Employee Handbook

2023-24



TROY SCHOOL DISTRICT NO. 287 2023-24

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

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

DISTRICT POLICY MANUAL

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

MEDIA COMMUNICATION

All media communication must be approved by the Superintendent.

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

CALENDAR AND WORK DAY

Full-time certificated instructional day hours are selected from 7:30 a.m. - 3:30 p.m., 7:45 – 3:45, or 8:00 – 4:00. Please follow your Principal's procedure for indicating your selection.

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

KEYS & BUILDING SECURITY

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

If you unlock a door outside of regular school hours, you are responsible for monitoring its use and relocking it. Please leave your classroom door locked if you will be away from it for any length of time.

DATA SECURITY

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

BENEFITS SUMMARY



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

Medical/Vision/Dental/Life Insurance

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

Medical – Blue Cross of Idaho

You have the option to enroll in,

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

Dental - Blue Cross of Idaho

You have the option to enroll in either the

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

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

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



Employee Benefits at-a-glance

9/1/2023-8/31/2024

Troy School District



			Medical				
Option 1 Blue Cross of Idaho 2000 PPO	Blue Cross of Idaho 2000 PPO Deductible: Individual \$2,000 Family \$4,000 Coinsurance: 10% Out of Pocket Max: Individual \$3,500 Family \$7,000	Office Visits: PCP: \$20 Copay Specialty: \$ Preventive Care Visits: 1 Diagnostic Lab & X-Ray: No char, then Ded. + Coins. Hospital Services Inpatient: Ded. + Coin Outpatient: Ded. + Coin Emergency Room: \$100 Copay + Accident Insurance: \$300 Ma: per insured, per year	00% ge first \$100 s. ns. Ded. + Coins. x Benefits	Prefe Non-Pr	Yalgreens pharmacy is NOT in Network) Rx Benefits: Generic: \$15 Copay erred Brand: \$30 Copay referred Brand: \$45 Copay specialty: \$45 Copay	H.R.A. (Health Reimbursement Account) Once Employee incurs \$500 Individual \$1,000 Family of out-of-pocket deductible related expenses, the HRA will reimburse up to 90% of eligible costs. Not to exceed \$1,350 Ind. \$2,700 Family per calendar year. Administered by Peak1 Administration	
	Blue Cross HSA 3000	Office Visits: PCP: Ded. + Coins. Specialty: D Preventive Care Visits: 1		Nalgreens pharmacy is	H.S.A. (Health Savings Account)		
Option 2 Blue Cross of Idaho HSA 3000	Deductible: Individual \$3,000 Family \$6,000 Coinsurance: 30% Out of Pocket Max: Individual \$5,800 Family \$11,600	Diagnostic Lab & X-Ray: Ded. Maternity: Ded. + Coir Hospital Services Inpatient: Ded. + Coin Outpatient: Ded. + Coin Emergency Room: Ded. + (. + Coins. ıs. s. ns.	Prefe Non-Pre	NOT in Network) Rx Benefits: eneric: Ded. + Coins. rred Brand: Ded. + Coins. ferred Brand: Ded. + Coins. becialty: Ded. + Coins.	Employer Contribution: \$167.95 Monthly	
Dental							
						Network	
Option 1 Dental Blue Connect	No Deductible / No Annual Maximum \$20 Copay Per Visit Diagnostic & Preventive: Covered 100% Fillings: Covered 100% Root Canal: \$100 - \$175 (for a complete list of services/copays - refer to benefit summary) Porcelain Crowns: \$250 Copay / Bridge: \$250 Copay Comprehensive Orthodontia: \$2,000 Copay					You must go to one of the local Willamette Dental clinics for treatment. There are no benefits payable outside of these clinics unless specified by your Willamette dentist.	
		Plue Cress				Network	
Option 2 Blue Cross of Idaho PPO	Blue Cross PPO Deductible: \$50 Indvidual/ \$150 Family Maximum Benefit: \$1,000 In Network \$1,250 Out of Network Diagnostic & Preventive: 100% PPO Basic Services: 80% PPO Major Services: 50% PPO			Select any dentist within the Blue Cross of Idaho dental network. By choosing an Out-of-Network provider you pay your deductible, coinsurance, and are responsible for differences between what Blue Cross allows and what the out-of- Network providers charges.			
			Vision				
VSP Blue Cross of Idaho	VSP through Blue Cross of Idaho Exam: Covered in full every 12 months \$0 Copay Lenses: Covered in full every 12 months after \$25 Copay Frames: \$130 Allowance every 12 months Contacts (in lieu of frames lenses): \$130 Allowance every 12 months			Laser Vision Correction Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities			
	Employer Sponsore	d Life & AD&D			Telemedicine Enhanceme	ent (New!)	
United Heritage	Spouse Life Children (6 months - 2	e Benefits \$15,000 e Benefits \$5,000 26 years) Life Benefit \$2,000 months) Life Benefit \$100	AllyHe	alth	automatically enrolled in th benefit. Employees have a through AllyHealth. This tele a board certified doctor by vi include but not limited to ge visits, family/pediatric visits,	household family members are is school district-paid telemedicine around the clock access to doctors medicine benefit will connect you to ideo chat at no cost to you . Services neral medicine visits, mental health medical bill review and negotiation. .net to activate your account.	

Employee Benefits *at-a-glance*

9/1/202 -8/31/202

Troy School District

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



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

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

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

NCPERS Group Life Insurance

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

Supplemental Insurance

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

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

Workers Compensation Insurance (all employees)

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

Public Employee Retirement System of Idaho (PERSI)

Staff members who are employed for twenty hours (or 0.5 FTE assignment) or more per week for five consecutive months or longer are enrolled in PERSI. Effective July 1, 2023, PERSI rates of changed: Administrators/Teachers 12.69% district contribution, 7.62% employee contribution; General Members (Classified) 11.18% district contribution, 6.71% employee contribution.

Types of Leave – Employees Half-time or greater

- SICK LEAVE One day per month worked, prorated for those who are employed for at least 50% but less than 100% of full-time.
- BEREAVEMENT LEAVE Five days per year available, prorated as above.
- PERSONAL LEAVE Three days per year available, prorated as above. Employee may roll over up to two days in the next school year if there should be a balance to carry over.

 VACATION (Earned by 12-month classified employees only; refer to policy 5450) – Two weeks per year beginning with second year. Maximum one-week carry-over to following year.



1 year - 9 years= 2 weeks' vacation10 years - 19 years= 3 weeks' vacation20+= 4 weeks' vacation

Types of Leave – All Employees

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

<u>Sick Leave Bank</u>

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

Tuition Reimbursement (certificated staff)

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

Troy Education Association

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

Game Duty

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

Elementary Evening Duty

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

EMPLOYEE LEAVE PROCEDURES

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

Except in the case of illness or other emergency, *complete* the request form well before the absence, sign and submit the entire form to your supervisor. You will receive the signed form

back when approved. Upon your return, whether or not you are claiming reimbursement, sign on the second employee signature line and submit it to your supervisor. If you think leave has been posted to your record incorrectly, you have 30 days to request an adjustment.

Travel Reimbursement

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

1. District mileage payments are based on the amount designated by the Controller of the State of Idaho for state employees. Currently, the rate is .655 per mile, unless space is available in another reimbursed vehicle going to the same event.

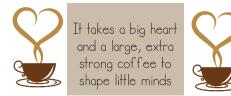


- 2. Maximum per diem is \$55.00 for overnight in state travel. Partial day per diem allowance: Where employees are to be absent from their primary official station on official business for less than (24) hours, partial day per diem allowance is equal to a maximum of twenty-five (25%) (\$13.75) of the total per diem allowance for breakfast, thirty-five percent (35%) (\$19.25) for the total per diem allowance for lunch, and fifty-five (55%) (\$30.25) of the total per diem allowance for lunch, and fifty-five (55%) (\$30.25) of the total per diem allowance for lunch. Receipts for meals are not required; however, meals should not be claimed if they are not charged. If requesting reimbursement by receipt include a copy of the customer receipt. Alcoholic beverages are NOT reimbursable and should NOT be included on ANY receipt turned in for reimbursement.
- 3. For overnight travel, reasonable lodging costs will be reimbursed. Receipts are required. In most cases, please contact the District Office to make reservations. Otherwise, please identify yourself as a school employee on official business, and request that the hotel direct-bill the District. The employee is responsible for reimbursing the District for a charged unused room.
- 4. Receipts are required for reimbursement of other expenses (registration, etc.).

PAYROLL

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

All classified non-exempt staff members submit official monthly time sheets to record actual hours worked as well as leave days taken. Be sure to sign the time sheet before submitting it to your supervisor. <u>Time is to be recorded to the nearest quarter hour</u> according to the codes listed. The pay period always runs from the 16th of the month through the 15th of the following month. All information regarding payroll must be turned into the district office by the 16th of each month. All changes affecting payroll must be submitted in writing to the District Office.





PAYROLL DEDUCTIONS

Medical Insurance

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

BLUE CROSS MEDICAL/VISION/DENTAL/EAP

Approved by the Board of Trustees, June 12, 2023.



During the 2023-24 school year, Troy School District shall pay medical, dental, and vision insurance for the employee who works minimum of 30 hours per week. The deductible shall be \$2,000 on the PPO plan, with a buy down to \$500. Employee's that enroll in the HSA medical option will have a \$3,000 deductible. The district will contribute **\$167.95**/monthly into employee's HSA pre-tax account. *If you enroll in the HSA you are not eligible for the HRA or FSA account.*

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

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

Medical Insurance Pool

\$2000 deductible with buy down to \$500 Medical Premium Only-Based on Monthly Premium Charge

105.75
47.50
69.55
136.60

Blue Cross of Idaho Premiums

Insurance rates effective September 1, 2023

	PPO	PPO w/Dental Blue	HSA	HSA w/Dental Blue
Employee (paid by District over 30 hours per week; under 30 hours per week prorated)	959.00	966.43	791.05	798.48
Spouse	1107.95	1116.64	870.05	878.74
Child	512.30	519.19	406.90	413.79
Children	771.70	785.52	617.20	631.02
Family	1477.35	1498.42	1173.45	1194.52

Flexible Spending Account (FSA)

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

Other Personal Deductions

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

GENERAL INFORMATION

Certification and College Transcripts (certificated staff)

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

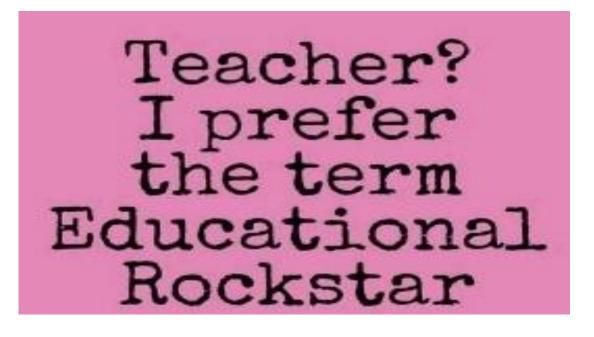
Verification of courses taken and credits earned must be submitted in writing (transcript) to the district office and the State Department of Education by September 15th for advancement on the salary schedule.

Movement on the Salary Schedule

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

School Lunch

Adult prices are \$4.70 and extra milk is .50¢ per carton. <u>Employees are expected to keep their</u> account current, but a maximum of THREE (3) charges is allowed.





Lunch Prices for 2023-24



K-6 Student Breakfast	\$1.75
K-6 Student Lunch	2.65
7-12 Student Breakfast	1.90
7-12 Student Lunch	3.05
Adult Breakfast	2.65
Adult Lunch	4.70
Extra Milk	.50

Requisitions and Purchase Orders

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

Receipt of Orders

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

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

District Payment of Bills

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

Telephone Use

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

NOTICES

SEXUAL HARASSMENT / SEXUAL INTIMIDATION IN THE WORKPLACE

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

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

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

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

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

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

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

Investigation

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

Confidentiality

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

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

COMPUTER NETWORK REGULATIONS

TROY SCHOOL DISTRICT SD287 Network Acceptable Use Procedures

Purpose

The purpose of the SD287 Network Acceptable Use Procedures is to provide the procedures, rules, guidelines, and the code of conduct for use of technology and the information network in the Troy School District.

Definition

The definition of information networks is any configuration of hardware and software which connects users. The network includes all of the computer hardware, operating system software, application software, stored text, and data files. This includes electronic mail, local databases, externally accessed databases, CD-ROM, recorded magnetic or optical media, clip art, digital images, digitized information, communications technologies, and new technologies as they become available. Stand-alone workstations are also governed by this acceptable use procedure.

Introduction

Troy School District network (SD287 Network) provides resources for teaching and learning, communication services, and business data services by maintaining access to local, regional, national, and international sources of information.

The SD287 Network information resources will be used by members of the school community with respect for the public trust through which they have been provided and in accordance with policy and regulations established by the school district. These procedures do not attempt to articulate all required or proscribed behavior by its users.

Successful operation of the network requires that all users conduct themselves in a responsible, decent, ethical and polite manner while using the network. The user is ultimately responsible for his/her actions in accessing network services.

Guidelines

- 1. Access to the networks and to the information technology environment within SD287 Network is a privilege and must be treated as such by all users of the network and its associated systems.
- 2. SD287 Network will be used for the purposes of research, education, and school related business and operations.
- 3. Any system which requires password access or for which the district requires an account, such as Internet, will only be used by the authorized user. Account owners are ultimately responsible for all activity under their account and are the only authorized users of that account.
- 4. The resources of the SD287 Network are limited. All users must exercise prudence in the shared use of this resource.
- 5. All communications and information accessible via SD287 Network should be treated as private property amongst users.

Unacceptable Use

The Troy School District has the right to take disciplinary action, remove computer and networking privileges, and/or take legal action, for any activity characterized as unethical and unacceptable. Unacceptable use activities constitute but are not limited to any activity through which any user:

- 1. Violates such matters as institutional or third party copyright, license agreements or other contracts. The unauthorized use of and/or copying of software is illegal.
- 2. Interferes with or disrupts other network users, services or equipment. Disruptions include but are not limited to: distribution of unsolicited advertising, propagation of computer worms or viruses, distributing quantities of information that overwhelm the system ("chain letters," "network games," or "broadcasting" messages) and/or using the network to make unauthorized entry into any other resource accessible via the network.
- 3. Seeks to gain or gains unauthorized access to information resources, obtains copies of, or modifies files or other data, or gains and communicates passwords belonging to other users,
- 4. Uses or knowingly allows another to use any computer, computer network, computer system, program, or software to devise or execute a scheme to defraud or to obtain money, property, services, or other things of value by false pretenses, promises, or representations.

- 5. Destroys, alters, dismantles, disfigures, prevents rightful access to or otherwise interferes with the integrity of computer-based information and/or information resources whether on stand-alone or networked computers.
- 6. Invades the privacy of individuals or entities (e.g. use someone else's handle or account),
- 7. Uses the network for commercial or political activity,
- 8. Installs unauthorized software for use on district computers,
- 9. Uses the network to access inappropriate materials,
- 10. Uses SD287 Network to compromise its integrity ("hacking" software),
- 11. Submits, publishes, displays or forwards any defamatory, inaccurate, racially offensive, abusive, obscene, profane, sexually oriented, or threatening materials or messages either public or private.
- 12. Publishes images of any type on the SD287 Network, or any network accessible via the SD287 Network, without first obtaining written, legal permission from the individual, whose picture is to be published.
- 13. Uses SD287 Network for illegal activities, harassing, cyber bullying, vandalizing, inappropriate or obscene purposes, or in support of such activities is prohibited. Illegal activities shall be defined as a violation of local, state, and/or federal laws. Harassment is defined as slurs, comments, jokes, innuendoes, unwelcome compliments, cartoons, pranks, and/or other verbal conduct relating to an individual which (1) has the purpose or effect of creating an intimidating, hostile or offensive environment; (2) has the purpose or effect of unreasonably interfering with an individual's work or school performance or (3) interferes with school operations. Cyber bullying is defined as being cruel to others by sending or posting harmful material online or through a cell phone or engaging in other cruel or hurtful actions. Cyber bullying is causing significant emotional harm to others resulting in depression, anger, school failure and avoidance, school violence, and suicide. Vandalism is defined as any attempt to harm or destroy operating system, application software or data. Inappropriate use shall be defined as a violation of the purpose and goal of the network. Obscene activities shall be defined as a violation vehicle.
- 14. Students will not be allowed to use email, participate in chat rooms, or use instant messaging software on the SD287 network. These activities can reduce the effective classroom learning time and are difficult to monitor and control. These activities provide an easy avenue for students to engage in other unacceptable internet uses. Use of these programs also provides another avenue for viruses and hackers to gain access to the SD 287 network.

District Rights

Troy School District reserves the rights to:

- 1. Monitor all activity on SD287 Network.
- 2. Make determinations on whether specific uses of the network are consistent with this acceptable use policy.
- 3. Log network use and to monitor storage disk space utilization by users.
- 4. Deem what is appropriate use.
- 5. Remove a user's access to the network at any time it is determined that the user is engaged in unauthorized activity or violating this acceptable use policy.

6. Cooperate fully with any investigation concerning or relating to any SD287 Network activity.

Disciplinary Action

These acceptable use procedures are applicable to any member of the SD287 Network community and refer to all information resources whether individually controlled, shared, stand alone or networked. Disciplinary action for students, staff and other users shall be consistent with the district's standard policies and practices. Where use of external networks is involved, policies governing such use also are applicable and must be adhered to. Violations constitute cause for revocation of access privileges, suspension of access to school district computers, other school disciplinary action and/or appropriate legal action. Exact disciplinary measures will be determined on a case-by-case basis and in accordance with the Statement of Rights and Responsibilities Concerning Pupil Conduct for Students (Board Policy 609 and 613).

Troy School District

SD287 Network Access Release Form

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

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

Troy School District SD287 Network Code of Conduct

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

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

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

DRUG FREE WORKPLACE NOTICE TO EMPLOYEES

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

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

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

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

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

Substance-Free Schools

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

FAMILY AND MEDICAL LEAVE

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

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

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

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

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

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

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

Personnel who are employed principally in an instructional capacity may be required to extend their leave to coordinate with the end of a term, and such extended leave is counted against the teacher's FMLA allotment. If the employee's FMLA allotment expires during the extension, the additional time is nevertheless deemed FMLA leave. See District Policy for details.

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

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

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

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

EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

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

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

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

Accommodating Individuals with Disabilities

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