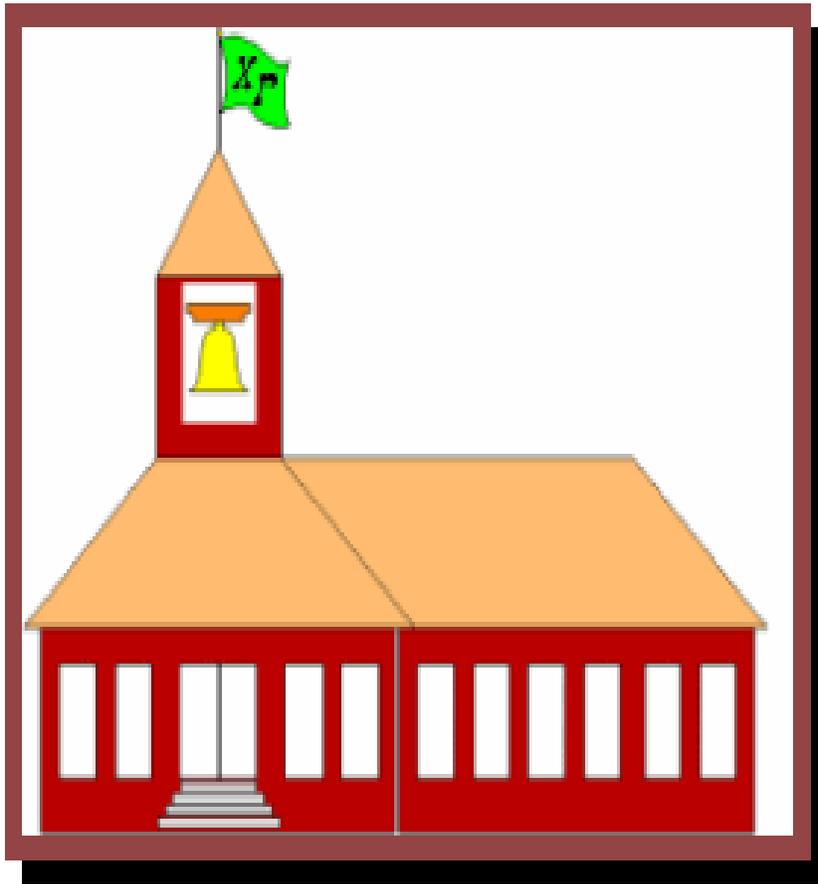


2022-2023  
FORT BENTON SCHOOLS  
CLASSIFIED HANDBOOK



Developed 1/20/94  
Revised 7/13/10  
Updated 7/7/2022  
Adopted 7/12/2022



## **Welcome to Fort Benton Schools**

This Employee Handbook is important to your employment. Please read it carefully and use it as a reference. Your success in your job is very important to Fort Benton Schools. The Handbook contains valuable information which will answer many specific questions you may have. It will help you to be well informed about the policies and procedures of Fort Benton Schools.

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## **Important Information Concerning This Handbook And Your Employment**

The Employee Handbook was developed by the Fort Benton Schools to help you understand some of the personnel policies and procedures that affect your employment. Please note that our policies and procedures do change from time to time. We plan to publish periodic updates to this handbook to keep you informed of changes; however, we may implement some changes immediately without advance notice. Board policy supersedes this handbook language.

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## **The People And Their School District**

The public schools belong to the people. The people govern the schools under rights guaranteed to them under the Constitution and statutes of our State. The people exercise their proprietorship through the elective process. They elect state and federal representatives who establish--through the legislature and the Congress--the framework of law within which the schools operate. And the People elect a school board to represent them and to determine local educational plans and policy and to establish publicly-endorsed educational goals and objectives. The Fort Benton Board of Education functions as an agency of the public within this framework.

The Board is mindful that the people are the ultimate governors of public education and that the Board is directly accountable to the people through the elective process. But the Board also believes that accountability is a shared responsibility involving students, teachers and other employees, the superintendent of schools, and the people themselves as well as the Board of Public Education.

The will of the people of Fort Benton, Montana, is expressed at a regular school election held on the day and at the place prescribed by state law.

Policy 1.2

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## **Equal Employment Opportunity/Affirmative Action**

Fort Benton Schools is committed to the principles of Equal Employment Opportunity and Affirmative Action.

The school system will promote good human relations by removing all vestiges of prejudice and discrimination in employment, assignment, and promotion of personnel; in location and use of facilities; in curriculum development and instructional materials; and in the availability of programs for our children. To ignore such concern is morally wrong, economically wasteful, and socially dangerous.

The school system shall continue to make opportunities for employment and promotion available to every individual solely on the basis of his or her qualifications and without regard to sex, age, race, color, creed, religious beliefs, marital status, pregnancy or national origin.

All employee recruiting, hiring, training, compensation, benefits, transfers, promotions, social or recreational programs, and on-the-job treatment are to be administered in accordance with this commitment.

Every employee is expected to comply with the spirit and intent of our Equal Employment Opportunity/Affirmative Action Policy.

If you feel you have not been treated in accordance with this policy, contact your immediate supervisor. No form of retaliation will be taken against any employee who reports an incident to alleged discrimination.

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## **Harassment**

We believe that every employee is entitled to a working environment free of verbal, physical, visual or other harassment because of race, color, religion, sex, national origin, age, handicap, or any other basis protected by federal, state or local laws. We expect the full cooperation of every administrator, supervisor and employee in making this policy effective. If necessary, however, appropriate management action will be taken for violation of this policy.

The kinds of conduct governed by this policy include, but are not limited to, actions by any supervisor or employee which directly or indirectly threaten any employee's employment, promotion, wages or other working conditions. Such unacceptable conduct includes verbal abuse (such as offensive racial, ethnic or sexual "jokes") and unwanted physical contact.

Any incident of harassment should be immediately reported to your supervisor or building administrator. The supervisor/administrator will investigate immediately and will take prompt and appropriate corrective action which may include termination.

No form of retaliation will be taken against any employee who reports an incident of alleged harassment.

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## **Sexual Harassment**

### **1. Purpose**

It is the policy of the Fort Benton School District to maintain a learning and working environment that is free from sexual harassment.

### **2. Authority**

It shall be a violation of this policy for any member of the district staff to harass a student through conduct or communications of a sexual nature as defined below. It shall be a violation of this policy for students to harass other students through conduct or communications of a sexual nature as defined below. It shall be a violation of this policy for a district staff member to harass another district staff member through conduct or communication of a sexual nature as defined below. It shall be a violation of this policy for a student to harass district staff members through conduct or communication of a sexual nature as defined below.

### **3. Definitions**

Unwelcome sexual advances, requests for sexual favors and other inappropriate oral, written or physical conduct of a sexual nature when made by a member of the district staff to a student, student to district staff, district staff to district staff, or when made by any student to another student constitute sexual harassment when:

- a. submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's education;
- b. submission to or rejection of such conduct by an individual is used as the basis for academic decisions affecting that individual; or
- c. such conduct has the purpose or effect of substantially interfering with an individual's academic or professional performance or creating an intimidating, hostile or offensive academic environment.

Sexual harassment, as defined above, may include but is not limited to the following:

verbal harassment or abuse;  
pressure for sexual activity;  
repeated remarks to a person, with sexual or demeaning implications;

unwelcome touching;  
suggesting or demanding sexual involvement accompanied by  
implied or explicit threats concerning one's grades, job, etc.

#### 4. Procedures

Any person who alleges sexual harassment by any staff member or student in the District may use the District's complaint procedure or may complain directly to the building principal, guidance counselor or other individual appropriate to receive such complaints. Filing of a complaint or otherwise reporting sexual harassment will not reflect upon the individual's status nor will it affect future employment, grades or work assignments.

The right to confidentiality, both of the complainant and of the accused, will be respected consistent with the District's legal obligations, and with the necessity to investigate allegations of misconduct and take corrective action when this conduct has occurred.

A substantiated charge against a staff member in the District shall subject such staff member to disciplinary action, including discharge.

A substantiated charge against a student in the School District shall subject that student to disciplinary action including suspension and/or expulsion.

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### **Life-Threatening Illness**

Employees with life-threatening illnesses, including but **not limited** to AIDS, may continue to work as long as they are able to meet acceptable performance and attendance standards and medical evidence indicates that the condition and or their work activities pose no threat to the health and safety of themselves, other employees, or students.

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### **Handicap Accommodations**

If you have a handicap which requires specialized accommodations either for your current job or for jobs for which you wish to apply, contact your administrator and your supervisor. They will work with you to try to arrange a reasonable accommodation.

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### **Drugs And Alcohol**

Fort Benton Schools is dedicated to providing a drug free workplace. Employees are prohibited from selling, purchasing, manufacturing, distributing, dispensing or possessing controlled substances in the workplace or anywhere on Fort Benton Schools premises. Additionally, employees are required to perform their job duties unimpaired by illegal

drugs or alcohol, or the improper use of legal drugs.

Violation of any of the provisions of this policy will be ground for disciplinary action, which may include termination.

Please read the entire board policy concerning this issue. Contact the District Clerk, or your Supervisor, if you want a copy of the board policy.

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## **Smoke Free Policy**

In accordance with the provisions of the Pro-Children Act of 1994, no person shall be permitted to smoke within any indoor facility owned or leased or contracted for and utilized by the school district for the provision of routine or regular kindergarten, elementary, or secondary education or library services to children. Smoking will also not be permitted in any other school owned buildings or the football field grandstand/bleachers.

Policy 8225

## **Tobacco Free Policy**

The District maintains tobacco-free buildings and grounds. Tobacco includes but is not limited to cigarettes, cigars, snuff, smoking tobacco, smokeless tobacco, E-Cigarettes, and vaping products.

Use of tobacco products in a public school building or on public school property is prohibited, unless the use of a tobacco product in a classroom or on other school property as part of a lecture, demonstration, or educational forum sanctioned by a school administrator or faculty member concerning the risks associated with using tobacco products.

For the purpose of this policy, “public school building or public property” means:

- public land, fixtures, buildings, or other property owned or occupied by an institution for the teaching of minor children that is established and maintained under the laws of the state of Montana at public expense; and
  - includes playgrounds, school steps, parking lots, administration buildings, athletic facilities, gymnasiums, locker rooms, and school buses.
- 

## **Attendance**

Fort Benton Schools expects you to be conscientious about your attendance and punctuality at work. You are part of a team and getting the work done depends on everyone being in the right place at the right time.

Occasionally you may be ill, injured, or unable to come to work because of an illness in your immediate family or some other personal emergency. You may be late because of

transportation problems. It happens.

If you are going to be late for work or absent, you should personally contact your supervisor as soon as practical but no later than your normal starting time.

Excessive absenteeism or tardiness can be grounds for warnings and termination. Failure to personally notify your supervisor of your absence or tardiness may be grounds for disciplinary action which could include termination.

Summer Custodians - each building will determine a starting time for work which must be approved by the Custodial/Maintenance Supervisor.

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## **Accidents and Injuries at Work**

If you have an accident or are injured on the job, you must report this immediately to your supervisor. A First Report of injury will be completed in the Clerk's Office and sent to the workers' compensation insurance carrier. You may be contacted for further information by one of their representatives.

If you are eligible you will be paid for time lost from work due to such an injury.

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## **Solicitation and Distribution**

Fort Benton Schools does not permit any employee to solicit other employees or accept solicitation from any other Fort Benton Schools employees or individuals on behalf of any club, society, religious organization, political party, or similar association. This includes the actual working time of the employee(s) soliciting or being solicited and the time the employee is on Fort Benton Schools premises during regular working hours. Working time does not include meal periods, or breaks.

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## **Long Distance Phone Calls**

Personal long distance phone calls are not to be charged to the school district.

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## **Employee Appearance**

Fort Benton Schools is proud of its image and strives to maintain the high standards. The public form their image of our schools through their contacts with you, so you are asked to use good judgment in dressing in a manner appropriate to your work surroundings.

We feel that the appearance of all employees in Fort Benton Schools is one of the factors making a positive contribution to our image. We hope you will share our pride in Fort Benton Schools.

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## **School Keys**

School keys are school property. Please understand that misuse of school property is grounds for dismissal. **DO NOT** allow any non-employee to use your school issued keys. **DO NOT** allow your spouse/children to use the school facility without your **direct** supervision (you need to be with them).

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## **Employee's Spouse/Children - Assistance**

Your spouse and/or children are not to accompany you when you are clocked in for the school district. They are not employees and therefore should not be assisting you in your duties. Property/liability insurance distinctly frowns on non-employees helping employees of the district. Non-employees are **not** covered under Workmen's Compensation.

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## **Employee use of Email, Internet, Networks, and District Technological Equipment**

Per Board Policy 5450: All use of electronic networks, email, internet, district owned technological equipment shall be consistent with the District's goal of promoting educational excellence by facilitating resource sharing, innovation, and communication. These procedures do not attempt to state all required or proscribed behaviors by users. However, some specific examples are provided. **The failure of any user to follow these procedures will result in the loss of privileges, disciplinary action, and/or appropriate legal action.**

### **Terms and Conditions**

1. Acceptable use – Access to electronic networks must be for the purpose of education or research and consistent with the educational objectives of the District or for legitimate business use.
2. The use of the Districts electronic equipment and network is a privilege, not a right.

3. Unacceptable Use – Each staff member is responsible for his or her actions and activities involving the network. Some examples of unacceptable uses are (but not limited to): using the network for illegal activity, unauthorized downloading of software, downloading copyrighted material, any and all hacking into unauthorized files, invading other users privacy, using another users passwords to gain access, posting anonymous messages, accessing, submitting, posting publishing or displaying any defamatory, inaccurate, abusive, obscene, profane sexually oriented, threatening, racially offensive, or illegal material, and using the network while privileges have been suspended or revoked.

### **Network Etiquette**

The user is expected to abide by the generally accepted rules of network etiquette. These include but are not limited to: be polite, use appropriate language, do not reveal personal information, recognize that email is not private, and consider all communications and information accessible via the network to be private property.

Every staff member must read and sign the attached Employee Equipment Use, Internet Conduct, and Network Agreement at the beginning of each school year. Please see Board Policy 5450 for the full description of policy.

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## **Conditions of Employment**

As a new employee of Fort Benton Schools you will be asked to comply with the following conditions of employment:

- Completed and signed W-4 form,
- Employee Eligibility Verification  
A copy of two forms of identification must accompany this form. ie. drivers license, social security card, birth certificate,
- Employment Record Card and Completed Folder,
- Support Obligation Disclosure Form,
- A signed copy of Fort Benton Asbestos Notification,
- A signed copy of Sexual Harassment Policy,
- A signed copy of Drug Free Workplace Policies,
- A signed copy of Lunch Breaks, Overtime Policies,
- A signed copy of Back Braces Policy (maintenance/custodial personnel only).

- A New Hire Employee Form
- The following employees hired after January 1, 1995 will automatically participate in PERS (Public Employees' Retirement System):  
Cooks, Secretarial Staff, Non-Instructional Aides, Bus Drivers.

**\* These requirements must be completed and turned into the Clerk's Office before you start your employment.**

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### **Bus Driver's Must Also Have the Following Qualifications:**

- a. Valid Montana Commercial License.
- b. Valid first aid certificate. If recently hired and certificate is outdated, driver must make arrangements to take the first available class.
- c. Physical examination as required by law. Driver has his/her choice of physician. A report of the examination must be filed with the superintendent's office before the first day of school.
- d. Driver must maintain a level of personal and professional conduct which would indicate a conscientious interest in the proper performance of his/her duties.

Employment in the Fort Benton School district will depend upon many things, including your performance, adherence to Fort Benton Schools policies and procedures, and our continued need of your services. If your job duties are eliminated through reorganization or position reductions, you may be terminated. Your ability to transfer to another position is based on a number of factors including your performance, the transferability of your skills, and the availability of suitable open positions.

Bus Drivers have a specific handbook for their position. Every driver is given one along with numerous student bus riding handbooks.

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### **Back Braces**

Custodian/Maintenance Personnel - Back braces will be worn during your ENTIRE work shift. The only exception would be if use of the brace would cause other injuries to the employee due to the nature of a specific job/task to be performed. This is a requirement of employment and will be enforced. The school district has purchased the braces for each employee.

The Montana Safety Culture Act goes into effect on January 1, 1994. The Act spells out the fact that employers need to do a better job of protecting/training employees. Therefore, the back brace will be one form of protection that we can offer our staff. Additional training and safety issues will be forthcoming.

In conclusion, ALL part-time, full-time, seasonal, and temporary maintenance/custodians

must wear the brace at ALL times during the work shift. This also applies to summer workers, painters, etc.

It is also requested that the brace be worn on the OUTSIDE of your clothing if working indoors. Again, the wearing of the brace is a requirement of your employment and will be strictly adhered to.

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## **Absences**

It is essential that you be at work because absences place a burden on your co-workers. Obviously, there will be occasions when you will not be able to work. Your superintendent and principals' have the authority to excuse and pay absences under the following policies:

### **Occasional Absence**

Occasional absences are those absences of five consecutive days or less for reasons of illness, injury, other emergency or essential personal business such as an illness in your immediate family. Any time away from work should be limited to the time absolutely required. Arrangements should be made, whenever possible, to conduct personal business outside of your normal work day. In the case of an illness, injury or other emergency, your supervisor should be notified as soon as practical and no later than your normal starting time. Time off for personal business or medical/dental appointments should always be requested in advance.

Your supervisor will inform you when your attendance is not up to expectations. Even excused absences if excessive can lead to discipline.

### **Sick Leave**

"Sick Leave" means a leave of absence with pay for a sickness suffered by an employee or his /her immediate family.

A permanent full-time employee earns sick leave credits from the first day of employment. Sick leave credits will be credited at the end of each pay period. Sick leave credits are earned at the rate of 12 working days for each year of service without restriction as to the number of working days that may be accumulated.

Employees are not entitled to be paid sick leave until they have been continuously employed 90 days.

An employee may not accrue sick leave credits while in a leave-without-pay status.

Permanent part-time employees are entitled to prorated leave benefits if they have worked the qualifying period.

Full-time temporary and seasonal employees are entitled to sick leave benefits if they have been continuously employed for 90 days.

An employee who terminates employment with the school district is entitled to a lump-

sum payment equal to one-fourth of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave will be computed on the basis of the employee's salary or wage at the time he terminates his employment with the school district.

An employee who receives a lump-sum payment pursuant to this section and who is again employed by the school district may not be credited with any sick leave for which the employee has previously been compensated.

Abuse of sick leave is cause for dismissal and forfeiture of the lump-sum payments provided for in this section.

All absences from work will be reported on the Individual Absence Record.

### **Short-Term Disability**

Fort Benton Schools provides short-term disability benefits to minimize your concerns and worries over loss of pay and job security should you become disabled for an extended period.

Our short-term disability benefits are available to all eligible employees after 30 days of service. Short-term disability refers to any illness or injury of a physical or mental nature which prevents an employee from performing normal work duties for a period of more than five days. Accumulated sick leave may be used. When employees are receiving workers' compensation, short-term disability benefit payments will be reduced so that these combined payments do not exceed 100% of base pay.

When you are no longer disabled, you should inform your supervisor of your plans to return to work. You may be asked to obtain certification from your physician.

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### **Leaves of Absence**

Separate from occasional absences and disabilities are various types of leaves that may be granted. These leaves can be best categorized as short-term (four weeks or less). They are without pay. A request for leave form should be completed for all leaves. Leaves of absence are granted only with approval of the superintendent.

In most types of leaves, many of your benefits continue as long as you pay your monthly premiums and as long as your leave does not exceed four weeks. During a leave you will not accrue sick leave or vacation leave.

### **Emergency Leave**

Emergency leave may be granted in the case of a severe injury or accident to a member of the employee's immediate family or in case of a death in the immediate family. The granting of such a leave shall be left to the discretion of the administration. The superintendent has the discretion to grant up to five (5) days emergency leave with pay when all types of leave have been exhausted.

## Short-Term Leave With Pay

The following types of leaves are granted with pay to all regular employees regardless of the number of hours worked. They are all granted as a matter of policy and carry reinstatement rights:

- **Funeral Leave**, extending from the date of the death of the immediate family member through the date of the funeral (normally three consecutive work days unless extensive travel is required).
  
- **Civic Responsibilities**, such as:
  - **Jury Duty.** (MCA 2-18-619) (1) Each employee who is under proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Juror fees shall be applied against the amount due the employee from his employer. However, if an employee elects to charge his juror time off against his annual leave, he shall not be required to remit his juror fees to his employer. In no instance is an employee required to remit to his employer any expense or mileage allowance paid him by the court.  
(2) An employee subpoenaed to serve as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Witness fees shall be applied against the amount due the employee from his employer. However, if an employee elects to charge his witness time off against his annual leave, he shall not be required to remit his witness fees to his employer. In no instance is an employee required to remit to his employer any expense or mileage allowances paid him by the court.  
(3) Employers may request the court to excuse their employees from jury duty if they are needed for the proper operation of a unit of state or local government.
  
  - **Testifying in Court.** You are granted paid civic leave when you are required to testify in court.

## Long-Term Leave Without Pay

These leaves are granted to eligible employees with the superintendent's approval. All earned, but unused, vacation time can be taken.

- Personal Leave  
Examples may be:
- Following disability
- Child or Family responsibilities
- Continuing education
- Legislative service (where permitted by state law)

## Annual Vacation Leave (MCA 2-18-611)

Each permanent full-time employee shall earn annual vacation leave credits from the first day of employment. Vacation leave credits earned shall be credited at the end of each pay period. However, employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of 6 calendar months.

Seasonal employees shall earn vacation credits. However, such persons must be employed 6 qualifying months before they may use the vacation credits. In order to qualify, such employees must immediately report back for work when operations resume in order to avoid a break in service.

Permanent part-time employees are entitled to prorated annual vacation benefits if they have worked the qualifying period.

An employee may not accrue annual vacation leave credits, while in a leave-without-pay status.

Temporary employees do not earn vacation leave credits, except that a temporary employee who is subsequently hired into a permanent position within the same jurisdiction without a break in service and temporary employees who are employed continuously longer than 6 months may count as earned leave credits for the immediate term of temporary employment.

Temporary employees do not earn vacation leave credits. School (academic) year employees who are hired as custodians/maintenance for the summer months, will not receive vacation leave. Temporary summer custodians/maintenance employees may begin work, after being approved, six (6) work days following release of school for the summer months and must quit six (6) days prior to school starting again.

### Rate Earned (MCA 2-28-612)

Vacation credits are earned at a yearly rate calculated in accordance with the following schedule, which applies to the total years of an employee's employment with any agency whether the employment is continuous or not:

<u>Years of Employment</u>	<u>Working Days Credit</u>
1 day through 10 years	15 days
10 years through 15 years	18 days
15 years through 20 years	21 days
20 years on	24 days

Vacation leave may be carried over for one (1) year.

If you terminate your position all accumulated vacation leave will be paid providing the employee has worked the qualifying period set forth in MCA 2-18-611.

If you change your status from full-time to part-time or the reverse, vacation will be paid according to your status at the time the vacation is taken.

Your supervisor will schedule vacations based on such factors as work flow, operational requirements, length of service, etc.

Vacation time must be taken during the year in which you are entitled to it. All vacation time must be approved by your immediate supervisor well in advance.

## **Holidays**

Fort Benton School employees are entitled to a total of 6 paid holidays per year as prescribed by law, without loss of pay. If the day is not a regular scheduled workday for the employee, the district will designate a regular workday for each employee which will be substituted for the listed holiday.

Eligible part-time employees are paid for the average number of hours worked per day.

Substitute or occasional employees are not eligible for paid holidays.

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## **How Salaries Are Determined**

Your salary is directly related to the job you do. Salaries are determined and set by the Board of Trustees. Non-certified salaries will be according to the schedule for that position. The schedule will be adopted annually. The Board of Trustees of School District #1, designate the 5<sup>th</sup> day of each month as "pay day". Should the 5<sup>th</sup> day of the month fall on a weekend, holiday, or other day that school is not in session, "pay day" will be on the day prior to the weekend, or holiday.

Full-time (40 hours per week).

Permanent part-time employees (at least 20 hours per week).

Seasonal employee means an employee who is assigned to a position designated as seasonal and for which the district has a permanent need but which is interrupted by the seasonal nature of the assignment.

Temporary employee means an employee assigned to a position designated as temporary or as a substitute employee.

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## **Salary Deductions**

Tax-sheltered Annuities:

The Fort Benton School System will recognize participation in tax-sheltered annuity programs.

A 403B Plan is available to all staff employed by School Dist. #1.

Payroll Deductions:

Payroll deductions are available to employees who wish to use them, subject to prior approval of the Board.

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## Hours Worked and Overtime

The hours of work at Fort Benton Schools vary from department to department according to work volume. Your supervisor will explain your work week and schedule to you and answer any specific questions.

Full-time employees will be regularly scheduled to work 40 hours per week. All paid time is counted as time worked for vacations, holidays, sick leave pay, and other paid occasional absences.

Employees working for the district must be clocked in. If you are clocked out for lunch, you cannot be working ie. answering the phone, making coffee, etc. If you have worked your 40 hours for the week, you cannot clock out and continue working.

### **Working without being clocked in is cause for disciplinary action.**

Overtime is not acceptable unless written permission is given, prior to the overtime, by the District Superintendent and or the District Transportation Director. Emergency situations will be dealt with on an individual basis.

The following procedure will be used for overtime offenders (July 1 - June 30):

1. First occurrence - Warning letter from Superintendent.
  2. Second occurrence - Warning letter from Board Chairman.
  3. Third Occurrence - Recommendation for dismissal will be presented to the entire Board of Trustees.
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## Mandatory Breaks

All non-certified employees are required to adhere to the following lunch/coffee break schedule:

- a. Meal Break - Each employee must clock out from 30 minutes to 60 minutes, halfway through their daily work shift.
  - b. Breaks - Each employee receives a maximum of two fifteen minute breaks per work day which may not be taken in conjunction with the lunch break. These breaks are not mandatory. Employees are not required to clock out during breaks. **Abuse of breaks is cause for disciplinary action by your supervisor or superintendent.**
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## Time Cards And Daily Attendance Reports

Fort Benton School District #1 is required by law to keep accurate records of the hours worked by non-certified employees. You are required to clock in and all hours worked must be recorded on Time Clock Plus. This includes starting time, meal periods, breaks longer than 15 minutes, and quitting time. The District Clerk will answer any questions about your time. If you leave your job to run errands or personal business you must check out and check back in when you return. The payroll period cut off day is always

the last Saturday of the month. Please check Time Clock Plus's dash board for any missed punches, sick time or vacation time not recorded in order to notify the Administration Office of any error that needs correcting. If you forget to check in or check out your card must be initialed by your supervisor or district clerk.

The District Clerk keeps track of your vacation and sick leave credits on a monthly basis. When calculating your time card at the end of the month, you must calculate your time on your own time. Do not work on your time while clocked in with the district.

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## **Health Insurance**

Number of work hours per week required to be eligible for benefits is 30 hours

Coverage with the insurance plan will become effective on the employee's Enrollment Date, provided all family Members to be covered are enrolled within the 30 days of the Enrollment Date.

Employees and dependents for whom written request for coverage is made more than 30 days after the applicable Enrollment Date, must wait until open enrollment which occurs in the month of May.

### **Creditable Coverage**

An eligible employee or dependent under the Plan may submit to the Plan Administrator, Certification of Creditable Coverage from any prior health insurance or health care plan under which said employee or dependent had coverage, for the purpose of reducing, on a day for day basis, any exclusion imposed by this Plan for any Pre-Existing Condition for which the eligible employee or dependent had applicable Creditable Coverage under any prior insurance or health care coverage.

Any eligible employee or dependent has a right to request and receive a Certification of Creditable Coverage from any insurance carrier or health care plan under which he had coverage on or after July 1, 1996.

**If you do not enroll within the 30 days you must notify the district clerk and participation in the health insurance program will not begin until the next fiscal year. This is done for budgetary purposes.**

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## **Activity Tickets**

All Full-time, Part-time employees will be given an Activity ticket +1 for all extracurricular events that occur at Fort Benton Schools. This does not include extracurricular bus drivers.

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## Code of Ethics

The reputation and success of Fort Benton School District #1 requires continuing adherence to high ethical standards. This Code sets forth the basic policy and standards concerning ethical conduct and provides guidance in several areas of specific concern. Our aim is to promote an atmosphere in which ethical behavior is actively thought about and practiced.

The policy and standards are grouped under section headings that emphasize the fundamental and overriding principles which should guide our behavior: We should act in a manner that will serve the best interests of Fort Benton Schools; that will preserve confidential information; and that will avoid conflicts of interest.

No code of ethics can provide rules to cover every circumstance. Answers to questions involving ethical considerations are often neither easy nor clear-cut.

[Confidential information about Fort Benton Schools acquired by an employee through his or her employment must be held in the strictest confidence.](#)

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## Serve Fort Benton School's Best Interests

To preserve and foster the public's trust and confidence, complete honesty and fairness is required in our internal and external affairs.

Employees are expected to exercise good judgment and common sense in their decision-making and their dealings with others. Commitments should be made only if they can be met realistically.

Employees should strive to improve policies, procedures that will contribute to public satisfaction and enhance Fort Benton Schools image. If an employee becomes aware of actual or potential problems in any area of Fort Benton School District's operation, the employee should inform his or her superintendent, supervisor or others in a position to effect solutions.

Employees are expected to be knowledgeable about their jobs and to comply with all applicable laws and regulations. When the applicability or interpretation of laws or regulations is unclear, the employee must seek advice.

[Upon termination of your employment with Fort Benton Schools, please turn in your Employee Handbook to the District Clerk.](#)

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# NOTES

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## ***FORT BENTON PUBLIC SCHOOLS***

***...Where the Difference Between  
a Good Education***

***VS***

***a Great Education Depends on  
Our Effort!***

***"WE MAKE THE DIFFERENCE"***

## **EMPLOYEE EQUIPMENT USE, INTERNET CONDUCT, AND NETWORK ACCESS AGREEMENT**

### ***Every staff member must read and sign below:***

I have read, understand, and agree to abide by the terms of the School District's policy regarding District-Provided Access to Electronic Information, Equipment, Services, and Networks (Policies 5460 and 5460P). Should I commit any violation or in any way misuse my access to the District's computers, network and/or the Internet, I understand and agree that my access privilege may be revoked and school disciplinary action may be taken against me.

### **Terms and Conditions**

1. **Acceptable Use** - Access to the District's technology and electronic networks must be:
  - (a) for the purpose of education or research and consistent with the educational objectives of the District; or (b) for legitimate business use.
2. **Privileges** -The use of the District's technology and electronic networks is a privilege, not a right, and inappropriate use will result in cancellation of those privileges. The system administrator (and/or principal) will make all decisions regarding whether or not a user has violated these procedures and may deny, revoke, or suspend access at any time. That decision is final.
3. **Unacceptable Use** – The user is responsible for his or her actions and activities involving the network. Some examples of unacceptable uses are:
  - a. Using the network for any illegal activity, including violation of copyright or other contracts, or transmitting any material in violation of any federal or state law;
  - b. unauthorized downloading of software, regardless of whether it is copyrighted or de-virused;
  - c. Downloading copyrighted material for other than personal use;
  - d. Using the network for private financial or commercial gain;
  - e. Wastefully using resources, such as file space;
  - f. Hacking or gaining unauthorized access to files, resources, or entities;
  - g. Invading the privacy of individuals, which includes the unauthorized disclosure, dissemination, and use of information of a personal nature about anyone;
  - h. Using another user's account or password;
  - i. Posting material authored or created by another, without his/her consent;
  - j. Posting anonymous messages;
  - k. Using the network for commercial or private advertising;
  - l. Accessing, submitting, posting, publishing, or displaying any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, harassing, or illegal material; and
  - m. Using the network while access privileges are suspended or revoked.
4. **Network Etiquette** -The user is expected to abide by the generally accepted rules of Network etiquette. These include but are not limited to the following:
  - a. Be polite. Do not become abusive in messages to others.
  - b. Use appropriate language. Do not swear or use vulgarities or any other inappropriate language.
  - c. Do not reveal personal information, including the addresses or telephone numbers, of students or colleagues.
  - d. Recognize that electronic mail (e-mail) is not private. People who operate the system have access to all mail. Messages relating to or in support of illegal activities may be reported to the authorities.
  - e. Do not use the network in any way that would disrupt its use by other users.
  - f. Consider all communications and information accessible via the network to be private property.
5. **No Warranties** -The District makes no warranties of any kind, whether expressed or implied, for the service it is providing. The District will not be responsible for any damages the user suffers. This includes loss of data resulting from delays, non-deliveries, missed deliveries, or service interruptions caused by its negligence or the user's errors or omissions. Use of any information obtained via the Internet is at the user's own risk. The District specifically denies any responsibility for the accuracy or quality of information obtained through its services.

6. Indemnification - The user agrees to indemnify the District for any losses, costs, or damages, including reasonable attorney fees, incurred by the District, relating to or arising out of any violation of these procedures.

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7. Security- Network security is a high priority. If the user can identify a security problem on the Internet, the user must notify the system administrator or building principal. Do not demonstrate the problem to other users. Keep your account and password confidential. Do not use another individual's account without written permission from that individual. Attempts to log on to the Internet as a system administrator will result in cancellation of user privileges. Any user identified as a security risk may be denied access to the network.
8. Vandalism and Damage - Vandalism will result in cancellation of privileges, and other disciplinary action. Vandalism is defined as any malicious attempt to harm or destroy data of another user, the Internet, or any other network. This includes but is not limited to uploading or creation of computer viruses. The user is responsible for any unintentional damage to the District-owned equipment or technology that cause by the use or user's negligence. Such damage includes but is not limited to that caused by drops, spills, virus, exposure to heat and cold, or submersion.
9. Charges - The District assumes no responsibility for any unauthorized charges or fees, including telephone charges, long-distance charges, per-minute surcharges, and/ or equipment or line costs.

#### **Internet Safety**

1. Internet access is limited to only those "acceptable uses," as detailed in these procedures. Internet safety is almost assured if users will not engage in "unacceptable uses," as detailed in these procedures, and will otherwise follow these procedures.
2. Staff members shall supervise students while students are using District Internet access, to ensure that the students abide by the Terms and Conditions for Internet access, as contained in these procedures.
3. Each District computer with Internet access has a filtering device that blocks entry to visual depictions that are: (1) obscene; (2) pornographic; or (3) harmful or inappropriate for students, as defined by the Children's Internet Protection Act and determined by the Superintendent or designee.
4. The district shall provide age-appropriate instruction to students regarding appropriate online behavior. Such instruction shall include, but not be limited to: positive interactions with others online, including on social networking sites and in chat rooms; proper online social

*Fort Benton Schools*  
*Faculty & Staff*  
*Internet Access & Equipment Use Conduct Agreement*  
*2022-23*

- Board policy 5450

I understand and will abide by the technology, equipment and network access policies. I understand that the District and/or its agents may access and monitor my use of the Internet, including my e-mail and downloaded material, without prior notice to me. I further understand that should I commit any violation, my access privileges may be revoked, and school disciplinary action and/or appropriate legal action may be taken. In consideration for using the District's issuance of technology, electronic network connection and having access to public networks, I hereby acknowledge the risk for any claims and damages arising from my use of, or inability to use the equipment, network, and Internet. I understand any negligence arising out of my use of equipment or networks shall be attributed to me as comparative negligence within the meaning of Section 27-1-702, MCA.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

This agreement is valid for the 2022-2023 school year only.