reference:	I.C. § 46-407	Militia and Military Affairs/Reemployment Rights
	I.C. § 46-224	Militia and Military Affairs/Entitled to Restoration of Position After Leave of Absence for Military Training
	I.C. § 46-225	Militia and Military Affairs/Vacation, Sick Leave, Bonus and Advancement Unaffected by Leave
	38 USC §§ 4301	Uniformed Services Employment and Reemployment Act ("USERRA").
	5 USC § 6323	Military Leave; Reserves and National Guardsmen

Policy History:
Adopted on: 1/8/07
Revised on: 11/12/07, 11/10/08, 8/13/18

Leave of Absence **5406**

Continuing contract teachers and other full-time employees with three or more years of continuous service with Troy School District may take a one-year leave of absence provided that:

1. the District can find a suitable replacement for the employee on or before May 15th of the year prior to the employee's planned leave of absence; and
2. the reason(s) for the leave of absence is (are) approved by the Board of Trustees.

If the Board approves the leave of absence it shall allow the following:

1. No loss of sick leave, contract benefits, or full-time employee benefits accumulated prior to the leave of absence.
2. Allow the employee to participate in group insurances while on leave with the employee paying the premium.
3. Upon return, the employee shall be assigned to the same position or at least an equivalent position in his/her area of preparation, unless circumstances such as a Reduction in Force or the behavior of the employee would terminate employment as if the employee had not been absent.

Any full-time employee that is granted leave by the Board under these conditions shall notify the Board in writing of their intent to return to employment with the Troy School District by April 1st of the school year in which the leave is granted. Failure to notify the Board in writing of the intent to return renders null and void any stated obligations including that of re-employment.

Legal Reference:

42 USC 2000e Equal Employment Opportunities
I.C. 33-1216 et seq. Sick and other leave
I.C. 33-1228 Severance allowance at retirement

Policy History:
Adopted on: 11/10/08
Revised on:

Other Employee Absences **5407**

Recognizing the need for administrators to make personnel management decisions in a timely manner, and to provide for the efficient operation of this district, the board of trustees delegates to the Superintendent the authority to temporarily place district employees on Administrative Leave with Pay.

The delegation of such authority is limited to circumstances where the Superintendent determines that the employee has or is alleged to have (1) violated the Idaho Code of Ethics; (2) created an immediate or imminent threat to the safety and wellbeing of a student or other district employee; (3) violated a district policy or policies; or (4) when such leave is necessary to conduct an investigation involving alleged misconduct by the employee.

The Board will meet to review the Superintendent's decision to place an employee on Administrative Leave no later than five working days following the initiation of the Administrative Leave. The Board may continue or discontinue the Administrative Leave with Pay or take other action as is determined to be in the best interests of the District.

This policy is not intended to limit the Superintendent's authority to terminate classified employees.

Unexcused Absences

All absences other than those complying with policy shall be deemed unexcused. A deduction for such unexcused absences will be computed by dividing the employee's annual salary by the number of days for which he/she is contracted and then multiplying this amount by the number of days absent. Excessive absences beyond those complying with policy can lead to disciplining or termination of the employee.

Legal Reference:

42 USC 2000e Equal Employment Opportunities
I.C. 33-1216 et seq. Sick and other leave
I.C. 33-1279

Policy History:

Adopted on: 1/8/07
Revised on: 11/12/07, 11/10/08

Association Leave **5408**

Classified Employees

The superintendent or designee shall grant association leave in the amount of three (3) days per school year for the purpose of traveling to and participating in meetings and other business of the Association. The TEA agrees to reimburse the cost to the district for the substitutes for classified personnel who attend association meetings. The TEA President will request all such leaves using the established leave request forms.

Legal Reference:
42 USC 2000e Equal Employment Opportunities

Policy History:
Adopted on: 7/15/19
Revised on:

Emergency Leave **5409**

The superintendent or designee shall grant emergency leave in the amount of three (3) days per school year. Those requesting emergency leave are required to take 3 days sick leave or personal leave or a combination of the two consecutively prior to being granted emergency leave days.

Definition: Emergency: An emergency, or exigency, is urgent and demands immediate action.

Policy History:
Adopted on: 7/15/19
Revised on:

Family and Medical Leave **5410**

In accordance with the provisions of the Family Medical Leave Act of 1993, a leave of absence of up to twelve (12) weeks during a twelve-(12)-month period may be granted to an eligible employee for the following reasons:

1. the birth of a child;
2. the placement of a child for adoption or foster care;
3. because of a serious health condition that makes the employee unable to perform the functions of the job;
4. to care for the employee's spouse, child or parent with a serious health condition; or
5. for any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent of the employee is on active duty status, or has been notified of an impending call to active duty status, in support of a contingency operation.

An employee is eligible to take FMLA leave if the employee has been employed for at least twelve (12) months, and has worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) months immediately prior to the date when the leave is requested and if there have been at least fifty (50) District employees within seventy-five (75) miles for each working day during twenty (20) or more workweeks in the current or preceding calendar year.

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to twenty six (26) weeks of leave in a single twelve (12) month period to care for the service members.

Employees will not be required to use appropriate paid leave while on FMLA Leave. Workers Compensation absences will not be designated FMLA Leave.

The Board has determined that the twelve-(12)-month period during which an employee may take FMLA leave is twelve (12) months backward from the date of FMLA Leave.

Medical certification shall be required to determine FMLA initial or continued eligibility as well as fitness for duty.

For leaves under the Family and Medical Leave Act that are projected to be longer than six consecutive school days during a school year, the substitute teacher overlaps with the departing teacher two working days before leave begins and one day after the teacher returns.

An employee returning from Family and Medical Leave who has taken part or all of it as unpaid leave may request that the remaining salary amounts yet to be paid that year be divided evenly among the remaining paychecks.

Family and Medical Leave (continued) **5410**

Legal Reference:

29 CFR 825, 29 USC 2601, et seq. Family and Medical Leave Act – National Defense Authorization Act for FY 2008 (NDAA), Pub. L. 110-181
I.C. 33-1216

Policy History:
Adopted on: 1/8/07
Revised on: 11/12/07, 11/10/08, 7/6/09, 6/13/11

Jury Duty **5412**

Serving on a jury is a fundamental responsibility of citizenship, and the Troy School District supports this important role in our society. Upon receipt of the initial, official notification, an employee selected for jury duty must submit a copy of such notice to the immediate supervisor and to the District Office as soon as possible so that appropriate substitute needs can be met. If the absence would pose a significant hardship for the School District, the employee may be asked to request a postponement of jury duty from the court.

Upon being excused from jury service during any day, an employee shall return to complete his/her assignment for the remainder of the regular work day.

Jury duty leave is paid for up to ten (10) work days. Employees must submit all compensation paid by the Court to be eligible for compensated jury duty leave.

Legal Reference:
I.C. 2-201, *et. seq.*

Policy History:
Adopted on: 1/8/07
Revised on: 11/12/07, 11/10/08

Witness for Court Appearance Leave **5413**

Troy School District employees who are subpoenaed into court as a witness will be allowed leave for required court appearances. Employees are expected to use only the portion of the work day or days required for their appearance as a witness. Employees are required to receive prior approval of the Superintendent and their immediate supervisor. The employee will be granted leave to be a witness for court appearance with pay providing the person submits a copy of the subpoena to the District Office as soon as possible.

Policy History:
Adopted on: 11/10/08
Revised on:

Long-Term Illness/Temporary Disability/ Parental Leave **5420**

Employees may use sick leave for long-term illness or temporary disability, and upon the expiration of sick leave, the Board may grant eligible employees leave without pay if requested.

Medical certification of the long-term illness or temporary disability may be required at the Board's discretion.

Long-term illness or temporary disability shall be construed to include pregnancy, miscarriage, childbirth and recovery therefrom. Maternity leave includes only continuous absence immediately prior to delivery, absence for delivery, and absence for post-delivery recovery, or continuous absence immediately prior to and in the aftermath of miscarriage or other pregnancy-related complications. Such leave shall not exceed twelve weeks unless prescribed by a physician.

Leave without pay arising out of any long-term illness or temporary disability, including pregnancy, miscarriage, childbirth and recovery therefrom, shall commence only after sick leave has been exhausted. The duration of leaves, extensions, and other benefits for privileges such as health and long-term illness or temporary disability plans in the event of maternity leave, shall apply under the same conditions as other long-term illness or temporary disability leaves.

Parental leave of five (5) days with full pay is provided in cases of adoption for both spouses. Husbands are provided up to five (5) days paid leave in cases of their spouses giving birth. Leave for childbirth shall begin when it appears the pregnancy interferes with the efficiency and effectiveness of the employee as a professional. If a difference of opinion exists between the employee and the District, the District may ask for a statement of health from the employee's physician.

The Superintendent shall devise procedures within the intent of Title VII of the 1964 Civil Rights Act as amended in 1978 by the Pregnancy Discrimination Act, and within the scope of applicable law and court rulings in the state of Idaho.

Legal Reference:
Pregnancy Discrimination Act

Policy History:
Adopted on: 11/10/08
Revised on:

Insurance Benefits for Employees/Trustee **5430**

Benefit-eligible certificated employees will be eligible for insurance benefits offered by the District consistent with the terms of the current collective bargaining agreement, if applicable.

Benefit-Eligible classified employees shall be entitled to the same group health insurance benefits as applicable to certificated personnel.

If, however, any employee chooses not to take out this insurance, the District will not pay any amount monthly to these employees toward any other insurance plan.

Trustees will be allowed to participate in the District's group health insurance program provided that any trustee who desires to participate in such program shall pay the monthly premium to the District thirty days in advance of the beginning of the calendar month of coverage. Should any trustee fail to make premium payments as set forth herein, his/her insurance coverage will be automatically cancelled.

The insurance carrier will be designated by the Board. Any employees wishing to join the district program who are not full time may join providing they pay their share of the prorated premium.

Legal Reference:

I.C. 33-517A School Districts – Noncertificated employees – Group health insurance
I.C. 67-5763 Governmental body authorized to make contracts for group insurance for officers and employees

Policy History:
Adopted on: 1/8/07
Revised on: 11/12/07, 11/10/08

Employee Holidays **5440**

The District designates the following days as paid holidays for Benefit-Eligible 12-month employees (and as they affect the schedules of non-12-month employees):

1. New Year's Day;
2. Civil Rights Day
3. Third Monday in February (President's Day);
4. Memorial Day;
5. July 4 (Independence Day);
6. Labor Day;
7. Day Before Thanksgiving
8. Thanksgiving Day
9. Day after Thanksgiving
10. Christmas Day.

In those cases where a benefit-eligible employee, as defined above, is required to work any of these holidays, another day shall be granted in lieu of such holiday unless the employee elects to be paid for the holiday in addition to the employee's regular rate of pay for all time worked on the holiday.

If a holiday occurs during the period in which vacation is being taken by an employee, the holiday shall not be charged against the employee's annual leave.

When any employee holiday falls on a day of the week not scheduled as part of the employee's work week, the preceding workday shall be a holiday, unless the legal holiday falls on a Sunday, in which case the following Monday shall be a holiday.

Legal Reference:

I.C. 33-512 Governance of schools
I.C. 73-108 Holidays enumerated

Policy History:
Adopted on: 11/10/08, 2/14/2022
Revised on: 1/10/2022

Classified Vacation Leave **5450**

Full time regular classified employees who have served a full year (12 months) are entitled to two weeks' vacation with pay. Employees with ten or more years of continuous service with the district are entitled to a maximum of three weeks' vacation each year. Employees with twenty or more years of continuous service with the district are entitled to a maximum of four weeks' vacation each year. The superintendent shall establish a vacation schedule for all classified employees of the district. A maximum of five days unused vacation may be accrued, but the total annual vacation may never exceed five weeks. There is no cash out.

Part-time employees, scheduled to work less than an average of 20 hours per week, will not receive paid vacation leave.

Leave credits may not be advanced beyond the leave time to be earned during the current fiscal year. Leave may not be taken retroactively. Prior approval by the administration must be given before vacation leave is taken.

Legal Reference:
I.C. 33-1216

Policy History:
Adopted on: 1/8/07
Revised on: 11/12/07, 11/10/08, 4/09/12

Job Sharing **5455**

The Board of Trustees, in its desire to maintain the best possible teaching and learning environment for the students enrolled in this district, believes that a significant contribution can be made by teachers wishing to job-share, on a part-time basis. To this end, the Board may employ a teacher on a continuing part-time job-sharing basis if such part-time status meets the needs of the District.

Approval Process

Requests for continuing part-time job-sharing employment shall be considered as follows:

1. Job sharing status will be reviewed and approved or denied on an annual basis.
2. Requests to job share for the upcoming school year must be made in writing to the Superintendent no later than March 31. A teacher granted continuing part-time job- sharing status must inform the Superintendent no later than March 31 of his/her intent regarding employment at the beginning of the next school year. Preference will be given to those applications which will enhance the learning situation.
3. Arrangements for continuing part-time employment will be made by May 15 or as soon thereafter as possible by the Superintendent and the Building Principal. If the result of the organization review of the school does not permit a continuing part-time job-sharing assignment the staff member will be requested to apply for continuing full-time appointment or transfer to a continuing part-time position at another school.
4. Teachers who job share shall have all benefits and salary prorated in relation to a full- time equivalent position. In the event a teacher works less than 20 hours a week, no benefits will be offered.
5. Preference will be given to applicants on the basis of years of employment with this School District.

Expectations

Teachers accepting continuing part-time employment shall be expected, as are all other teachers, to:

1. Participate in appropriate professional development programs as necessary to maintain certification;
2. Attend staff meetings required for the normal operation of the school;
3. Be available for parent and/or student conferences as required;
4. Attend school functions as required by the principal;
5. Fulfill other duties and responsibilities on a job-sharing basis;
6. Assume full-time continuing duty should suitable part-time placement not be available.

Legal Reference:
I.C. 33-506(1)

Policy History:
Adopted on: 1/8/07
Revised on: 11/12/07, 11/10/08

Workers' Compensation Benefits 5460

All employees of the District are covered by Workers' Compensation benefits. In the event of an industrial accident, an employee should:

1. attend to first aid and/or medical treatment if emergency prevails;
2. correct, or report as needing correction, the hazardous situation as soon as possible after the emergency is stabilized;
3. report the injury or disabling condition (whether actual or possible) to the immediate supervisor within forty-eight (48) hours; and
4. call or visit the administrative office after medical treatment if needed to complete the necessary report of accident and injury.

The administrator shall notify the immediate supervisor of the report, and shall include the immediate supervisor in completing the any and all reporting as required.

An employee who is injured in an industrial accident may be eligible for Workers' Compensation benefits.

In the event of a disability incurred on the job and covered by Worker's Compensation, the employee shall be given the choice of either (1) entering a period of leave of absence without pay and receiving Worker's Compensation to which entitled; or (2) utilizing a portion of accrued sick leave to supplement worker's compensation benefits to maintain his/her regular salary insofar as the combined total of W orker's Compensation benefits does not exceed 100% of the salary to which he/she would otherwise be entitled. Use of accrued sick leave to augment Worker's Compensation payments shall terminate when an employee either a) returns to work, b) is no longer disabled in the opinion of a licensed physician, or c) terminates employment with the District.

The District will not automatically and simply defer to a report of industrial accident. The District shall investigate as it deems appropriate to determine (1) whether continuing hazardous conditions exist that need to be eliminated, and (2) whether in fact an accident attributable to the District's working environment did occur as reported. The District may require the employee to authorize the employee's physician to release pertinent medical information to the District or to a physician of the District's choice, should an actual claim be filed against the Workers' Compensation Division which could result in additional fees levied against the District.

Legal Reference:

I.C. 33-1216(c)
I.C. 72-101, et seq. Workers' Compensation Act

Policy History:

Adopted on: 1/8/07
Revised on: 11/12/07, 11/10/08

Retirement Benefits **5470**

Social Security Program

The Social Security program covers all employees with its provisions and benefits. The payroll department is required by law to withhold monthly, an amount established by the Federal Social Security System up to a specified maximum as stipulated by law. The School District, as employer, also pays an amount equal to that which is withheld from employees as stipulated by law**.**

Public Employees Retirement Plan

Membership in the Public Employees Retirement System of Idaho (PERSI) is compulsory for all Benefit-Eligible employees who are not members of any other State Retirement System of Idaho. The personal deductions are credited to the member's account and earn interest while in that account. Employee contributions may be withdrawn if the employee leaves eligible employment. The Troy School District also contributes an amount based on the percentage rate currently established by PERSI. These employer contributions are included in the determination of the monthly benefit payment when an employee becomes eligible for retirement benefits. PERSI also offers a 401(k) "Choice Plan" for employee voluntary contributions.

Retirement Severance Pay

The Board of Trustees establishes this policy allowing for the granting of retirement severance pay pursuant to Idaho Code Section 33-1216. This policy does not mandate the granting of retirement severance pay to any employee. Rather, the Board has discretion to grant retirement severance pay, which shall be negotiated and memorialized in a written agreement between the individual employee and the Board of Trustees.

Legal Reference:

I.C. 33-1216
I.C. 33-1217
I.C. 33-1218

Policy History:
Adopted on: 1/8/07
Revised on: 11/12/07, 11/10/08

Salary Schedules **5480**

Classified Salary Schedules

The Board of Trustees will establish salary schedules for non-certificated positions in the school system. Following the adoption of any schedule, the administration will use that schedule as a guide in employing and compensating non-certificated employees.

Part-time Classified Employee

A part-time employee can move on the salary schedule every other year. They must have no breaks in service. If a part-time employee leaves employment or is terminated and is later re- hired they would begin on Step 1 again.

Certificated Salary Schedule Placement

Teachers will be placed on the salary schedule according to the regulations and definitions provided by the State of Idaho Superintendent of Public Instruction.

Credits Recognized for Placement on Salary Schedule

Credit earned at an accredited college or university after certification by the State Department of Education will be recognized for placement on the salary schedule.

Credit for Prior Teaching Experience for Placement on Salary Schedule

Any certificated employee (teacher) coming into the District with prior teaching experience shall receive one year's credit for each year of teaching experience up to five (5) years experience and one (1) years credit for each two (2) years teaching experience beyond the first five.

Application for Advancement on Salary Schedule

Application for or notice of intent to acquire credits for advancement on the salary schedule must be submitted in writing to the Superintendent annually by March 15.

Consideration for Advancement on the Salary Schedule

The Superintendent shall decide applicability of courses towards an employee's advancement on the salary according to these general guidelines:

(1) The course should be part of a planned program beyond the employee's present status, or
(2) The course taken should be within the employee's endorsement area, or

(3) The course taken should be within the employee's present or proposed teaching assignment area(s).
(4) The course taken must be an upper division or graduate course, depending upon the employee's status on the salary schedule (unless the course is required for a change in teaching assignment).

Verification of Courses for Advancement on Salary Schedule

Credits earned (transcripts) must be submitted in writing to the Superintendent annually by Sept 15. Courses taken or credits earned after Sept. 15 (or late verification of courses taken or credits prior to Sept 15) may be submitted for consideration for the following year(s).

Legal Reference:
I.C. 33-506
I.C. 33-1004E

Policy History:
Adopted on: 1/8/07
Revised on: 11/12/07, 11/10/08, 5/14/12

Salary Deductions – Exempt Employees **5481**

The District is authorized to take deductions from an exempt employee's salary in the following circumstances, unless otherwise governed by the Negotiated Agreement or individual contract:

(NOTE: The District Workweek consists of five consecutive days during a seven-day period. The regular workweek begins at midnight Saturday and ends at midnight the following Saturday, although a regular work schedule is generally based on a Monday through Friday week.)

1. An exempt employee is absent from work for one or more full days for personal reasons, other than sickness or disability, and the employee has no accumulated personal leave.

2. An exempt employee is absent for one or more full days due to sickness or disability (including work-related accidents), and the employee has no accumulated sick leave.

3. An exempt employee violates any safety rule of major significance and the Board imposes such a deduction in pay as a disciplinary action.

4. An exempt employee violates District rules or is otherwise disciplined pursuant to Idaho Code Section 33-513, and the Board imposes an unpaid disciplinary suspension of one or more full days.

5. The District will not pay exempt employees for any workweek in which they perform no work. The District will pay a proportionate share of an exempt employee's full salary for the time actually worked in the first and last week of employment, basing the payment on an hourly or daily equivalent of the employee's full salary for the time actually worked.

6. Exempt employees on unpaid leave, pursuant to the Family and Medical Leave Act, will be paid a proportionate share of their full salary for time actually worked.

7. The District may offset any amounts received by an exempt employee for jury fees, witness fees, or military pay against the salary due for that particular workweek.

8. The District will make other deductions from the exempt employee's salary, as authorized in writing by the employee or ordered by a court of competent jurisdiction.

When calculating the amount of a deduction, the District may use the hourly or daily equivalent of the exempt employee's full weekly salary or any other amount proportional to the time actually missed by the employee. A deduction from pay as a penalty for violations of major safety rules may be made in any amount.

It is the intent of this District that all salaried employees are properly compensated. This District will not allow improper pay deductions to occur. In the event an exempt employee feels that an improper pay deduction has occurred, the employee may file a written complaint with the payroll office. The payroll office shall review the matter, and determine whether an improper pay deduction occurred. In the event it is determined that an improper deduction did occur, the employee shall be reimbursed the proper amount in his/her next regularly scheduled paycheck.

Salary Deductions – Exempt Employees (continued) **5481**

Outside Honoraria

The amount of any honorarium or compensation received for services on committees or commissions, except actual and necessary expenses, will be deducted from salary otherwise due the certificated employee.

Legal Reference:
29 CFR Section 541, et seq. Fair Labor Standards Act

Policy History:
Adopted on: 1/8/07
Revised on: 11/10/08

Credit Reimbursement **5485**

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.

Policy History:
Adopted on: 7/11/11
Revised on:

Pay for Performance **5486**

Troy School District's plan for the distribution of local shares based on the State of Idaho Pay for Performance program shall be monitored at least annually, and recommended for revision as needed, by a Performance Pay Oversight Committee, consisting of the Principal from each school, the Athletic Director, and two teachers from each school. At least one teacher shall be a member of the Troy Education Association.

The committee shall gather input from certificated staff and use this input to propose guidelines for the division of local shares. Committee members will keep confidential all matters relating to individual teacher performance.

Distribution of Local Shares

In accordance with the guidelines provided by the State Department of Education, the local shares shall be distributed as follows:

Student Achievement:

0.90 share awarded for a 95% most recent graduation rate (based on 12th grade retention to graduation)
0.85 share awarded for a 90% most recent graduation rate (based on 12th grade retention to graduation)
0.80 share awarded for a 85% most recent graduation rate (based on 12th grade retention to graduation)

Leadership

Although according to current Idaho Code, funding for Leadership does not begin until Fiscal Year 2014, the following is the existing plan for awarding during that year:

0.1 share (maximum) for any of the following:

1. National Board Certified Teacher
2. Troy Elementary School Leadership Team
3. Troy School District Performance Pay Oversight Committee

Policy History:
Adopted on: 8/8/11
Revised on:

Payroll **5490**

Payment to all employees will be made monthly, by electronic deposit, according to a schedule established by the Board of Trustees. Payment shall be made on the last business day of each month. No payroll advances will be given.

Policy History:
Adopted on: 11/10/08
Revised on:

Compensatory Time and Overtime/Classified Employees **5495**

This District shall follow all requirements set forth in the Fair Labor Standards Act (FLSA). Non- exempt employees covered by the FLSA will be identified and compensated for overtime hours in accordance with this policy. All District supervisors and administrators must ensure that FLSA provisions relating to overtime and hours worked are strictly adhered to, in compliance with federal law.

Definitions

"Compensatory (comp) time" means time off in lieu of monetary overtime compensation, calculated at one and one-half (1½) hours for each hour worked over forty (40) hours in any one (1) workweek.

"Non-exempt employees" means those employees included in the overtime provisions of FLSA. Additional compensation or compensatory time off will be provided for hours over forty (40) worked during the workweek. Most non-certificated employees are non-exempt employees.

"Overtime hours" means hours worked in excess of forty (40) hours in any workweek, midnight Saturday to midnight the following Saturday.

"Workweek" means five (5) consecutive days during a seven (7) day period. In this District, the regular workweek begins at midnight Saturday and ends at midnight the following Saturday, although a regular work schedule is generally based on a Monday through Friday week.

Work Hours

All non-exempt employees shall be scheduled to work forty (40) hours or less per week within the established workweek of midnight Saturday to midnight the following Saturday.

The District is not required by law to provide paid rest breaks. However, regular full-time classified employees will generally be given the opportunity to take a fifteen (15) minute paid rest break during the middle of the workday, if desired. The supervisor will schedule such breaks so as to not disrupt the workflow. 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." An employee may not use the rest break to adjust his or her work hours and come in late or leave early on either a daily or weekly basis.

Non-exempt employees are given a minimum thirty (30) minute unpaid lunch break, which the supervisor will schedule so as to not disrupt the workflow. If required to work during the lunch break, employees will be paid or will receive comp time. Employees must receive supervisor approval before working through a lunch break.

Overtime

Non-exempt employees who work in excess of forty (40) hours in any workweek shall be paid one and one-half (1½) times the regular hourly wage or given compensatory time equal to one and one-half (1½) times the overtime hours actually worked, as defined in this policy.

Compensatory Time and Overtime/Classified Employees (continued) 5495

Overtime payments or comp time accrual shall be computed on the basis of hours actually worked during a single workweek, as recorded on the employee's timecard. Holidays, vacation, sick leave, emergency leave, and other hours paid but not worked are not hours worked for the purpose of overtime calculation.

Overtime hours shall not be used routinely to complete regular job responsibilities. A non- exempt employee will be allowed to work hours in excess of the employee's scheduled hours only upon the prior approval of his or her immediate supervisor, except in the case of a documented emergency. In the event of an emergency, the employee must make a reasonable attempt to obtain prior approval from his or her supervisor for the overtime. If prior approval cannot be obtained, the employee must notify the supervisor that excess hours were worked and the nature of the emergency during the employee's next regularly scheduled shift.

Any employee who works unauthorized overtime will be subject to disciplinary action, which may include suspension without pay and/or termination, as determined appropriate.

The supervisor may adjust an employee's work schedule for the remainder of the workweek to prevent the total number of hours for that workweek exceeding the number of hours regularly worked.

The employee must submit verification of the additional hours worked to the supervisor and payroll clerk at the end of each payroll period in which the additional hours were worked.

A pro-rata blended rate will be used as the base rate for those district employees who work in two (2) or more positions with different pay rates.

Records

All non-exempt employees covered by this policy are required to maintain a daily time log showing actual hours worked and noting the times taken for meal periods. The employee and his or her immediate supervisor must sign the time log on a weekly basis, acknowledging that the work hours set forth are true and accurate. Employees will be compensated for overtime or will accrue comp time based on the completed time log. Failure to maintain accurate logs, or falsification of such logs will be grounds for disciplinary action. No supervisor shall knowingly allow an employee to work unreported overtime to avoid overtime payments.

The District will maintain all payroll records for at least three (3) years. Such payroll records include any documentation (electronic or hard copy) on which wage computations are based, including, but not limited to, timesheets, work schedules, and records of additions to or deductions from wages.

A non-exempt classified employee may not volunteer work time in an assignment similar to his or her regular work without pay.

Compensatory Time and Overtime/Classified Employees (continued) **5495**

Legal Reference:
29 USC 201, *et seq.* Fair Labor Standards Act
29 CFR 541, *et seq.,* Fair Labor Standards Act

Policy History:
Adopted on: 1/8/07
Revised on: 11/12/07, 11/10/08

TROY SCHOOL DISTRICT #287

5000 - PERSONNEL

Personnel Records **5500**

The District maintains a complete personnel record for every employee, certificated and classified. Much of the information contained in employee personnel files is confidential and access to such files should be limited to the Superintendent, principal, supervisor, the employee, the employee's designee or representative, and school districts requesting information based upon Idaho Code for hiring.

A log of those persons other than the Superintendent, principal, or other administrative staff will be kept indicating the date and time of inspection; name of person requesting access; description of the records copied, if any; and the initials of the person providing the access and/or copies requested.

In accordance with federal law, the District shall release information regarding the professional qualifications and degrees of teachers and the qualifications of paraprofessionals to parents upon request, for any teacher or paraprofessional who is employed by a school receiving Title I funds, and who provides instruction to their child at that school. Access to other information contained in the personnel records of District employees is governed by Policy 4260 Records Available to the Public.

In accordance with state law, not later than 20 days after receiving a request from another Idaho public school, the District shall release information regarding job performance or job related conduct, as defined by Idaho Code, to school districts requesting such information for hiring purposes. The District shall also release materials as required by IC 33-145. See Policy 5100 Hiring Process and Criteria and Procedure 5100P Procedures for Obtaining Personnel Records for Applicants.

The District shall maintain official District files for employees.

An employee's official file shall be kept in the District administrative office. It should, at a minimum, contain the following records:

1. Application materials;
2. Contracts of employment;
3. Communications from the administration;
4. Performance evaluations;
5. Rebuttals to performance evaluations;
6. Parental input materials;
7. Written reprimands, directives, commendations, or awards;
8. Original statements and releases to and from hiring school districts;
9. A copy of the employee's job description signed by the employee;
10. A signed acknowledgment that the employee has received a copy of the District's sexual harassment policy;
11. A signed acknowledgment that the employee has received a copy of the District's email and internet use policy;
12. Documentation of additional training received, course work completed, in-services attended, etc.;
13. Documentation of fingerprints and background checks;
14. Documentation of record and reference checks pursuant to Idaho Code 33-1210;
15. Rebuttal documents;
16. Copies of certifications from the Office of the Superintendent of Public Instruction;
17. Transcripts of credits earned for credit review purposes;
18. Salary schedule placement; and

19. Any information relevant to the evaluation of the employee.

The file may contain notes and observations. Letters of recommendation will be kept in a separate, sealed file maintained by the Superintendent or a separate, sealed portion of the personnel file. Personal notes of supervisors should be placed in the personnel file, if they are relevant to the evaluation of the employee.

Each employee will be provided written notice of all materials placed in an employee's personnel file. Notice shall be provided within ten days of placement of information in the employee's file or, if possible, presented to the employee prior to placement in the file. An employee will have the opportunity to attach a rebuttal to any information placed in the employee's personnel file. An employee will have 21 days from the date of written notice of placement to attach a statement or notification of rebuttal.

Upon request, an employee or the employee's designee or representative will have access to the employee's personnel file, with the exception of letters of recommendation, and will be provided copies, upon request within a reasonable period of time. The request, inspection, and/or copying of the file will be logged indicating the date and time; name of the person requesting access; description of the records copied, if any; and the initials of the person providing the access and/or copies requested.

Other Files upon Separation

Idaho law recognizes that other files may be kept about employees, such as investigative files. Upon separation of employment, all documents from such files, including investigative files, shall be moved into the employee's personnel file. Names of students, fellow employees, or complainants (with the exception of the employee's administrative supervisor or other administrative authors) shall be redacted from such documents before they are placed in the personnel file. Copies of such documents shall be provided to the employee within ten days of placement in the personnel file and written notice of their inclusion in the file shall be provided by sending such to the employee's last known address. The employee shall be given the opportunity to file a rebuttal to such information in the same manner outlined above.

Record Keeping Requirements under the Fair Labor Standards Act

In addition to the information to be placed in an employee's personnel file set forth hereinabove, any and all payroll information required by the Fair Labor Standards Act shall also be kept for each employee as follows:

1. Records required for ALL employees:

    1. Name in full (same name as used for Social Security);
    2. Employee's home address, including zip code;
    3. Date of birth if under the age of 19;
    4. Gender (may be indicated with Male/Female, M/F, or a Mr., Mrs., Miss, or Ms.);
    5. Time of day and day of week on which the employee's work week begins;
    6. Basis on which wages are paid (such as $5/hour, $200/week, etc.);
    7. Any payment made which is not counted as part of the "regular rate";
    8. Total wages paid each pay period; and
    9. I-9.

2. Additional records required for non-exempt employees:
    1. Regular hourly rate of pay during any week when overtime is worked;
    2. Hours worked in any work day, meaning a consecutive 24 hour period;
    3. Hours worked in any work week, or work period in case of 207[k]);
    4. Total daily or weekly straight-time earnings, including payment for hours in excess of 40 per week, but excluding premium pay for overtime;

5. Total overtime premium pay for a work week;
6. Date of payment and the pay period covered;
7. Total deductions from or additions to wages each pay period;
8. Itemization of dates, amounts, and reason for the deduction or addition, maintained on an individual basis for each employee;
9. Number of hours of compensatory time earned each pay period;
10. Number of hours of compensatory time used each pay period;
11. Number of hours of compensatory time compensated in cash, the total amount paid, and the dates of such payments;

In no case will attorney communications be placed in the employee file or produced to the employee.

Legal References
29 CFR § 516.2
29 CFR § 516.3
29 USC § 201 et seq.
IC § 33-1210
IC § 33-517
IC § 33-518
IC § 74-106
IC 33-145

Policy History:
Adopted On: 08/10/26
Revised On:
Reviewed On: 07/13/26

Staff Health **5600**

Medical Examinations

Through its overall safety program and various policies pertaining to school personnel, the Board shall promote the safety of employees during working hours and assist them in the maintenance of good health. It shall encourage all its employees to maintain optimum health through the practice of good health habits.

Under the circumstances defined below, the Board may require physical examinations of its employees. Results of such physical examinations shall be maintained in separate medical files and not in the employee's personnel file and may be released only as permitted by law.

Physical Examinations

If the work is of a physically demanding nature, subsequent to a conditional offer of employment and prior to a commencement of work, the District may require an applicant to have a medical examination and to meet any other health requirements that may be imposed by the State. The District may condition an offer of employment on the results of such examination, if all entering employees in the applicable job category are subject to such examination. If approved by personnel services, a thirty-(30)-day grace period beginning from the date of employment may be allowed for the employee to obtain the required medical examination.

All bus drivers, including full-time, regular part-time or temporary part-time drivers, shall be required to have a satisfactory medical examination prior to employment.

Contagious or Infectious Diseases

If a staff person has a contagious or infectious disease and has knowledge that a person with compromised or suppressed immunity attends the school, the staff person must notify the supervisor that he or she has a contagious or infectious disease which could be life threatening to an immune compromised person. The school nurse or other designated person must determine, after consultation with and on the advice of public health, if the immune compromised person needs appropriate accommodation to protect their health and safety.

An employee with a contagious or infectious disease shall not report to work during the period of time in which the employee is infectious. An employee afflicted with a contagious or infectious disease capable of being readily transmitted in the school setting (e.g., airborne transmission of tuberculosis) shall be encouraged to report the existence of the illness in case there are precautions that must be taken to protect the health of others. The District reserves the right to require a statement from the employee’s primary care provider prior to the employee's return to work.

Staff Health (continued) **5600**

Confidentiality

In all instances, District personnel shall respect the individual's right to privacy and treat any medical diagnosis as confidential information. Any information obtained regarding the medical condition or history of any employee shall be collected and maintained on separate forms and in separate medical files and be treated as confidential information. Only those individuals with a legitimate need to know (i.e., those persons with a direct responsibility for the care of or for determining work place accommodation for the staff person) will be provided with necessary medical information.

Supervisors and managers may be informed of the necessary restrictions on the work or duties of the employee and necessary accommodations. First aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment.

Legal Reference:

29 U.S.C. 794, Section 504 of the Rehabilitation Act
29 CFR, Section 1630.14(c)(1)(2)(3)
41 U.S.C. 12101, et seq. Americans with Disabilities Act

Policy History:
Adopted on: 11/10/08
Revised on:

Prevention of Disease Transmission **5610**

All District personnel shall be advised of routine procedures to follow in handling body fluids.

These procedures shall provide simple and effective precautions against transmission of diseases to persons exposed to the blood or body fluids of another. These procedures shall be standard health and safety practices. No distinction shall be made between body fluids from individuals with a known disease or infection and from individuals without symptoms or with an undiagnosed disease.

The administration shall develop, in consultation with public health and medical personnel, procedures to be followed by all staff. The procedures shall be distributed to all staff, and training on the procedures shall occur on a regular basis. Training and appropriate supplies shall be available to all personnel, including those involved in transportation and custodial services.

Policy History:
Adopted on: 11/10/08
Revised on:

Staff Protection **5650**

The Board will support, protect, and aid any school employee who suffers physical assault by a student or other person while acting within the course and scope of his or her employment and within the scope of the District's policies.

If a student or other person physically assaults a school employee, the incident will immediately be reported to the Superintendent, who will then notify the Board members, the student's parent/guardian, and the law enforcement agency, as the situation warrants.

Legal Reference:
I.C. 6-901, *et. seq.*
I.C. 18-916
I.C. 33-1222

Policy History:
Adopted on: 1/8/07
Revised on: 11/12/07, 11/10/08

Substitutes **5700**

The term "substitute teacher" is defined in I.C. 33-512(15) as any individual who temporarily replaces a certificated classroom educator and is paid a substitute teacher wage for one (1) day or more during a school year.

The state department of education shall maintain a statewide list of substitute teachers. To remain on the statewide substitute teacher list the substitute teacher shall undergo a criminal history check every five (5) years.

The Board authorizes the use of substitute teachers as necessary to replace teachers who are temporarily absent. The Principal or designee shall arrange for the substitute to work for the absent teacher.

Under no condition is a teacher to select or arrange for a private substitute.

The Board annually establishes a daily rate of pay for substitute teachers. Subject to the terms of a current collective bargaining agreement, no fringe benefits are given to substitute teachers.

Substitutes for classified positions will be paid by the hour.

Cross Reference: 5110 Criminal History / Background Checks

Legal Reference:

I.C. 33-130	Criminal history checks for school district employees or applicants for certificates
I.C. 33-512(15)	Governance of schools

Policy History:
Adopted on: 11/10/08
Revised on: 5/11/09

Paraprofessionals, Teachers' Aides, and Paraeducators **5710**

Teachers' aides, and paraeducators, as defined in the appropriate job descriptions, are under the supervision of a principal and a teacher to whom the principal may have delegated responsibility for close direction. The nature of the work accomplished by paraeducators will encompass a variety of tasks that may be inclusive of "limited instructional duties."

Under federal law, a paraprofessional, also known as a "paraeducator," an "education assistant" or an "instructional assistant," is defined as an individual who is employed in a preschool, elementary school, or secondary school under the supervision of a certificated or licensed teacher, and includes persons employed in language instruction educational programs, special education programs, and migrant education programs.

Paraeducators are employed by the District mainly to assist the teacher. A paraeducator is an extension of the teacher, who legally has the direct control and supervision of the classroom or playground and is responsible for the control and welfare of the students.

In compliance with applicable legal requirements, the Board shall require all paraeducators with instructional duties that are newly hired in a Title I school-wide program to have a high school diploma or general equivalency diploma (GED) and:

1. Demonstrate through a state approved academic assessment knowledge of and the ability to assist in instructing or preparing students to be instructed as applicable to the academic areas they are providing support in; or

2. Have completed at least two (2) years of study at an accredited postsecondary educational institution; or

3. Obtained an associate degree or higher level degree;

It is the responsibility of each principal and teacher to provide adequate training for a paraeducator. This training should take into account the unique situations in which a paraeducator works and should be designed to cover the general contingencies that might be expected to pertain to that situation. During the first 30 days of employment, the supervising teacher or administrator shall continue to assess the skills and ability of the paraeducator to assist in reading, writing, and mathematics instruction.

The Superintendent shall develop and implement procedures for an annual evaluation of teachers' aides and paraeducators. Evaluation results shall be a factor in future employment decisions.

Paraprofessionals, Teachers' Aides, and Paraeducators (continued) **5710**

Cross Reference: Policy 2010 District Plan

Legal Reference: 20 USC § 6312 Local Agency Plans, as amended by ESSA of 2015
20 USC § 6314 School Wide Programs, as amended by ESSA of 2015
20 USC §§ 7011, 7801 Definitions, as amended by ESSA of 2015
IDAPA 08.02.02.0007.10.a Paraprofessional.

Policy History:
Adopted on: 1/8/07
Revised on: 11/12/07, 11/10/08, 2/12/18, 6/11/18

Athletic Minimum Participation **5715**

Sport	*Minimum*	*Add'l Coach/T*
Cross-Country	7	14
Volleyball	8	24
Football	12	30
Girls Basketball	8	24
Boys Basketball	8	24
Baseball	12	14
Softball	12	14
Tennis	8	14
Track	8	14
Cheerleading	4	14

Policy History:
Adopted on: 7/11/11, 6/13/2022
Revised on: 5/9/2022

Volunteers/Contractors **5720**

The District recognizes the valuable contributions made to the total school program by members of the community who act as volunteers. A volunteer by law is an individual who:

1. has not entered into an express or implied compensation agreement with the District;
2. is excluded from the definition of "employee" under the appropriate state and federal statutes;
3. may be paid expenses, reasonable benefits and/or nominal fees in some situations; and
4. is not employed by the District in the same or similar capacity for which he/she is volunteering.

District employees who work with volunteers shall clearly explain duties for supervising children in school, on the playground and on field trips. An appropriate degree of training and/or supervision of each volunteer shall be administered commensurate with the responsibility undertaken. Volunteers who are not Troy School District students must be at least 21 years of age, unless the Principal grants an exception.

Volunteers who have unsupervised access to children are subject to the District's policy mandating criminal background checks.

In order to maintain a safe environment for the students of this District, the names of all contractors (including subcontractors) who perform work on school property will be provided to the District in advance of performing work on school property. The names of contractors will be checked against the statewide sex offender register and any contractor who is listed on such registry will not be allowed to perform work on school property.

Employee Volunteers

Non-exempt employees may not volunteer their time and service with this School District when the volunteer hours involve the same type of service which the employee is employed to perform. In other words, employees may not volunteer to do what they are otherwise paid to do. Factors to consider in determining whether this policy is being complied with include:

1. The duties of the employee; and
2. The facts and circumstances in each particular case, including whether the volunteer service is closely related to the actual duties performed by or responsibilities assigned to an employee.

"Non-exempt employees" means those employees included in the overtime provisions of the Fair Labor Standards Act. Additional compensation or compensatory time off will be provided for hours over forty (40) worked during the workweek. Most non-certificated employees are non-exempt employees.

Volunteers/Contractors (continued) **5720**

Cross Reference: 5110 Fingerprints and Criminal Background Investigations

Legal Reference:
Fair Labor Standards Act
29 USC Section 203(e)(4)(a)
29 CFR Section 553.103(a)
I.C. 33-512 Governance of schools

Policy History:
Adopted on: 1/8/07
Revised on: 11/12/07, 11/10/08

Private Service Providers/Consultants **5725**

The District encourages the use of private service providers and professional consultants as resource individuals when such consultative services will be helpful in the improvement of the educational program of the District. The District, through the Superintendent as its designee, may enter into contracts with private service providers and/or consultants to provide necessary services to students.

Services provided by a private service provider/consultant (hereinafter referred to as "PSP"), and the frequency and duration of such services, shall be pursuant to the terms of the contract between the PSP and the District. Any contract the District enters into with the PSP shall provide the responsibility for eligibility determination, choice of educational methodology, and other determinations of educational services and programs which shall be retained at all times by the District.

Prior to being hired, the PSP shall undergo a background check the same as any new employee or volunteer of the District. The same requirements shall apply to the PSP.

The Superintendent or designee shall conduct periodic reviews of the services of the PSP. The Board may request that the Superintendent provide the Board with the review findings of the PSP.

Consultants shall exercise no authority over the work of District employees, but shall act only as advisors in those fields in which they are qualified to offer assistance and for which they are employed.

Compensation

PSP compensation shall be approved by the Board prior to invitation and arrangement for visitation by such person or persons to the District except when such compensation is within the amount specifically budgeted. If reimbursement is obtained through Medicaid, the PSP shall agree in the contract that those services will not exceed the approved Medicaid rate.

All consultants shall be hired based on a written contract which shall not exceed twelve (12) months.

Confidentiality

The PSP shall at all times maintain confidentiality pursuant to the Family Educational Records and Privacy Act (FERPA) of all records of services, including, but not limited to, identifying information regarding the student and services, observations, evaluations and/or assessments.

Definition

Private service provider or consultant means a person, group, agency or organization that meets the following conditions:

Private Service Providers/Consultants (continued) **5725**

1. Is not an employee of the District or a public agency with legal jurisdiction over the circumstances related to the provider/consultant's involvement with the student; and
2. Is paid for services provided to the student.

Examples of private service providers include: psychologist, counselor, targeted service provider, behavioral therapist, speech therapist, occupational therapist, physical therapist, social worker, psychosocial rehabilitation specialist, etc.

Examples of consultants include: attorney, auditor, architect, agents of record and others with technical skills or professional training.

Cross Reference: 4600 Volunteer Assistance
4420 Sex Offenders
5110 Fingerprints and Criminal Background Investigations
5720 Volunteers / Contractors

Legal Reference:
I.C. 33-512 Governance of schools
Family Education Records and Privacy Act

Policy History:
Adopted on: 11/10/08
Revised on:

Reduction in Force 5740

It is recognized that the Board has the responsibility to maintain good public elementary and secondary schools and to implement the educational interest of the state, consistent with state and federal educational requirements, including District and school attainment of Adequate Yearly Progress, improvement plans, accreditation requirements, and other school-based issues. However, recognizing also that it may become necessary to eliminate certificated staff positions in certain circumstances, this policy is adopted to provide a fair and orderly process should such elimination become necessary.

The Board has the sole and exclusive authority to determine the appropriate number of certificated employees and to eliminate certified staff positions consistent with the provisions of the State statutes. A reduction of certified employees may occur as a result of, but not be limited to, the following examples or from other conditions necessitating reductions:

a. Decreases in student enrollment
b. Changes in curriculum
c. Financial conditions or limitations of the District

The need for implementation of a Reduction in Force and/or the elimination of certificated positions is left to the sole discretion of the Board.

The Board may choose to implement a RIF through:

a. the elimination of an entire program or portions of programs:
b. the elimination of positions in certain grade levels only;
c. the elimination of positions by category;
d. the elimination of positions in an overall review of the District;
e. the elimination of positions through other considerations and implementation decisions;
f. the elimination of a portion or percentage of a position(s) or any combination of the above.

Legal Reference: I.C. 33-514 Issuance of Annual Contracts
I.C. 33-515 Issuance of Renewable Contracts
I.C. 33-522 Reductions in Force

Policy History:
Adopted on: 1/8/07
Revised on: 11/12/07, 11/10/08, 5/11/09, 5/9/11

Reduction in Force Process **5740A**

The following definition and procedures shall be used for conducting a Reduction in Force.

Definition

As used in this policy, "teacher" shall apply to any employee of the District who holds a certificate issued by the State Board of Education who is employed in a teaching or administrative position, below the rank of Superintendent.

Procedures

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

    a. Voluntary retirements
    b. Voluntary resignations
    c. Transfer of existing staff members
    d. Voluntary leaves of absence

2. In the event a Reduction in Force is required, teachers who are retained pursuant to these procedures may be reassigned if suitable position openings are available in instructional areas for which they are Highly Qualified and for which the principal has approved transfer pursuant to Idaho Code.

3. In the Board's determination as to the individuals to be released pursuant to the Reduction in Force consideration will be given to the criteria set out below. Each criterion shall be considered in terms of the total context when selecting those employees who are to be considered for release pursuant to the provisions of these procedures. The following criteria will be considered:

    a. Area(s) of certification for which the teacher is Highly Qualified which are classified by the District as Hard to Fill positions
    b. Number of areas of certification for which the teacher is Highly Qualified
    c. Educational/Degree Status
    d. National Certifications Held
    e. Position as a Lead or Master Teacher within the District
    f. Whether or not the teacher is Highly Qualified in a course necessary for High School Graduation requirements
    g. Whether or not the teacher is Highly Qualified in a course necessary for middle school advancement
    h. Contribution and/or involvement in extra-curricular or co-curricular positions with students
    i. Compliance with Professional Standards and Conduct over the course of employment with the District
    j. Teacher evaluation, including components required by Idaho Code to be encompassed in teacher evaluation

Reduction in Force Process (continued) **5740A**

It is the intent of the Board that the individual and cumulative effect of each criterion on the welfare of students and the best long-term and short-term interest of the District be considered.

It is further the intent of the Board that primary consideration be the quality of instruction and the progress that students are making throughout the course of the school year as well as properly endorsed Highly Qualified instructors to be in classroom positions in order for the District to be compliant with federal and state education requirements. Thus, each criterion shall be considered in terms of this total context.

The factors for consideration shall be reviewed on an annual basis by the District's Administration to determine whether factors should be added, eliminated, or weighted differently. Such recommendations for modification will then be brought before the Board for consideration.

4. The District shall advance notice of the possible Reduction in Force to all teachers who may be released, based upon the number of teachers who may be released, in full or in part, and the school programs, teacher positions, or categories of positions that may be affected.

5. Upon receipt of this notification, it is recommended that the subject teachers review their personnel file materials with the District's Administrative Office to assure that the school has appropriate information relating to the various criteria referenced above.

   a. If a teacher believes that there is an error, the teacher shall notify the District's Administrative Office of their concern of an error, in writing, by the close of the school day on the fifth school day after the teacher has received notice of the possible Reduction in Force.
   b. This written notice shall specifically identify what element or elements of the teacher's personnel file and criteria are believed to be erroneous and explain specifically why the element(s) is believed to be in error.
   c. If the District receives notice of possible error, each such written notice, timely received, shall be individually reviewed for possible reconsideration or evaluation of the information used in consideration of the Reduction in Force.
   d. Should a teacher fail to inspect their personnel file and have inaccurate information in their personnel file and/or have failed to provide the District with updated information, the information contained in the file will be utilized for the Reduction in Force determination and the teacher will not have the opportunity to subsequently correct such information after the Reduction in Force has been implemented.

6. If the Board determines that a Reduction in Force in fact will be implemented, the Superintendent shall submit a list of the teachers recommended for release, through use of the above process, and shall make recommendation to the Board as to what due process, if any, the Board needs to implement for each individual personnel situation.

7. All releases shall be done in conformance with the applicable provisions of Idaho Code and all affected teachers will be promptly notified, in writing, of the Board's decision or

Reduction in Force Process (continued) **5740A**

actions that need to be taken by the Board relating to applicable due process activities, if any.

8. Recall Provisions - If the contract of employment of a teacher is terminated because of the implementation of a Reduction in Force, the name of the teacher shall be placed upon a reappointment list and remain on such list for a period of one (1) year.

   If a position becomes open during such period, and the teacher has been selected by the Board as a person on the recall list who is Highly Qualified and most capable of holding the position, then the teacher will be notified in writing by certified mail, sent to the last known address, at least thirty (30) days prior to the anticipated date of employment, when possible.

   In determining whether a teacher is qualified for reappointment, the Board shall consider the criteria as set forth in these procedures. The teacher shall accept or reject the appointment in writing within seven (7) days after receipt of such notification. If the appointment is accepted, the teacher shall receive a written contract within twenty (20) days of receipt of the teacher's reply by the Board. If the teacher rejects the appointment offer or does not respond according to this procedure within seven (7) days after receipt of such notification, the name of the teacher will be removed from the recall list.

Legal Reference: I.C. 33-514 Issuance of Annual Contracts
I.C. 33-515 Issuance of Renewable Contracts
I.C. 33-522 Reductions in Force
I.C. 33-523 Principals to Determine New Staffing

Policy History:
Adopted on: 5/9/11
Revised on:

Employing Retired Teachers and Administrators 5750

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

1. The District may employ certificated teachers and administrators who are receiving retirement benefits from the public employee retirement system of Idaho (PERSI) for positions requiring such certification provided such individuals were not promised "rehire" by the District before their retirement was in effect. Said employees are hereinafter referred to as "retiree" or "retirees".

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

2. Any employment contract between the District and retirees shall be separate and apart from the collective bargaining agreement or master agreement between the District and the local teachers association.

3. Retirees employed consistent with this policy and State law shall accrue one (1) day per month of sick leave or as agreed upon by the board. No annual sick leave shall be accumulated unless additional sick leave has been negotiated between each individual retiree and the District at the time of employment. Sick leave accrued under Idaho Code § 33-1004H does not qualify for unused sick leave benefits under Idaho Code § 33-1228.

4. The District will provide health insurance and life insurance benefits for retirees hired consistent with this policy.

5. The District shall not employ certificated teachers and administrators who receive or received benefits under the previously existing early retirement program provided in now repealed Idaho Code 33-1004G.

6. Retirees who qualify to be rehired are those who have:

   A. Reached the Rule of 90;
   B. Are not participating in the early retirement program;
   C. Who are retired at or after 60 years of age;
   D. Have never received a "promise of rehire" before their retirement date; and
   E. Have received at least one payment from their PERSI retirement account;

Employing Retired Teachers and Administrators 5750

7. Employees hired pursuant to this policy and who are assigned to work in a specific District building will only be hired and placed into the building upon the approval and consent of the building principal as per Idaho Code 33-523.

Cross Reference: 5100 Hiring Process and Criteria

Legal Reference:	I.C. § 33-513	Professional Personnel
	I.C. § 33-1004H	Employing Retired Teachers and Administrators
	I.C. § 33-1228	Severance Allowance at Retirement
	I.C. § 59-1356	Reemployment of Retired Members

Policy History:
Adopted on: 11/10/08, 2/10/2020
Revised on:
Reviewed on: 1/21/2020

Classified Employment and Assignment **5800**

Classified employees are those noncertificated employees who are employed by the District or personnel hired in positions which do not require certification.

With the exception of those classified employees who are hired for a stated specified time, all classified employees shall be regarded as "at-will" employees and may be dismissed at the will of either party and the employment relationship may be terminated at any time for any or no reason (so long as the same does not violate public policy or violate any other provision of law). Such at-will designation will be included in all job descriptions as mandated by I.C. § 33-517 and in written contracts, should the same be implemented by the District. An employment period, as well as other terms and conditions of employment set forth in a job description and/or written contract shall not create a property right as such are included for the specific purpose only of providing notice to the employee of the service and expectations of the District so long as the employment relationship continues.

Classified employees shall have no expectation of continued employment, unless so expressly specified by the District. The District reserves the right to change employment conditions affecting the employee's duties, assignment, supervisor or grade.

The Board shall determine the salary and wages for classified personnel.

The grievance procedure for classified employees shall be the procedure set forth in I.C. 33-517. Classified employees may file a written grievance alleging unfair treatment or a violation of District policy. However, neither the rate of pay nor the decision to terminate an employee during the initial 180 days of employment shall be regarded as a proper grievable matter.

Legal Reference: I.C. 33-517 Noncertificated personnel
I.C. 33-1201 Certificate required
Metcalf v. Intermountain Gas Co., 116 Idaho 622 (1989)

Policy History:
Adopted on: 5/11/09
Revised on:

TROY SCHOOL DISTRICT 287

5000 - PERSONNEL

Prohibition on Staff Support of Social Transitions **5900**

Any staff member who receives a request from a student for the following shall report the request to the building principal immediately. :

1. A request to be referred to by a pronoun or title that does not traditionally correspond to the sex identified on the student's official school record unless their parent/guardian has granted permission for this as described in Policy 3297;
2. A request to be referred to using a name other than their legal name, a nickname, or a derivative of their legal name or nickname, or a name for which the parent/guardian has provided permission as described in Policy 3297;
3. A request to use restrooms, locker rooms, changing rooms, or overnight lodging designated for a sex other than that indicated on their official school record. Such requests shall be addressed as described in Policy 9605;
4. A request to participate in an athletic team or other sex-separated school activity designated for a sex other than that indicated on their official school record.

The building principal or their designee will inform the student's parent/guardian of the request within 72 hours.

The Board may direct the Superintendent to develop procedures consistent with this policy.

Legal References
IC 32-1016

Policy History:
Adopted On: 08/10/26
Revised On:
Reviewed On: 07/13/26