

PLENTYWOOD SCHOOL DISTRICT

5000 SERIES PERSONNEL

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PERSONNEL

Accommodating Individuals With Disabilities and Section 504 of the Rehabilitation Act of 1973

It is the intent of the District to ensure that qualified employees with disabilities under Section 504 of the Rehabilitation Act of 1973 are identified, evaluated, and provided with appropriate accommodations or other positive actions in assistance.

The District will not discriminate against a qualified individual on the basis of disability in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, or other terms, conditions, and privileges of employment.

The Superintendent is designated the Section 504 and Americans with Disabilities Act Title II Coordinator and, in that capacity, is directed to:

1. Oversee District compliance efforts, recommend to the Board necessary modifications, and maintain the District's final Title II self-evaluation document and keep it available for public inspection.
2. Make information regarding Title II protection available to any interested party.
3. Coordinating and monitoring the district's compliance with Section 504 and Title II of the ADA, as well as state civil rights requirements regarding discrimination and harassment based on disability.
4. Overseeing prevention efforts to avoid Section 504 and ADA violations by necessary actions, including by not limited to, scheduling Section 504 meetings, implementing and monitoring Section 504 plans of accommodation and providing information to employees and supervisors.
5. Implementing the district's discrimination complaint procedures with respect to allegations of Section 504/ADA violations, discrimination based on disability, and disability harassment; and
6. Investigating complaints alleging violations of Section 504/ADA, discrimination based on disability, and disability harassment.

The District's procedure for resolution of complaints alleging violation of this policy is set forth in Policy 1700.

Legal Reference: American with Disabilities Act, 42 U.S.C. §§ 12111 et seq. and 12131 et seq.; 28 C.F.R. Part 35.

Policy History:

Adopted on: 02/10/98

Revised on: 07/08/19

Reviewed on: 08/18/08

PERSONNEL

Equal Employment Opportunity, Non-Discrimination, and Sex Equity

The District will provide equal employment opportunities to all persons, regardless of their race, color, religion, creed, national origin, genetic information, sex, age, ancestry, marital status, military status, citizenship status, use of lawful products while not at work physical or mental disability. 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 undue hardship on the District.

Inquiries regarding sexual harassment, sex discrimination, or sexual intimidation should be directed to the District Title IX Coordinator, to the Assistant Secretary for Civil Rights of the Department of Education, or both. The Board designates the following individual to serve as the District's Title IX Coordinator:

Title: **Dr. Amanda Simonson, 5-12 Principal**
Office address: **100 East Laurel Avenue, Plentywood, MT 59254**
Email: **simonsonam@plentywood.k12.mt.us**
Phone number: **(406)765-1803**

Inquiries regarding discrimination on the basis of disability or requests for accommodation should be directed to the District Section 504 Coordinator. The Board designates the following individual to serve as the District's Section 504 Coordinator:

Title: **Dr. Amanda Simonson, 5-12 Principal**
Office address: **100 East Laurel Avenue, Plentywood, MT 59254**
Email: **simonsonam@plentywood.k12.mt.us**
Phone number: **(406)765-1803**

Any individual may file a complaint alleging violation of this policy, Policy 5012/512P – Sexual Harrassment, or Policy 5015-Bullying/Harassment/Intimidation/Hazing by following those policies or Policy 1700-Uniform Complaint Procedure.

The District, in compliance with federal regulations, will notify annually all students, parents, staff, and community members of this policy and the designated coordinator to receive inquiries. This annual notification will include the name and location of the coordinator and will be included in all handbooks.

The District will not tolerate hostile or abusive treatment, derogatory remarks, or acts of violence against students, staff, or volunteers with disabilities. The District will consider such behavior as constituting discrimination on the basis of disability, in violation of state and federal law.

All complaints about behavior that may violate this policy shall be promptly investigated.

Retaliation against an employee who has filed a discrimination complaint, testified, or participated in any manner in a discrimination investigation or proceeding is prohibited.

Legal Reference: Age Discrimination in Employment Act, 29 U.S.C. §§ 621, *et seq.*
Americans with Disabilities Act, Title I, 42 U.S.C. §§ 12111, *et seq.*
Equal Pay Act, 29 U.S.C. § 206(d)
Immigration Reform and Control Act, 8 U.S.C. §§ 1324(a), *et seq.*
Rehabilitation Act of 1973, 29 U.S.C. §§ 791, *et seq.*
Genetic Information Nondiscrimination Act of 2008 (GINA)
Title VII of the Civil Rights Act, 42 U.S.C. §§ 2000(e), *et seq.*; 29

C.F.R.,

Part 1601
Title IX of the Education Amendments, 20 U.S.C. §§ 1681, *et seq.*; 34
C.F.R., Part 106
Montana Constitution, Art. X, § 1 - Educational goals and duties
§ 49-2-101, *et seq.*, MCA Human Rights Act
§ 49-2-303, MCA Discrimination in Employment
§ 49-3-102, MCA What local governmental units affected
§49-3-201, MCA Employment of state and local
government personnel.

Policy History:

Adopted on: 02/10/98

Reviewed on: 08/18/08

Revised on: 07/08/19, 09/14/20

STUDENTS

Sexual Harassment of Employees

The District does not discriminate on the basis of sex in any education program or activity that it operates. The District is required by Title IX of the Education Amendments of 1972 and the regulations promulgated through the U.S. Department of Education not to discriminate in such a manner. Inquiries about the application of Title IX to the District may be referred to the District's Title IX Coordinator, to the Assistant Secretary for Civil Rights of the Department of Education, or both.

The Board designates the following individual to serve as the District's Title IX Coordinator:

Title: **Dr. Amanda Simonson, 5-12 Principal**
Office address: **100 East Laurel Avenue, Plentywood, MT 59254**
Email: **simonsonam@plentywood.k12.mt.us**
Phone number: **(406)765-1803**

Any person may report sex discrimination, including sexual harassment, at any time, including during non-business hours. Such a report may be made using the attached form, in person, by mail, by telephone or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.

For purposes of this policy and the grievance process, "sexual harassment" means conduct on the basis of sex that satisfies one or more of the following:

1. A District employee conditioning the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive and objectively offensive that it effectively denies a person equal access to the District's education program or activity; or
3. "Sexual assault" as defined in 20 USC 1092(f)(6)(A)(v), "dating violence" as defined in 34 USC 12291(a)(10), "domestic violence" as defined in 34 USC 12291(a)(8) or "stalking" as defined in 34 USC 12291(a)(30).

When the harassment or discrimination on the basis of sex does not meet the definition of sexual harassment, the Title IX Coordinator shall direct the individual to the applicable sex discrimination process for investigation.

An individual is not required to submit a report of sexual harassment involving the Title IX coordinator. In the event the Title IX Coordinator is responsible for or a witness to the alleged

harassment, the individual may report the allegations to the building principal or superintendent or other unbiased school official.

Retaliation Prohibited

The District prohibits intimidation, threats, coercion or discrimination against any individual for the purpose of interfering with any right or privilege secured by Title IX or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation proceeding or hearing, if applicable. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX or this part, constitutes retaliation.

Confidentiality

The District must keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any individual who has been alleged to be the victim or perpetrator of conduct that could constitute sexual harassment, and any witness, except as may be permitted by Family Educational Rights and Privacy Act (FERPA) or as required by law, or to carry out the purposes of the Title IX regulations, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

Notice Requirements

The District provides notice to applicants for admission and employment, students, parents or legal guardians of elementary and secondary school students, employees and the union(s) with the name or title, office address, email address and telephone number of the Title IX Coordinator and notice of the District grievance procedures and process, including how to report or file a complaint of sex discrimination, how to file a formal complaint of sexual harassment and how the District will respond. The District also posts the Title IX Coordinator's contact information and Title IX policies and procedures in a prominent location on the District website and in all handbooks made available by the District.

Training Requirements

The District ensures that Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, receives training on the definition of sexual harassment, the scope of the District's education program or activity, how to conduct an investigation and grievance process including hearings, appeals and informal resolution processes, when applicable, and how to serve impartially including by avoiding prejudgment of

the facts at issue, conflicts of interest and bias. The District also ensures that decision-makers and investigators receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant as set forth in the formal procedures that follow, and training on any technology to be used at a live hearing, if applicable. Investigators also receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence. All materials used to train individuals who receive training under this section must not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints of sexual harassment and are made publicly available on the District's website.

Conflict of Interest and Bias

The District ensures that Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process do not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

Determination of Responsibility

The individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment is presumed not responsible for alleged conduct. A determination regarding responsibility will be made by the decision-maker at the conclusion of the investigation in accordance with the process outlined in Policy 3225P. No disciplinary sanctions will be imposed unless and until a final determination of responsibility is reached.

Cross Reference: Policy 5010 - Equal Employment and Non-Discrimination
Policy 5012P – Sexual Harassment Procedures

Legal References: Art. X, Sec. 1, Montana Constitution – Educational goals and duties
§§ 49-3-101, et seq., MCA Montana Human Rights Act
Civil Rights Act, Title VI; 42 USC 2000d et seq.
Civil Rights Act, Title VII; 42 USC 2000e et seq.
Education Amendments of 1972, Title IX; 20 USC 1681 et seq.
34 CFR Part 106 Nondiscrimination on the basis of sex in
education programs or activities
receiving Federal financial assistance
10.55.701(1)(f), ARM Board of Trustees
10.55.719, ARM Student Protection Procedures
10.55.801(1)(a), ARM School Climate

Policy History:

Adopted on: 02/10/98
Reviewed on: 08/18/08
Revised on: 10/14/19, 09/14/20

Sexual Harassment Reporting/Intake Form for Employees

This form is not required. Complaints may be submitted in any manner noted in Policy 5012. The form may be used by the Title IX Coordinator to document allegations.

School _____ Date _____

Employee's name _____

• Who was responsible for the harassment or incident(s)? _____

• Describe the incident(s). _____

• Date(s), time(s), and place(s) the incident(s) occurred. _____

• Were other individuals involved in the incident(s)? yes no

If so, name the individual(s) and explain their roles. _____

• Did anyone witness the incident(s)? yes no

If so, name the witnesses. _____

• Did you take any action in response to the incident? yes no

If yes, what action did you take? _____

• Were there any prior incidents? yes no

If so, describe any prior incidents. _____

Signature of complainant _____

Retaliation is prohibited by federal law and district policy. The identity of the individual signing this form will remain confidential in accordance with law and policy.

Sexual Harassment Grievance Procedure - Employees

The Board requires the following grievance process to be followed for the prompt and equitable resolution of employee complaints alleging any action that would be prohibited as sexual harassment by Title IX. The Board directs the process to be published in accordance with all statutory and regulatory requirements.

Definitions

The following definitions apply for Title IX policies and procedures:

“Actual knowledge:” notice of sexual harassment or allegations of sexual harassment to the District’s Title IX Coordinator or any official of the District who has authority to institute corrective measures on behalf of the District, or to any employee of an elementary or secondary school.

“Education program or activity:” includes locations, events or circumstances over which the District exercised substantial control over both the individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment, and the context in which the sexual harassment occurs.

“Complainant:” an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

“Respondent:” an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

“Formal complaint:” a document filed by a Complainant or signed by the Title IX Coordinator alleging sexual harassment against a Respondent and requesting that the District investigate the allegation of sexual harassment.

“Supportive measures:” non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available and without fee or charge to the Complainant or Respondent before or after the filing of a formal complaint or where no formal complaint has been filed.

District Requirements

When the District has actual knowledge of sexual harassment in an education program or activity of the District, the District will respond promptly in a manner that is not deliberately indifferent. When the harassment or discrimination on the basis of sex does not meet the definition of sexual harassment, the Title IX Coordinator will direct the individual to the applicable sex discrimination process for investigation.

The District treats individuals who are alleged to be the victim (Complainant) and perpetrator (Respondent) of conduct that could constitute sexual harassment equitably by offering supportive measures. Supportive measures are designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual restrictions on contact between the parties, leaves of absence, increased security and monitoring of certain areas of the District's property, campus escort services, changes in work locations and other similar measures.

The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures. Upon the receipt of a complaint, the Title IX Coordinator must promptly contact the Complainant to discuss the availability of supportive measures, consider the Complainant's wishes with respect to supportive measures, inform the Complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the Complainant the process for filing a formal complaint. If the District does not provide the Complainant with supportive measures, then the District must document the reasons why such a response was not clearly unreasonable in light of the known circumstances.

Timelines

The District has established reasonably prompt time frames for the conclusion of the grievance process, including time frames for filing and resolving appeals and informal resolution processes. The grievance process may be temporarily delayed or extended for good cause. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities. In the event the grievance process is temporarily delayed for good cause, the District will provide written notice to the Complainant and the Respondent of the delay or extension and the reasons for the action.

Response to a Formal Complaint

At the time of filing a formal complaint, a Complainant must be participating in or attempting to participate in the education program or activity of the District with which the formal complaint is filed. A formal complaint may be filed with the Title IX Coordinator in person, by mail, by electronic mail, or other means designated by the District.

The District must follow the formal complaint process before the imposition of any disciplinary sanctions or other actions that are not supportive measures. However, nothing in this policy precludes the District from placing a non-student employee Respondent on administrative leave during the pendency of the grievance process. The District may also remove a student Respondent alleged to have harassed an employee Complainant from the education setting. The

student may receive instruction in an offsite capacity during the period of removal. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

Upon receipt of a formal complaint, the District must provide written notice to the known parties including:

1. Notice of the allegations of sexual harassment, including information about the identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, the date and location of the alleged incident, and any sufficient details known at the time. Such notice must be provided with sufficient time to prepare a response before any initial interview;
2. An explanation of the District's investigation procedures, including any informal resolution process;
3. A statement that the Respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made by the decision-maker at the conclusion of the investigation;
4. Notice to the parties that they may have an advisor of their choice who may be, but is not required to be, an attorney, and may inspect and review any evidence; and
5. Notice to the parties of any provision in the District's code of conduct or policy that prohibits knowingly making false statements or knowingly submitting false information.

If, in the course of an investigation, the District decides to investigate allegations about the Complainant or Respondent that are not included in the notice initially provided, notice of the additional allegations must be provided to known parties.

The District may consolidate formal complaints as to allegations of sexual harassment against more than one Respondent, or by more than one Complainant against one or more Respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

Investigation of a Formal Complaint

When investigating a formal complaint and throughout the grievance process, the District must:

1. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on the District and not the parties';

2. Provide an equal opportunity for the parties to present witnesses and evidence;
3. Not restrict either party's ability to discuss the allegations under investigation or to gather and present relevant evidence;
4. Allow the parties to be accompanied with an advisor of the party's choice who may be, but is not required to be, an attorney. The District may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;
5. Provide written notice of the date, time, location, participants, and purpose of any interview or meeting at which a party is expected to participate, with sufficient time for the party to prepare to participate;
6. Provide the parties equal access to review all the evidence collected which is directly related to the allegations raised in a formal complaint and comply with the review periods outlined in this process;
7. Objectively evaluate all relevant evidence without relying on sex stereotypes;
8. Ensure that Title IX Coordinators, investigators, decision-makers and individuals who facilitate an informal resolution process, do not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent;
9. Not make credibility determinations based on the individual's status as Complainant, Respondent or witness;
10. Not use questions or evidence that constitute or seek disclosure of privileged information unless waived.

Dismissal of Formal Complaints

If the conduct alleged in the formal complaint would not constitute sexual harassment even if proved, did not occur in the District's education program or activity, or did not occur against a person in the United States, then the District must dismiss the formal complaint with regard to that conduct for purposes of sexual harassment under this policy.

The Title IX Coordinator also may dismiss the formal complaint or any allegations therein at any time during the investigation or hearing, if applicable, when any of the following apply:

1. a Complainant provides written notification to the Title IX Coordinator that the Complainant would like to withdraw the formal complaint or any allegations therein;

2. the Respondent is no longer enrolled or employed by the District; or
3. specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon dismissal, the Title IX Coordinator promptly sends written notice of the dismissal and the reasons for dismissal simultaneously to both parties.

Evidence Review

The District provides both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation. The evidence provided by the District must include evidence that is directly related to the allegations in the formal complaint, evidence upon which the District does not intend to rely in reaching a determination regarding responsibility, and any inculpatory or exculpatory evidence whether obtained from a party or other source. Prior to completion of the investigative report, the Title IX Coordinator must send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy. The parties have 10 calendar days to submit a written response to the Title IX Coordinator, which the investigator will consider prior to completion of the investigative report.

Investigative Report

The investigator must prepare an investigative report that fairly summarizes relevant evidence and send the report to the Title IX Coordinator. The Title IX Coordinator must send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response. The parties have 10 calendar days to submit a written response to the Title IX Coordinator.

Decision-Maker's Determination

The investigative report is submitted to the decision-maker. The decision-maker cannot be the same person(s) as the Title IX Coordinator or the investigator. The decision-maker cannot hold a hearing or make a determination regarding responsibility until 10 calendar days from the date the Complainant and Respondent receive the investigator's report.

Prior to reaching a determination regarding responsibility, the decision-maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant, or if the questions and evidence

concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent. Questions must be submitted to the Title IX Coordinator within three calendar days from the date the Complainant and Respondent receive the investigator's report.

The decision-maker must issue a written determination regarding responsibility based on a preponderance of the evidence standard. The decision-maker's written determination must:

1. Identify the allegations potentially constituting sexual harassment;
2. Describe the procedural steps taken, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather evidence, and hearings held;
3. Include the findings of fact supporting the determination;
4. Draw conclusions regarding the application of any District policies and/or code of conduct rules to the facts;
5. Address each allegation and a resolution of the complaint including a determination regarding responsibility, the rationale therefor, any recommended disciplinary sanction(s) imposed on the Respondent, and whether remedies designed to restore or preserve access to the educational program or activity will be provided by the District to the Complainant; and
6. The procedures and permissible bases for the Complainant and/or Respondent to appeal the determination.

A copy of the written determination must be provided to both parties simultaneously, and generally will be provided within 60 calendar days from the District's receipt of a formal complaint.

The determination regarding responsibility becomes final either on the date that the District provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

Where a determination of responsibility for sexual harassment has been made against the Respondent, the District will provide remedies to the Complainant that are designed to restore or preserve equal access to the District's education program or activity. Such remedies may include supportive measures; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the Respondent. The Title IX Coordinator is responsible for effective

implementation of any remedies. Following any determination of responsibility, the District may implement disciplinary sanctions in accordance with State or Federal law and or/the negotiated agreement. For employees, the sanctions may include any form of responsive discipline, up to and including termination.

Appeals

Either the Complainant or Respondent may appeal the decision-maker's determination regarding responsibility or a dismissal of a formal complaint, on the following bases:

1. Procedural irregularity that affected the outcome of the matter;
2. New evidence that was not reasonably available at the time that could affect the outcome and
3. The Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent that affected the outcome.

The request to appeal must be made in writing to the Title IX Coordinator within seven calendar days after the date of the written determination. The appeal decision-maker must not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent and cannot be the Title IX Coordinator, the investigator, or the decision-maker from the original determination.

The appeal decision-maker must notify the other party in writing when an appeal is filed and give both parties a reasonable equal opportunity to submit a written statement in support of, or challenging, the outcome. After reviewing the evidence, the appeal decision-maker must issue a written decision describing the result of the appeal and the rationale for the result. The decision must be provided to both parties simultaneously, and generally will be provided within 10 calendar days from the date the appeal is filed.

Informal Resolution Process

Except when concerning allegations that an employee sexually harassed a student, at any time during the formal complaint process and prior to reaching a determination regarding responsibility, the District may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and determination of responsibility, provided that the District:

1. Provides to the parties a written notice disclosing:

- A. The allegations;
 - B. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the Title IX formal complaint process with respect to the formal complaint; and
 - C. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.
2. Obtains the parties' voluntary, written consent to the informal resolution process.

The informal resolution process generally will be completed within 30 calendar days, unless the parties and the Title IX Coordinator mutually agree to temporarily delay or extend the process. The formal grievance process timelines are stayed during the parties' participation in the informal resolution process. If the parties do not reach resolution through the informal resolution process, the parties will resume the formal complaint grievance process, including timelines for resolution, at the point they left off.

Recordkeeping

The District must maintain for a period of seven years records of:

1. Each sexual harassment investigation, including any determination regarding responsibility, any disciplinary sanctions imposed on the Respondent, and any remedies provided to the Complainant designed to restore or preserve equal access to the District's education program or activity;
2. Any appeal and the result therefrom;
3. Any informal resolution and the result therefrom; and
4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The District must make these training materials publicly available on its website.

The District must create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the District must document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the District's education program or activity.

Cross Reference: Policy 5010 Equal Employment and Non-Discrimination
 Policy 5012 Sexual Harassment
 Policy 5255 Employee Discipline

Legal References: Art. X, Sec. 1, Montana Constitution – Educational goals and duties
 Section 49-3-101, et seq., MCA, Montana Human Rights Act
 Civil Rights Act, Title VI; 42 USC 2000d et seq.
 Civil Rights Act, Title VII; 42 USC 2000e et seq.
 Education Amendments of 1972, Title IX; 20 USC 1681 et seq.
 34 CFR Part 106 Nondiscrimination on the basis of sex in
 education programs or activities
 receiving Federal financial assistance
 10.55.701(1)(f), ARM Board of Trustees
 10.55.719, ARM Student Protection Procedures
 10.55.801(1)(a), ARM School Climate

Policy History:

Adopted on: 09/14/20

Reviewed on:

Revised on: 04/12/21

Plentywood School District

PERSONNEL

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Bullying/Harassment/Intimidation

The Board will strive to provide a positive and productive working environment. Bullying, harassment, or intimidation between employees or by third parties, are strictly prohibited and shall not be tolerated. This includes bullying, harassment, or intimidation via electronic communication devices.

Definitions

- “Third parties” include but are not limited to coaches, school volunteers, parents, school visitors, service contractors, or others engaged in District business, such as employees of businesses or organizations participating in cooperative work programs with the District, and others not directly subject to District control at inter-district and intra-District athletic competitions or other school events.
- “District” includes District facilities, District premises, and non-District property if the employee is at any District-sponsored, District-approved, or District-related activity or function, such as field trips or athletic events, where the employee is engaged in District business.
- “Harassment, intimidation, or bullying” means any act that substantially interferes with an employee’s opportunities or work performance, that takes place on or immediately adjacent to school grounds, at any school-sponsored activity, on school-provided transportation, or anywhere such conduct may reasonably be considered to be a threat or an attempted intimidation of a staff member or an interference with school purposes or an educational function, and that has the effect of:
 - a. Physically harming an employee or damaging an employee’s property;
 - b. Knowingly placing an employee in reasonable fear of physical harm to the employee or damage to the employee’s property; or
 - c. Creating a hostile working environment.

Reporting

All complaints about behavior that may violate this policy shall be promptly investigated. Any employee or third party who has knowledge of conduct in violation of this policy or feels he/she

has been a victim of harassment, intimidation, or bullying in violation of this policy is encouraged to immediately report his/her concerns to the building principal or the District Administrator, who have overall responsibility for such investigations. Complaints against the

building principal shall be filed with the Superintendent. Complaints against the Superintendent or District Administrator shall be filed with the Board, via written

communication to the Board Chair.

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The complainant may be provided a summary of the findings of the investigation and, as appropriate, that remedial action has been taken.

Responsibilities

The District Administrator shall be responsible for ensuring that notice of this policy is provided to staff and third parties.

When an employee has actual knowledge that behavior is in violation of this policy is sexual harassment, the employee must contact the Title IX Coordinator. The Title IX sexual harassment grievance process will be followed, if applicable, prior to imposing any discipline that cannot be imposed without resolution of the Title IX process.

Consequences

Staff whose behavior is found to be in violation of this policy will be subject to discipline up to and including termination of employment. Third parties whose behavior is found to be in violation of this policy shall be subject to appropriate sanctions as determined and imposed by the District Administrator or the Board. Individuals may also be referred to law enforcement officials.

Retaliation and Reprisal

Retaliation is prohibited against any person who reports or is thought to have reported a violation, files a complaint, or otherwise participates in an investigation or inquiry. Such retaliation shall be considered a serious violation of Board policy, whether or not a complaint is substantiated. False charges shall also be regarded as a serious offense and will result in disciplinary action or other appropriate sanctions.

Legal Reference: 10.55.701(3)(g), ARM Board of Trustees
 10.55.801(1)(d), ARM School Climate

Policy History:

Adopted on: 08/22/08

Reviewed on:

Revised on: 03/10/09, 09/14/20

Plentywood School District

PERSONNEL

5120

Hiring Process and Criteria

The Superintendent is responsible for recruiting personnel, in compliance with Board policy, and for making hiring recommendations to the Board. The principal will initially screen applicants for educational support positions. The District will hire personnel appropriately licensed and endorsed in accordance with state statutes and Board of Public Education rules, consistent with budget and staffing requirements, and will comply with Board policy and state law on equal employment opportunities and veterans' preference. All applicants must complete a District application form to be considered for employment.

Every applicant must provide the District with written authorization for a criminal background investigation. The Superintendent will keep any conviction record confidential as required by law and District policy. The district will create a determination sheet from the criminal history record. The determination sheet will be kept on file at the District Office. The Criminal History Record with no disqualifiers will be shredded on site immediately after review. The Criminal History Record with disqualifiers will be retained on file at the District Office according to law. Every newly hired employee must complete an Immigration and Naturalization Service form, as required by federal law.

Certification

The District shall require that its contracted certified staff hold a valid Montana Teacher or Specialist Certificate endorsed for the role and responsibilities for which they are employed. Failure to meet this requirement shall be just cause for termination of employment. No salary warrants may be issued to the staff member unless a valid certificate for the role to which the teacher has been assigned has been registered with the County Superintendent within sixty (60) calendar days after the term of service begins. Each contracted teacher and administrator shall bring their current, valid certificate at the time of each renewal of certification as well as at the time of initial employment to the personnel office.

The personnel office shall register all certificates, noting the class and endorsement and updating the permanent record card as necessary. In addition, the personnel office will retain a copy of each contracted certified employee's valid certificate in the employee's personnel file.

Cross Reference: 5122 Fingerprinting and Criminal Background Investigations

Legal Reference: § 20-4-202, MCA Teacher and specialist certification registration
§ 39-29-102, MCA Point preference or alternative preference in initial hiring for certain applicants – substantially equivalent selection procedure

Policy History:

Adopted on: 02/10/98

Revised on: 09/14/99, 08/22/08, 04/08/19

Privacy Act Statement - Policy 5120F

This privacy act statement is located on the back of the [FD-258 fingerprint card](#).

Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

As of 05/10/21

Plentywood School District No. 20

100 East Laurel Avenue
Plentywood, Montana 59254

Rob Pedersen, Superintendent/Local Agency Security Officer

Determination of Eligibility for Hire/Licensure – Policy 5120F

Name of Applicant

In regards to the determination of eligibility for hire/licensure; based on the minimum criteria as specified in Policy 5122, the individual listed below:

- Meets eligibility criteria**
- Does NOT meet eligibility criteria**

Please contact **Rob Pedersen, Superintendent** with any questions regarding this determination or to be provided with a copy of the Plentywood School District Applicant Screening Policy.

Determination Completed By:

Rob Pedersen, Superintendent/Local Agency Security Officer

Date

CHRI Procedures for Plentywood School District

Entity ORI: MT025025Y

Entity OCA: MTSC0088

Policy 5120P

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Who Needs to Be Fingerprinted

Plentywood School District has the authority to conduct federal background checks for applicants having unsupervised access to the vulnerable population. All individuals 18 years or older to be hired as paid employees or a volunteer by Plentywood School District must be fingerprinted under the National Child Protection Act and Volunteers for Children's Act or NCPA/VCA.

Prior to the submission of fingerprints to DOJ/CRISS, all applicants are given the Applicant Rights and Consent to Fingerprint form to review and sign. Plentywood School District procedures for challenging criminal history record information are also covered at this time with the applicant. Signed forms are kept in the applicants personnel file for 5 years or the length of employment, whichever is longer. Applicants are also provided with a copy of the Privacy Act Statement.

Fingerprinting

Fingerprints are obtained via Sheridan County Sherriff's Office.

LASO

Rob Pedersen has been appointed as the Local Agency Security Officer and acts as the primary point of contact between Plentywood School District and CRISS. Rob Pedersen is responsible for ensuring CJIS Policy compliance by all authorized recipients within Plentywood School District. LASO is also responsible of any Privacy and Security Agreements with those who do not use CHRI on a regular basis. Any change in appointment of the LASO or other authorized personnel will be reported to CRISS immediately.

Access of CHRI

All background results are received by Rob Pedersen, Superintendent, through the State File Transfer Service. Results are reviewed and a determination of eligibility form is completed. No background checks are ever printed or stored onsite.

Dissemination Procedure

Plentywood School District does not disseminate criminal history record information with any other agency.

Storage Procedures

No background checks are printed. Only reviewed electronically and then a completed determination of eligibility form is stored in employee file.

Applicant procedures for challenging or correcting their record

The applicant is then given 14 days to contact the state or agency in which the record was created to make corrections. After the allotted time, the applicant must then provide Plentywood School District with a copy of the corrected background report provided by and notarized by the State Identification Bureau. The fee associated for a copy of the state record provided by the State Identification Bureau will be the responsibility of the applicant.

Policy and procedures for misuse of CHRI

Plentywood School District does not allow dissemination of CHRI to persons or agencies that are not directly involved in the hiring and determination process. If CHRI is disseminated outside of the authorized receiving department, Superintendent, Rob Pedersen, will report this to CRISS immediately and provide CRISS with an incident response form. The incident response form will include the nature of the incident, any internal reprimands that may have resulted from the incident, as well as our agencies plan to ensure that this incident does not get repeated.

Destruction Procedure

Applicant Rights and Consent to Fingerprint form is maintained for at least five years or the length of employment, whichever is longer.

At the end of the retention period, all CHRI and related information is shredded in house by Business Manager/District Clerk, Amy Buchnowski.

Policy History:

Adopted on: 10/14/19

Reviewed on:

Revised on: 02/19/21, 05/10/21

Plentywood School District

PERSONNEL

5121

Applicability of Personnel Policies

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

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

Legal References: § 39-31-192, MCA Chapter not a limit on Legislative Authority

Policy History:

Adopted on: 02/10/98

Revised on:

Reviewed on: 08/18/08

Plentywood School District

PERSONNEL

5122

Fingerprints and Criminal Background Investigations

It is the policy of the Board than any finalist recommended for hire to a paid or volunteer position with the District involving regular unsupervised access to students in schools, as determined by the Superintendent, shall submit to a name-based and fingerprint criminal background investigation conducted by the appropriate law enforcement agency prior to consideration of the recommendation for employment or appointment by the Board. The results of the name-based check shall be presented to the Board concurrent with the recommendation for employment or appointment. Any subsequent offer of employment or appointment shall be contingent upon results of the fingerprint criminal background check, which must be acceptable to the Board in its sole discretion.

The following applicants for employment, as a condition for employment, shall be required as a condition of any offer of employment to authorize, in writing, a name-based and fingerprint criminal background investigation to determine if he or she has been convicted of certain criminal or drug offenses:

- * a certified teacher seeking full- or part-time employment within the District;
- * an educational support personnel employee seeking full- or part-time employment within the District;
- * an employee of a person or firm holding a contract with the District if the employee is assigned to the District;
- * a volunteer assigned within the District who has REGULAR unsupervised access to students.
- * Substitute teachers.

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

Legal Reference:	§ 44-5-301, MCA	Dissemination of public criminal justice information
	§ 44-5-302, MCA	Dissemination of criminal history record information that is not public criminal justice information
	§ 44-5-303, MCA	Dissemination of confidential criminal justice information

Public Law 105-251, Volunteers for Children Act

Policy History:

Adopted on: 02/10/98

Revised on: 05/14/01, 08/22/08

Applicant Rights and Consent to Fingerprint – Policy 5122F

As an applicant who is the subject of a national fingerprint-based criminal history record check for a noncriminal justice purpose (such as an application for employment or a license, an immigration or naturalization matter, security clearance, or adoption), you have certain rights which are discussed below.

- You must be provided written notification⁸ by **Plentywood School District #20** that your fingerprints will be used to check the criminal history records of the FBI.
- You must be provided, and acknowledge receipt of, an adequate Privacy Act Statement when you submit your fingerprints and associated personal information. This Privacy Act Statement should explain the authority for collecting your information and how your information will be used, retained, and shared.
- If you have a criminal history record, the officials making a determination of your suitability for employment, license, or other benefit must provide you the opportunity to complete or challenge the accuracy of the information in the record.
- The officials must advise you that the procedures for obtaining a change, correction, or updating of your criminal history record are set forth at Title 28, Code of Federal Regulations (CFR), Section 16.34.
- If you have a criminal history record, you should be afforded a reasonable amount of time to correct or complete the record (or decline to do so) before the officials deny you the employment, license, or other benefit based on information in the criminal history record.⁹

You have the right to expect that officials receiving the results of the criminal history record check will use it only for authorized purposes and will not retain or disseminate it in violation of federal statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council.¹⁰

If agency policy permits, the officials may provide you with a copy of your FBI criminal history record for review and possible challenge. If agency policy does not permit it to provide you a copy of the record, you may obtain a copy of the record by submitting fingerprints and a fee to the FBI. Information regarding this process may be obtained at <http://www.fbi.gov/about-us/cjis/background-checks>.

If you decide to challenge the accuracy or completeness of your FBI criminal history record, you should send your challenge to the agency that contributed the questioned information to the FBI. Alternatively, you may send your challenge directly to the FBI at the same address as provided above. The FBI will then forward your challenge to the agency that contributed the questioned information and request the agency to verify or correct the challenged entry. Upon receipt of an official communication from that agency, the FBI will make any necessary changes/corrections to your record in accordance with the information supplied by that agency. The applicant is then given 14 days to contact the state or agency in which the record was created to make corrections. After the allotted time, the applicant must then provide Plentywood School District with a copy of the corrected background report provided by and notarized by the State Identification Bureau. The fee associated for a copy of the state record provided by the State Identification Bureau will be the responsibility of the applicant.

If a change, correction, or update needs to be made to a Montana criminal history record, or if you need additional information or assistance, please contact Montana Criminal Records and Identification Services at dojitsdpublicrecords@mt.gov or 406-444-3625.

Your signature below acknowledges this agency has informed you of your privacy rights for fingerprint-based background check requests used by the agency.

Signed: _____
Name _____ Date _____

¹ Written notification includes electronic notification, but excludes oral notification.

² See 28 CFR 50.12(b).

³ See 5 U.S.C. 552a(b); 28 U.S.C. 534(b); 42 U.S.C. 14616, Article IV(c); 28 CFR 20.21(c), 20.33(d) and 906.2(d).

NCPA/VCA Applicants

To _____:

You have applied for employment with, will be working in a volunteer position with, or will be providing vendor or contractor services to **Plentywood School District #20**

for the position of (please be specific) _____.

The National Child Protection Act of 1993 (NCPA), Public Law (Pub. L.) 103-209, as amended by the Volunteers for Children Act (VCA), Pub. L. 105-251 (Sections 221 and 222 of Crime Identification Technology Act of 1998), codified at 42 United States Code (U.S.C.) Sections 5119a and 5119c, authorizes a state and national criminal history background check to determine the fitness of an employee, or volunteer, or a person with unsupervised access to children, the elderly, or individuals with disabilities.

1. Provide your name, address, and date of birth, as appears on a document made or issued by or under the authority of the United States Government, a State, political subdivision of a State, a foreign government, a political subdivision of a foreign government, an international governmental or an international quasi-governmental organization which, when completed with information concerning a particular individual, is of a type intended or commonly accepted for the purpose of identification of individuals. 18 U.S.C. §1028(D)(2).
2. Provide a certification that you (a) have not been convicted of a crime, (b) are not under indictment for a crime, or (c) have been convicted of a crime. If you are under indictment or have been convicted of a crime, you must describe the crime and the particulars of the conviction, if any.
3. Prior to the completion of the background check, the entity may choose to deny you unsupervised access to a person to whom the entity provides care.

The entity shall access and review State and Federal criminal history records and shall make reasonable efforts to make a determination whether you have been convicted of, or are under pending indictment for, a crime that bears upon your fitness and shall convey that determination to the qualified entity. The entity shall make reasonable efforts to respond to the inquiry within 15 business days.

Your Name: _____ -

First
Last

Middle

Maiden

Date of Birth: _____

Address: _____

City

State

Zip

I have been convicted of, or am under pending indictment for, the following crimes [include the dates, location/jurisdiction, circumstances and outcome]:

I have not been convicted of, nor am I under pending indictment for, any crimes

I authorize Montana Department of Justice, Criminal Records and Identification Services Section to disseminate criminal history record information to **Plentywood School District #20**

Signature of Applicant

Date

Plentywood School District #20

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Whistle Blowing and Retaliation

When district employees know or have reasonable cause to believe that serious instances of wrongful conduct (e.g., mismanagement of district resources, violations of law and/or abuse of authority) have occurred, they should report such wrongful conduct to the Superintendent or Board Chairperson.

For purposes of this policy, the term “wrongful conduct” shall be defined to include:

- theft of district money, property, or resources;
- misuse of authority for personal gain or other non-district purpose;
- fraud;
- violations of applicable federal and state laws and regulations; and/or
- serious violations of district policy, regulation, and/or procedure.

The Board of Trustees will not tolerate any form of reprisal, retaliation or discrimination against:

- Any employee, or applicant for employment, because he/she opposed any practice that he/she reasonably believed to be made unlawful by federal or state laws prohibiting employment discrimination on the basis of sex, sexual orientation, race, color, national origin, age, religion, height, weight, marital status, handicap or disability.
- Any employee, or applicant for employment, because he/she filed a charge, testified, assisted or participated, in any manner, in an investigation, proceeding or hearing under federal or state laws prohibiting employment discrimination on the basis of sex, sexual orientation, race, color, national origin, age, religion, height, weight, marital status, handicap or disability or because he/she reported a suspected violation of such laws according to this policy; or,
- Any employee or applicant because he/she reported, or was about to report, a suspected violation of any federal, state or local law or regulation to a public body (unless the employee knew that the report was false) or because he/she was requested by a public body to participate in an investigation, hearing or inquiry held by that public body or a court.

An employee or applicant for employment who believes that he/she has suffered reprisal, retaliation or discrimination in violation of this policy shall report the incident(s) to the Superintendent or his/her designee. The Board of Trustees guarantees that no employee or applicant for employment who makes such a report will suffer any form of reprisal, retaliation or discrimination for making the report. Individuals are forbidden from preventing or interfering with whistle blowers who make good faith disclosures of misconduct.

The Board or its agents will not discharge, discipline or otherwise penalize any employee because the employee or someone acting on the employee’s behalf, reports, verbally or in

writing, a violation or suspected violation of any state or federal law or regulation or any town/city ordinance or regulation to a public body, or because an employee is requested by a public body to participate in an investigation, hearing or inquiry held by that public body, or a court action. Further, the Board or its agents will not discharge, discipline or otherwise penalize any employee because the employee, or a person acting on

his/her behalf, reports, verbally or in writing, to a public body, as defined in the statutes, concerning unethical practices, mismanagement or abuse of authority by the employer. This section does not apply when an employee knowingly makes a false report.

The District will exercise reasonable efforts to:

- investigate any complaints of retaliation or interference made by whistle blowers;
- take immediate steps to stop any alleged retaliation; and
- discipline any person associated with the District found to have retaliated against or interfered with a whistle blower.

The Board of Trustees considers violations of this policy to be a major offense that will result in disciplinary action, up to and including termination, against the offender, regardless of the offender's position within the District.

The Board shall make this policy available to its staff by posting it on its website with its other District policies.

Legal References: Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e-3(a)
Age Discrimination in Employment Act, 29 U.S.C. §623 (d)
Americans with Disabilities Act, 42 U.S.C. §12203(a) and (b)
Fair Labor Standards Act, 29 U.S.C. §215(a)(3)
Occupational Safety and Health Act, 29 U.S.C. §6660(c)
Family and Medical Leave Act, 29 U.S.C. §2615
National Labor Relations Act, 29 U.S.C. §158(a)

Policy History:

Adopted on: 03/09/15

Reviewed on:

Revised on:

Plentywood School District

PERSONNEL

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Staff Health

Medical Examinations

Through its overall safety program and various policies pertaining to school personnel, the Board shall promote the safety of employees during working hours and assist them in the maintenance of good health. It shall encourage all its employees to maintain optimum health through the practice of good health habits.

Under the circumstances defined below, the Board may require physical examinations of its employees. The district shall pay for all such physical examinations. Results of such physical examinations shall be maintained in separate medical files and not in the employee's personnel file and may be released only as permitted by law.

Physical Examinations

The District participates in a Pre-Placement Physical Program for all custodial and maintenance personnel and other positions deemed inclusive of this policy as determined by specific Board action. Subsequent to a conditional offer of employment in a position for which the District may require participation in a pre-placement physical but before commencement of work, the District may require an applicant to have a medical examination and to meet any other health requirements which may be imposed by the state. The District may condition an offer of employment on the results of such examination, if all employees who received a conditional offer of employment in the applicable job category are subject to such examination. The report shall certify the employee's ability to perform the job-related functions of the position for which the employee is being considered. Such examination shall be used only to determine whether the applicant is able to perform with reasonable accommodation job-related functions.

All bus drivers, including full-time, regular part-time or temporary part-time drivers are required by state law to have a satisfactory medical examination prior to employment.

Communicable Diseases

If a staff person has a communicable disease and has knowledge that a person with compromised or suppressed immunity attends the school, the staff person must notify the school nurse or other responsible person designated by the Board that he has a communicable disease which could be life threatening to an immune compromised person. The school nurse or other responsible person designated by the Board must determine, after consultation with and on the advice of public health, if the immune compromised person needs appropriate accommodation to protect their health and safety.

An employee with a communicable disease shall not report to work during the period of time in which s/he is contagious/infectious. An employee afflicted with a communicable disease capable of being readily transmitted in the school setting (e.g., airborne transmission of tuberculosis) shall be encouraged to report the existence of the illness in case there are precautions that must be taken to protect the health of others. The District reserves the right to require a statement from the employee's primary care provider prior to the employee's return to work.

Confidentiality

In all instances, District personnel shall respect the individual's right to privacy and treat any medical diagnosis as confidential information. Any information obtained regarding the medical condition or history of any employee shall be collected and maintained on separate forms and in separate medical files and be treated as confidential information. Only those individuals with a legitimate need to know (i.e., those persons with a direct responsibility for the care of or for determining work place accommodation for the staff person) will be provided with necessary medical information.

Supervisors and managers may be informed of the necessary restrictions on the work or duties of the employee and necessary accommodations. First aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment.

Legal Reference: 29 U.S.C. 794, Section 504 of the Rehabilitation Act
 29, CFR, Section 1630.14(c)(1)(2)(3)
 41 U.S.C. 12101 et seq., Americans with Disabilities Act
 Title 49, Chapter 4, MCA, Rights of the Handicapped
 Title 49, Chapter 2, CMA, Illegal Discrimination
 § 20-10-103(4), MCA
 24.9.1401, et seq., ARM
 16.28.101, et seq., ARM

Policy History:

Adopted on: 02/10/98

Revised on: 08/22/08, 03/10/09

Plentywood School District

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Classified Employment and Assignment

Employees designated as “classified” employees include all non-teaching positions or duties in the District.

Each newly hired classified employee will either be hired: (1) as a probationary employee, or (2) immediately be placed on a written contract for a specific term with a beginning and ending date, within the meaning of Section 39-2-912(2), MCA. Employees initially hired on a written contract for a specific term will have no expectation of continued employment beyond the current contract term, and in the absence of Board action to offer a subsequent contract, the employment will automatically conclude at the conclusion of the contract term.

For those employees hired as probationary employees, such employees will be required to complete a probationary period of 6 months. The Board authorizes the Superintendent to extend the probationary period in a manner permitted by law. Any extension of the probationary period by the Superintendent, together with the original probationary period, may not exceed a total of 18 months. Leaves of absence by an employee for a period of more than 5 consecutive working days other than holidays or vacations during the probationary period will not be counted as part of the probationary period.

During the probationary period of employment, the employment may be terminated at the will of either the School District or the employee on notice to the other for any reason or no reason. Prior to the conclusion of the original or extended probationary period, the Superintendent will determine whether to retain the employee or make a recommendation to the Board for termination of probationary employment. If the employee is retained, the employee will be designated as one of the following types of employees depending on the factors noted.

Designation 1: If, before the probationary period concludes, the employee is placed on a written employment contract, the employment contract shall be a written contract of employment for a specific term with a beginning and ending date, within the meaning of Section 39-2-912(2), MCA. The employee will have no expectation of continued employment beyond the current contract term, and in the absence of Board action to offer a subsequent contract, the employment will automatically conclude at the conclusion of the contract term.

If the employee is issued subsequent contracts for a specific term following the initial contract, a probationary period will not apply. The employee will be subject to terms of the contract including the beginning and ending date, within the meaning of Section 39-2-912(2), MCA. The employee will have no expectation of continued employment beyond the current contract term, and in the absence of Board action to offer a subsequent contract, the employment will automatically conclude at the conclusion of the contract term.

Legal Reference: § 39-2-904, MCA Elements of wrongful discharge – presumptive
probationary period
§ 39-2-912, MCA Exemptions

Policy History:

Adopted on: 02/10/98

Reviewed on: 09/11/01, 10/13/03, 12/12/06

Revised on: 08/18/08, 04/10/12, 11/08/21

Plentywood School District

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Assignments, Reassignments, Transfers

The Superintendent may assign, reassign, and/or transfer positions and duties of all staff. Teachers will be assigned at the levels and in the subjects for which they are licensed and endorsed, or for which they are enrolled in an internship as defined in ARM 10.55.602 and meet the requirements of ARM 10.55.607. The Superintendent will provide for a system of assignment, reassignment, and transfer of classified staff, including voluntary transfers and promotions. Nothing in this policy prevents reassignment of a staff member during a school year.

Classified Staff

The District retains the right of assignment, reassignment, and transfer. Written notice of reassignment or involuntary transfer will be given to the employee. The staff member will be given opportunity to discuss the proposed transfer or reassignment with the Superintendent.

Teaching

Notice of their teaching assignments relative to grade level, building, and subject area will be given to teachers before the beginning of the school year. All District employees assigned extracurricular activities as a contract obligation must honor this obligation as a condition of employment unless released from this responsibility by the Board.

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

Legal Reference: *Bonner School District No. 14 v. Bonner Education Association, MEA-MFT, NEA, AFT, AFL-CIO*, (2008) 2008 MT 9
 § 20-4-402, MCA Duties of District Superintendent or County High School Principal
 ARM 10.55.602 Definition of Internship
 ARM 10.55.607 Internships

Policy History:

Adopted on: 02/10/98

Reviewed on:

Revised on: 08/22/08, 08/18/14

Plentywood School District

PERSONNEL

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Classified Personnel – Supervision of

The general and overall supervision of classified personnel shall be the duty of the Superintendent.

Under the direction of the Superintendent, the direct supervision of work and assignments is delegated to appropriate managers. “Manager” is defined as the administrative staff member to whom the classified employee has been assigned for work purposes, most typically a principal.

Policy History:

Adopted on: 02/10/98

Revised on:

Reviewed on: 08/18/08

PERSONNEL

Prohibition on Aiding Sexual Abuse

The district prohibits any employee, contractor or agent from assisting a school employee, contractor or agent in obtaining a new job if the individual or district knows or has probable cause to believe that such school employee, contractor or agent engaged in sexual misconduct regarding a minor or a student in violation of the law. This prohibition does not include the routine transmission of administrative and personnel files.

This prohibition does not apply under certain conditions specified by the Every Student Succeeds Act (ESSA) such as:

1. The matter has been reported to law enforcement authorities and it has been officially closed or the school officials have been notified by the prosecutor or police after an investigation that there is insufficient information to establish probable cause, or;
2. The individual has been acquitted or otherwise cleared of the alleged misconduct, or;
3. The case remains open without charges for more than 4 years after the information was reported to a law enforcement agency.

Legal Reference: ESSA section 8038, § 8546

Adopted on: 04/08/19

Reviewed on:

Revised on:

Plentywood School District

PERSONNEL

5221

Work Day

Length of Work Day – Certified

The current collective bargaining agreement sets forth all conditions pertaining to the certified work day, preparation periods, lunches, etc. Arrival time shall generally be as directed by the principal or as stipulated in the agreement.

Length of Work Day – Classified

The length of a classified work day is governed by the number of hours for which the employee is assigned. A “full-time” employee shall be considered to be an 8-hour per day/40-hour per week employee. The work day is exclusive of lunch but inclusive of breaks unless otherwise and specifically provided for by the individual contract. The schedule will be established by the supervisor. Normal office hours in the district will be 8:00 a.m. to 4:00 p.m.

Breaks

A daily morning and afternoon rest period of fifteen (15) minutes shall be available to all full-time, classified employees. Hourly personnel may take one fifteen (15) minute rest period for each four (4) hours that are worked in a day.

Breaks will normally be taken approximately in mid-morning and mid-afternoon and should be scheduled in accordance with the flow of work and with the approval of the employee’s supervisor.

Legal Reference:	29 USC 201 to 219	Fair Labor Standards Act of 1985
	29 CFR 516, et seq.	FLSA Regulations
	§ 39-4-107, MCA	State and Municipal Governments, School Districts (First Class)
	§ 39-3-405, MCA	Overtime Compensation
	10.55.209, ARM	Standard School Day
	10.65.103(2), ARM	Program of Approved Pupil Instruction-Related Day
	24.16.102, et seq., ARM	Wages and Hours

Policy History:

Adopted on: 02/10/98

Revised on: 08/22/08

Plentywood School District

PERSONNEL

5222

Evaluation of Certified Staff

Each non-administrative staff member's job performance will be evaluated by the staff member's direct supervisor. Non-tenured certified staff shall be evaluated, at a minimum, on at least an annual basis. Tenured certified staff members may be evaluated according to the terms stated in the current collective bargaining agreement if applicable. The evaluation model shall be aligned with applicable district goals, standards of the Board of Public Education, and the district's mentorship and induction program. It shall identify what skill sets are to be evaluated, include both summative and formative elements, and include an assessment of the educator's effectiveness in supporting every student in meeting rigorous learning goals through the performance of the educator's duties.

The supervisor will provide a copy of the completed evaluation to the staff member and will provide opportunity to discuss the evaluation. The original should be signed by the staff member and filed with the Superintendent. If the staff member refuses to sign the evaluation, the supervisor should note the refusal and submit the evaluation to the Superintendent.

Evaluation of Classified Staff

Each classified staff member's job performance will be evaluated by the staff member's direct supervisor along with a member of administration. The supervisor will provide a copy of the completed evaluation to the staff member and will provide opportunity to discuss the evaluation. The original should be signed by the staff member and placed in the personnel file. If the staff member refuses to sign the evaluation, the supervisor should note the refusal and submit the evaluation to the Superintendent.

Cross Reference: 5231-5231P

Personnel Records

Legal Reference: 10.55.701(4)(a)(b), ARM

Board of Trustees

Policy History:

Adopted on: 02/10/98

Reviewed on: 08/18/08

Revised on: 08/18/14, 03/21/22

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Personal Conduct

School District employees will abide by all district policies, state and federal laws in the course of their employment. Where applicable, employees will abide by and honor the professional educator code of conduct.

All employees are expected to maintain high standards of honesty, integrity, professionalism, decorum, and impartiality in the conduct of District business. All employees shall maintain appropriate employee-student relationship boundaries in all respects, including but not limited to personal, speech, print, and digital communications. Failure to honor the appropriate employee student relationship boundary will result in a report to the Department of Public Health and Human Services and the appropriate law enforcement agency.

In accordance with state law, an employee shall not dispense or utilize any information gained from employment with the District, accept gifts or benefits, or participate in business enterprises or employment that creates a conflict of interest with the faithful and impartial discharge of the employee's District duties. A District employee, before acting in a manner which might impinge on any fiduciary duty, may disclose the nature of the private interest which would create a conflict. Care should be taken to avoid using or avoid the appearance of using official positions and confidential information for personal advantage or gain. Curriculum or materials created within the course of the employee's duties for the District using District resources are considered to be the property of the District.

Further, employees are expected to hold confidential all information deemed not to be for public consumption as determined by state law and Board policy. Employees also will respect the confidentiality of people served in the course of an employee's duties and use information gained in a responsible manner. The Board may discipline, up to and including discharge, any employee who discloses confidential and/or private information learned during the course of the employee's duties or learned as a result of the employee's participation in a closed (executive) session of the Board. Discretion should be used even within the school system's own network of communication and confidential information should only be communicated on a need to know basis.

Administrators and supervisors may set forth specific rules and regulations governing staff conduct on the job within a particular building.

Firearms and Weapons

Employees of the District shall not injure or threaten to injure another person; damage another's property or that of the District; or possess any firearm or other non-firearm weapon on school property at any time.

For the purposes of this policy, the term "firearm" means (A) any weapon which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device pursuant to 18 U.S.C. 921 (4). Such term does not include an antique firearm pursuant to 18 U.S.C. 921 (16).

For purposes of this policy, “non-firearm weapon” means any object, device, or instrument designed as a weapon or through its use is capable of intimidating threatening or producing bodily harm or which may

be used to inflict injury, including but not limited to air guns; pellet guns; BB guns; fake or facsimile weapons; all knives; blades; clubs; metal knuckles; nunchucks; throwing stars; explosives; fireworks; mace or other propellants; stun guns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon.

District administrators are authorized to appropriate action, as circumstances warrant, to enforce this section of the policy including but not limited to requesting the assistance of law enforcement in accordance with Montana law.

For the purposes of this policy, “school property” means within school buildings, in vehicles used for school purposes, or on owned or leased school land or grounds. “Building” specifically means a combination of any materials, whether mobile, portable, or fixed, to form a structure and the related facilities for the use or occupancy by persons or property owned or leased by a local school district that are used for instruction or for student activities as specified in Section 50-60-101(2), MCA and Section 45-8-361, MCA. The term is construed as though followed by the words "or part or parts of a building" and is considered to include all stadiums, bleachers, and other similar outdoor facilities, whether temporary or permanently fixed.

This section does not apply to a law enforcement officer acting in the officer’s official capacity or an individual previously authorized by the Board of Trustees to possess a firearm or weapon in a school building.

The Board of Trustees shall annually review this policy and update this policy as determined necessary by the trustees based on changing circumstances pertaining to school safety.

Cross Reference: Professional Educators of Montana Code of Ethics
5121 Applicability of Personnel Policies
3311 Firearms and Weapons
5232 Abused and Neglected Children
4332 Conduct on School Property

Legal Reference:	§ 20-1-201, MCA	School officers not to act as agents
	Title 2, Chapter 2, Part 1	Standards of Conduct
	§ 39-2-102, MCA	What belongs to employer
	§ 45-8-361, MCA	Possession or allowing possession of a weapon in a school building
	§ 45-5-501, MCA	Definitions
	§ 45-5-502, MCA	Sexual Assault
	ARM 10.55.701(2)(d)	Board of Trustees

Policy History:

Adopted on: 02/10/98
Reviewed on: 08/18/08
Revised on: 10/14/19, 02/08/21, 07/12/21, 11/08/21

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Political Activity

The board recognizes its individual employees' right of citizenship, including, but not limited to, engaging in political activities. An employee of the District may seek an elective office, provided that the staff member does not campaign on school property during working hours and provided all other legal requirements are met. The District assumes no obligation beyond making such opportunities available. In the event the staff member is elected to office, the employee is entitled to take a leave of absence without pay, in accordance with the provisions of § 2-18-620, MCA.

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

No District employee may solicit support for or in opposition to any political committee, the nomination or election of any person to public office, or the passage of a ballot issue, while on the job or in or on District property.

Nothing in this policy is intended to restrict the right of District employees to express their personal political views.

Legal Reference:	5 USC 7321, et seq.	Hatch Act
	2-18-620, MCA	Mandatory leave of absence for employees holding public office
	13.35-226, MCA	Unlawful acts of employers and employees

Policy History:

Adopted on: 02/10/98

Revised on: 08/22/08

Plentywood School District

PERSONNEL

5226

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Drug-Free Workplace

All District workplaces are drug – and alcohol-free workplaces. All employees are prohibited from:

Unlawful manufacture, dispensing, distribution, possession, use, or being under the influence of a controlled substance while on District premises or while performing work for the District, or;

- Distribution, consumption, use, possession, or being under the influence of alcohol while on District premises or while performing work for the District.

For purposes of this policy, a controlled substance as:

- not legally obtainable;
- being used in a manner different than prescribed;
- legally obtainable, but has not been legally obtained;
- marijuana or marijuana paraphernalia that is possessed or consumed on the grounds of any property owned or leased by a school district, a public or private preschool, school, or postsecondary school or in a school bus;
- marijuana purchased, consumed, transported, possessed, or used of by a person under 21 years of age;
- marijuana smoked in a location where smoking tobacco is prohibited;
- marijuana consumed in a manner that endangers others; or
- Reference in federal or state controlled substance acts.

As a condition of employment, each employee shall:

- Abide by the terms of the District policy regarding drug- and alcohol-free workplaces; and
- Notify his or her supervisor of his or her conviction under any criminal drug statute for a violation occurring on the District premises or while performing work for the District, no later than five (5) days after such a conviction .

In order to make employees aware of dangers of drug and alcohol abuse, the District will endeavor to:

- Provide each employee with a copy of the District Drug- and Alcohol-Free Workplace policy;
- Post notice of the District Drug- and Alcohol-Free Workplace policy in a place where other information for employees is posted;
- Enlist the aid of community and state agencies with drug and alcohol informational and rehabilitation programs to provide information to District employees; and

- Inform employees of available drug and alcohol counseling, rehabilitation, re-entry, and any employee assistance programs.

District Action Upon Violation of Policy

An employee who violates this policy may be subject to disciplinary action, including termination. Alternatively, the Board may require an employee to successfully complete an appropriate drug- or alcohol-abuse, employee-assistance rehabilitation program.

The Board shall take disciplinary action with respect to an employee convicted of a drug offense in the workplace, within 30 days after receiving notice of the conviction.

Should District employees be engaged in the performance of work under a federal contract or grant, or under a state contract or grant of \$5,000 or more, the Superintendent shall notify the appropriate state or federal agency from which the District receives contract or grant moneys of the employee's conviction, with 10 days after receiving notice of the conviction.

Legal Reference: 41 U.S.C. §§ 702, 703, 706 Drug-free workplace requirements for
Federal grant recipients
Initiative 190 – “Montana Marijuana Regulation and Taxation Act.”
January 1, 2021

Policy History:

Adopted on: 02/10/98

Revised on: 02/08/21

Reviewed on: 08/18/08, 10/12/2010

Plentywood School District

PERSONNEL

5228

Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers

The District shall adhere to federal law and regulations requiring a drug and alcohol testing programs for school bus and commercial vehicle drivers.

This program shall comply with the requirements of the Code of Federal Regulations, Title 49, §§ 382, et seq. The Superintendent shall adopt and enact regulations consistent with the federal regulations, defining the circumstances and procedures for the testing.

Legal Reference: 49 U.S.C. § 2717, Alcohol and Controlled Substances Testing (Omnibus Transportation Employee Testing Act of 1991)
49 C.F.R. Parts 40 (Procedures for Transportation Workplace Drug and Alcohol Testing Programs), 382 (Controlled Substance and Alcohol Use And Testing), and 395 (Hours of Service of Drivers)

Policy History:

Adopted on: 02/10/98

Revised on:

Reviewed on: 08/18/08

**ACKNOWLEDGEMENT OF RECEIPT
POLICY 5228F**

I, _____, an employee serving as a commercially licensed driver for Plentywood School District complete this form to document that I have received School District Policies 5228 and 5228P and been given the opportunity to ask questions about the policies to fully understand how the policies govern my employment with the School District.

Employee Signature:

Signature: _____ Date: _____

Supervisor Receipt:

Signature: _____ Date: _____

**REQUEST FOR RECORDS
POLICY 5228F2**

I, _____, an employee serving as a commercially licensed driver for Plentywood School District complete this form to request any records pertaining to my use of drugs or alcohol, including any records pertaining to my drug or alcohol tests in accordance with School District Policies 5228 and 5228P. If I chose to have these records forwarded to a third party, I am noting the contact information in the space provided on this form.

Employee Signature:

Signature: _____ Date: _____

Supervisor Receipt:

Signature: _____ Date: _____

- I authorize the School District to send the requested records to the following individual or entity in accordance with the authorization outlined on this form.

Plentywood School District

PERSONNEL

5228P

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Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers

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

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

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

Pre-Employment Tests

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

The tests shall be required of an applicant only after he/she has been offered the position.

Exceptions may be made for drivers who have had the alcohol test required by law within the previous six (6) months and participated in the drug testing program required by law within the previous thirty (30) days, provided that the District has been able to make all verifications required by law.

Post-Accident Tests

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

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

Drivers shall make themselves readily available for testing, absent the need for immediate medical attention.

No such driver shall use alcohol for eight (8) hours after the accident, or until after he/she undergoes a post-accident alcohol test, whichever occurs first.

If an alcohol test is not administered within two (2) hours or if a drug test is not administered within thirty-two (32) hours, the District shall prepare and maintain records explaining why the test was not conducted. Tests will not be given if not administered within eight (8) hours after the accident for alcohol or within thirty-two (32) hours for drugs.

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

Random Tests

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

Reasonable Suspicion Tests

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

Alcohol tests are authorized for reasonable suspicion only if the required observations are made during, just before, or just after the period of the work day when the driver must comply with alcohol prohibitions. An alcohol test may not be conducted by the person who determines that reasonable suspicion exists to conduct such a test. If an alcohol test is not administered within two (2) hours of a determination of reasonable suspicion, the District shall prepare and maintain a record explaining why this was not done. Attempts to conduct alcohol tests shall terminate after eight (8) hours.

A supervisor or District official who makes observations leading to a controlled substance reasonable suspicion test shall make a written record of his/her observations within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

Enforcement

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

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

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

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

Return-to-Duty Tests

A drug or alcohol test shall be conducted when a driver who has violated the District's drug or alcohol prohibition returns to performing safety-sensitive duties.

Employees whose conduct involved drugs cannot return to duty in a safety-sensitive function until the return-to-duty drug test produces a verified negative result.

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

Follow-Up Tests

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

Records

Employee drug and alcohol test results and records shall be maintained under strict

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

Notifications

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

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

driver's or a

coworker's); and available methods of intervening when a drug or alcohol problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management; and

12. The requirement that the following personal information collected and maintained under this part shall be reported to the Commercial Driver's License Drug and Alcohol Clearinghouse:
 - A. A verified positive, adulterated, or substituted drug test result;
 - B. An alcohol confirmation test with a concentration of 0.04 or higher;
 - C. A refusal to submit to any test required by law;
 - D. An employer's report of actual knowledge, as defined in law;
 - E. On duty alcohol use;
 - F. Pre-duty alcohol use;
 - G. Alcohol use following an accident;
 - H. Controlled substance use;
 - I. A substance abuse professional report of the successful completion of the return-to-duty process;
 - J. A negative return-to-duty test; and
 - K. An employer's report of completion of follow-up testing.

Drivers shall also receive information about legal requirements, District policies, and disciplinary consequences related to the use of alcohol and drugs.

Each driver shall sign a statement certifying that he/she has received a copy of the above materials.

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

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

The District shall notify a driver of the results of a pre-employment drug test if the driver requests such results within sixty (60) calendar days of being notified of the disposition of his/ her employment application.

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

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

Clearinghouse

The School District will comply with the requirements of the Commercial Driver's License Drug and Alcohol Clearinghouse. The School District and Transportation service providers are called upon to report DOT drug and alcohol testing program violations to the Clearinghouse. Drivers have been notified that any information subject to disclosure will be submitted to the Clearinghouse in accordance with this policy and applicable regulations.

Legal Reference: 49 C.F.R. Part 40 Procedures for Transportation Workplace Drug
and Alcohol Testing
49. C.F.R. Part 382 Controlled Substances and Alcohol Use and
Testing

Policy History:

Adopted on: 02/10/98

Reviewed on: 06/11/02

Revised on: 08/18/08, 05/10/21

Plentywood School District

PERSONNEL

5230

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Prevention of Disease Transmission

All District personnel shall be advised of routine procedures to follow in handling body fluids. These procedures, developed in consultation with public health and medical personnel, shall provide simple and effective precautions against transmission of diseases to persons exposed to the blood or body fluids of another. The procedures shall follow standard health and safety practices. No distinction shall be made between body fluids from individuals with a known disease or infection and from individuals without symptoms or with an undiagnosed disease.

The District shall provide training on procedures on a regular basis. Appropriate supplies shall be available to all personnel, including those involved in transportation and custodial services.

The District shall provide soap and disposable towels or other hand-drying devices shall be available at all handwashing sinks. Common-use towels are prohibited. The District shall provide sanitary napkin disposal in teachers' toilet rooms and nurses' toilet rooms. The District shall provide either sanitary napkin dispensers in the girls', nurses', and teachers' toilet rooms or some other readily available on-site access to sanitary napkins.

If a staff member develops symptoms of any reportable communicable or infectious illness while at school, the responsible school officials shall do the following:

- (a) isolate the staff member immediately from students or staff
- (b) consult with a physician, other qualified medical professional, or the local county health authority to determine if the case should be reported.

Healthy Hand Hygiene Behavior

All staff and volunteers present in any school building shall engage in hand hygiene at the following times, which include but are not limited to:

- (a) Arrival to the facility and after breaks
- (b) Before and after preparing, eating, or handling food or drinks
- (c) Before and after administering medication or screening temperature
- (d) After coming in contact with bodily fluid
- (e) After recess
- (f) After handling garbage
- (g) After assisting students with handwashing
- (h) After use of the restroom

Hand hygiene includes but is not limited to washing hands with soap and water for at least 20 seconds. If hands are not visibly dirty, alcohol-based hand sanitizers with at least 60% alcohol can be used if soap and water are not readily available.

Staff members shall supervise children when they use hand sanitizer and soap to prevent ingestion. Staff members shall place grade level appropriate posters describing handwashing steps near sinks.

Confidentiality

This policy in no way limits or adjusts the School District's obligations to honor staff privacy rights. All applicable district policies and handbook provision governing confidentiality of staff medical information remain in full effect.

Legal Reference: 37.114.101, et seq., ARM Communicable Disease Control
 37.111.825, ARM Health Supervision and Maintenance

Policy History:

Adopted on: 02/10/98

Reviewed on:

Revised on: 08/22/08, 07/12/21

Plentywood School District

PERSONNEL

5231

Personnel Records

The District maintains a complete personnel record for every current and former employee. The employees' personnel records will be maintained in the District's administrative office, under the Superintendent's direct supervision. Employees will be given access to their personnel records, in accordance with guidelines developed by the Superintendent.

In addition to the Superintendent or other designees, the Board may grant a committee or a member of the Board access to cumulative personnel files. When specifically authorized by the Board, counsel retained by the Board or by the employee will also have access to a cumulative personnel file.

In accordance with federal law, the District shall release information regarding the professional qualifications and degrees of teachers and the qualifications of paraprofessionals to parents upon request, for any teacher or paraprofessional who is employed by a school receiving Title I funds, and who provides instruction to their child at that school. Access to other information contained in the personnel records of District employees is governed by Policy 4340.

Personnel records must be kept for 10 years after termination.

Cross Reference: 4340 Public Access to District Records

Legal Reference: Admin. R. Mont. 10.55.701(5) Board of Trustees
No Child Left Behind Act of 2001, (Public Law 107-334)
§ 20-1-212(2), MCA Destruction of records by school officer.

Policy History:

Adopted on: 02/10/98

Reviewed on:

Revised on: 08/22/08, 11/12/13

Plentywood School District

PERSONNEL

5231P
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Personnel Records

The District shall maintain a cumulative personnel file in the administrative office for each of its employees, as required by the Office of Public Instruction and current personnel policies. These records are not to leave the administrative office except as specifically authorized by the Superintendent, and then only by signed receipt. Payroll records are maintained separately.

Contents of Personnel Files

A personnel file may contain, but is not limited to, transcripts from college or universities, information allowed by statute, a record of previous employment (other than college placement papers for periods beyond active candidacy for a position), evaluations, copies of contracts and copies of letters of recommendation requested by an employee. All material in the personnel file must be related to the employee's work, position, salary, or employment status in the District. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants.

No material derogatory to an employee's conduct, service, character, or personality shall be placed in the file, unless such placement is authorized by the Superintendent, as indicated by his initials, and unless the employee has had adequate opportunity to read the material. For the latter purpose, the Superintendent shall take reasonable steps to obtain the employee's initials or signature verifying the employee has received a copy of the material. If the employee refuses to sign the document indicating they have had an opportunity to read it, the Superintendent will place an addendum to the document, noting that the employee was given a copy but refused to sign. The Superintendent will date and sign the addendum.

Disposition of Personnel Files

An employee, upon termination, may request transcripts of college and university work. Any confidential college or university placement papers shall be returned to the sender or destroyed at the time of employment. All other documents shall be retained and safeguarded by the District for such periods as prescribed by law.

Record Keeping Requirements Under the Fair Labor Standards Act

1. Records required for ALL employees:
 - A. Name in full (same name as used for Social Security);
 - B. Employee's home address, including zip code;
 - C. Date of birth if under the age of 19;
 - D. Sex (may be indicated with Male/Female, M/F, Mr./Mrs./Miss);
 - E. Time of day and day of week on which the employee's work week begins;

- F. Basis on which wages are paid (such as \$5/hour, \$200 week, etc.);
 - G. Any payment made which is not counted as part of the “regular rate;”
 - H. Total wages paid each pay period.
2. Additional records required for non-exempt employees:
- A. Regular hourly rate of pay during any week when overtime is worked;
 - B. Hours worked in any work day (consecutive 24 hour period);
 - C. Hours worked in any work week (or work period in case of 207[k]);
 - D. Total daily or weekly straight-time earnings (including payment for hours in excess of 40 per week, but excluding premium pay for overtime);
 - E. Total overtime premium pay for a work week;
 - F. Date of payment and the pay period covered;
 - G. Total deductions from or additions to wages each pay period;
 - H. Itemized of dates, amounts and reason for the deduction or addition, maintained on an individual basis for each employee;
 - I. Number or hours of compensatory time earned each pay period;
 - J. Number of hours of compensatory time used each pay period;
 - K. Number of hours of compensatory time compensated in cash, the total amount paid and the dates of such payments;
 - L. The collective bargaining agreements which discuss compensatory time, or written understandings with individual non-union employees.

All records obtained in the application and hiring process shall be maintained for at least two years.

Legal Reference:	29 USC 201, et seq. § 2-6-101, et seq., MCA 24.9.805, ARM	Fair Labor Standards Act Public Records Employment Records
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Policy History:

Promulgated on: 02/10/98

Revised on:

Reviewed on: 08/18/08

Plentywood School District

PERSONNEL

5232

Child Abuse, Neglect, and Sex Trafficking Reporting

A District employee who has reasonable cause to suspect, as a result of information they receive in their professional or official capacity, that a child is abused, neglected, or subjected to sex trafficking by anyone regardless of whether the person suspected of causing the abuse, neglect, or trafficking is a parent or other person responsible for the child's welfare, shall report the matter promptly to the Department of Public Health and Human Services and local law enforcement.

Child abuse or neglect means actual physical or psychological harm to a child, substantial risk of physical or psychological harm to a child, exposure to or involvement with sex trafficking, and abandonment. This definition includes sexual abuse and sexual contact by or with a student. The obligation to report suspected child abuse or neglect also applies to actual or attempted sexual or romantic contact between a student and a staff member.

The District administration is authorized to provide access to educational resources for interested parents, teachers, and students on how to prevent and report child abuse, neglect and sex trafficking; identify the warning signs of child abuse, neglect and sex trafficking; recognize predatory behaviors; and coordinate efforts with law enforcement, the Department of Public Health and Human Services, and local organizations on these topics.

A District employee who makes a report of child abuse, neglect, or sex trafficking is encouraged to notify the building administrator of the report. An employee does not discharge the obligation to personally report by notifying the Superintendent or principal.

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

When a District employee makes a report, the Department of Public Health and Human Services may share information with that individual or others as permitted by law. Individuals in the District who receive information related to a report of child abuse, neglect, or sex trafficking shall maintain the confidentiality of the information.

Cross Reference: 5223 Personal Conduct
 3225 Sexual Harassment of Students

Legal Reference: § 41-3-201, MCA Reports
 § 41-3-202, MCA Action on reporting
 § 41-3-203, MCA Immunity from liability

§ 41-3-205, MCA Confidentiality – disclosure exceptions
§ 41-3-207, MCA Penalty for failure to report
§ 45-5-501, MCA Definitions
§ 45-5-502, MCA Sexual Assault
§ 20-7-1316, MCA Child Sex Trafficking Prevention
§ 45-2-101(67), MCA Sexual Contact

Policy History:

Adopted on: 02/10/98

Reviewed on:

Revised on: 08/18/08, 11/12/13, 11/14/16, 12/9/19, 05/10/21

Plentywood School District

PERSONNEL

5232F

**Plentywood School District
Report of Suspected Child Abuse or Neglect
Hot Line Number – 866-820-5437**

Original to: Department of Family Services

Copy to: Building Principal

From: _____ Title: _____

School: _____ Phone: _____

Persons contacted: Principal Teacher School Nurse Other _____

Name of Minor: _____ Date of Birth: _____

Address: _____ Phone: _____

Date of Report: _____ Attendance Pattern: _____

Father: _____ Address: _____ Phone: _____

Mother: _____ Address: _____ Phone: _____

Guardian or
Step-Parent: _____ Address: _____ Phone: _____

Any suspicion of injury/neglect to other family members: _____

Nature and extent of the child's injuries, including any evidence of previous injuries, and any other information which may be helpful in showing abuse or neglect, including all acts which lead you to believe the child has been abused or neglected: _____

Previous action taken, if any: _____

Follow-up by Department of Family Services (DFS to complete and return copy to the Building Principal):

Date Received: _____ Date of Investigation: _____

Plentywood School District

PERSONNEL

5240

Resolution of Staff Complaints/Problem-Solving

As circumstances allow, the District will attempt to provide the best working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question is answered quickly and accurately by District supervisors or administration.

The District will endeavor to promote fair and honest treatment of all employees. Administrators and employees are all expected to treat each other with mutual respect. Each employee has the right to express his or her views concerning policies or practices to the administration in a businesslike manner, without fear of retaliation. Employees are encouraged to offer positive and constructive criticism.

Each employee is expected to follow established rules of conduct, policies, and practices. Should an employee disagree with a policy or practice, the employee can express his or her disagreement through the District's grievance procedure. No employee shall be penalized, formally or informally, for voicing a disagreement with the District in a reasonable, businesslike manner or for using the grievance procedure. **An employee filing a grievance under a collective bargaining agreement is required to follow the grievance procedure for that particular agreement.**

Cross Reference: 1700 Uniform Complaint Procedure

Policy History:

Adopted on: 02/10/98

Revised on: 08/22/08

Plentywood K-12 Schools

PERSONNEL

5250

Non-Renewal of Employment/Dismissal From Employment

The Board, after receiving the recommendations of the Superintendent, will determine the non-renewal or termination of certified and classified staff, in conformity with state statutes and applicable District policy.

Cross Reference: 5140 Classified Employment and Assignment

Legal Reference: § 20-4-204, MCA Termination of tenure teacher services
§ 20-4-206, MCA Notification of nontenure teacher reelection – acceptance – termination.
§ 20-4-207, MCA Dismissal of teacher under contract

Policy History:

Adopted on: 08/22/08

Reviewed on:

Revised on:

Plentywood School District

PERSONNEL

5251

Resignations

The Board authorizes the Superintendent to accept on its behalf resignations from any District employee. The Superintendent shall provide written acceptance of the resignation, including the date of acceptance, to the employee, setting forth the effective date of the resignation.

Once the Superintendent has accepted the resignation, it may not be withdrawn by the employee. The resignation and its acceptance should be reported as information to the Board at the next regular or special meeting.

Legal Reference: *Booth v. Argenbright*, 225 M 272, 731 P.2d 1318, 44 St. Rep. 227 (1987)

Policy History:

Adopted on: 02/10/98

Revised on: 08/22/08

Plentywood School District

PERSONNEL

5253

Retirement Programs for Employees

All employees of the District shall participate in the retirement programs under the Federal Social Security Act and either the Teachers' Retirement System or the Public Employees' Retirement System according to state retirement regulations.

Certified employees who intend to retire at the end of the current school year should notify the Superintendent in writing prior to April 1 of that year.

Those employees intending to retire who are not contractually obligated to complete the school year should notice the Superintendent as early as possible and no less than sixty (60) days prior to their retirement date.

The relevant and most current negotiated agreements for all categories of employees shall specify severance stipends and other retirement conditions and benefits.

The District will contribute to the PERS whenever a classified employee is employed for more than the equivalent of 120 full days (960 hours) in any one (1) fiscal year. Part-time employees who are employed for less than 960 hours in a fiscal year may elect PERS coverage, at their option and in accordance with § 19-3-412, MCA.

Legal Reference:	Title 19, Chapter 1, MCA	Social Security
	Title 19, Chapter 3, MCA	Public Employee's Retirement System
	Title 19, Chapter 20, MCA	Teachers' Retirement System

Policy History:

Adopted on: 02/10/98

Revised on:

Reviewed on: 08/18/08

Plentywood School District

PERSONNEL

5254

Payment of Employer Contributions and Interest on Previous Service

A Public Employees' Retirement System (PERS) member may purchase (1) all or a portion of the member's employment with an employer prior to the time the employer entered into a contract for PERS coverage and (2) all or a portion of the member's employment for which optional PERS membership was declined (both of which are known as previous service).

The member must file a written application with the PERS Board to purchase all or a portion of the employment for service credit and membership service. The application must include salary information certified by the member's employer or former employer.

The District has the option to pay, or not to pay, the employer's contributions due on previous service and the option to pay, or not to pay, the outstanding interest due on the employer's contributions for the previous service.

It is the policy of this District to **not pay** the employer's contributions due on previous service.

It is also the policy of this District to **not pay** the outstanding interest due on the employer's contributions for the previous service.

This policy will be applied indiscriminately to all employees and former employees of this District.

Legal Reference: §19-3-505, MCA Purchase of previous employment with employer

Policy History:

Adopted on: 12/08/09

Reviewed on:

Revised on:

Employer Payment Policy

5254F

I. Section 19-3-505, MCA

Payment of Employer Contributions and Interest on Previous Service

A Public Employees' Retirement System (PERS) member may purchase (1) all or a portion of the member's employment with an employer prior to the time the employer entered into a contract for PERS coverage and (2) all or a portion of the member's employment for which optional PERS membership was declined (both of which are known as previous service). PERS employers must establish policies regarding payment of employer contributions and employer interest due for the previous service being purchased by an employee. The policy must be applied indiscriminately to all employees and former employees. Thus, it is our policy to:

not pay the employer's contributions due on previous service.

and to:

not pay the outstanding interest due on the employer's contributions for the previous service.

II. Section 19-3-504, MCA

Payment of Interest on Employer Contributions for Workers' Compensation Time

A PERS member may purchase time during which the member is absent from service because of an employment-related injury entitling the member to workers' compensation payments. PERS employers are required to pay employer contributions and must establish a policy for the payment of interest on employer contributions due for the workers' compensation time being purchased by an employee. The policy regarding payment of interest must be applied to all employees similarly situated. Thus, it is our policy to:

not pay the outstanding interest due on the employer's contributions for the employee's purchase of workers' compensation time.

PLENTYWOOD SCHOOL DISTRICT

Signature of Officer: _____

Printed Name: _____

Title of Officer: _____

Dated: _____, 20__.

Plentywood School District

PERSONNEL

5255

Disciplinary Action

District employees who fail to fulfill their job opportunities or follow the reasonable directions of their supervisors or who conduct themselves on or off the job in ways that affect their effectiveness on the job or in other such ways that the law determines to be good cause shall be subject to discipline. Behavior, conduct, or action which may institute disciplinary action or dismissal may include, but is not limited to, reasonable job-related grounds based on a failure to satisfactorily perform job duties, disruption of the District's operation, or other legitimate business reason.

Discipline shall be reasonably appropriate to the circumstance and shall include, but is not limited to, the supervisor's right to reprimand and the Superintendent's right to suspend with or without pay or impose other appropriate disciplinary sanctions. In accordance with Montana law, only the Board may terminate or non-renew an employee.

The Superintendent is authorized to suspend with pay a staff member immediately.

Legal Reference: § 20-3-324, MCA Powers and Duties
 § 20-4-207, MCA Dismissal of Teacher Under Contract
 § 20-3-210, MCA Controversy Appeals and Hearings
 § 39-2-903, MCA Definition of Good Cause
 Johnson v. Columbia Falls Aluminum Company LLC, 2009 MT 108N.

Policy History:

Adopted on: 02/10/98

Revised on: 10/12/2010

Plentywood School District

PERSONNEL

5256

Reduction in Force

The Board has the exclusive authority to determine the appropriate number of employees. A reduction in employees may occur as a result of, but not be limited to, changes in the education program, staff realignment, changes in the size or nature of the student population, financial situation considerations, or other reasons deemed relevant by the Board.

The Board will follow the procedure stated in the current collective bargaining agreement when considering a reduction in force. The reduction in employees, will generally be accomplished through normal attrition when possible. The Board may terminate employees, if normal attrition does not meet the required reduction in force.

If no collective bargaining agreement covers the affected employee, the Board will consider needs of the students, employee performance evaluations, staff needs, and other reasons it deems relevant, in determining order of dismissal when it reduces classified staff or discontinues some type of educational service.

Cross Reference: 5250 Termination from Employment, Non-Renewal of Employment

Legal Reference: § 39-2-912, MCA Exceptions

Policy History:

Adopted on: 02/10/98

Revised on: 08/22/08, 10/14/19

Plentywood School District

PERSONNEL

5314

Substitutes

The Board will regularly approve a list of acceptable substitutes that meet the guidelines as prescribed in this policy. Appearance on the substitute list does not guarantee employment.

The Board authorizes the use of substitute teachers that appear on the list to replace teachers who are temporarily absent. The principal shall arrange for the substitute to work for the absent teacher. Under no condition is a teacher to select or arrange for their own substitute. A substitute teacher may be employed to carry on a teacher's duties not to exceed 35 consecutive teaching days.

If the absence of the regular, licensed or authorized teacher continues for more than 35 consecutive teaching days, the board of trustees shall place a licensed teacher under contract or seek an emergency authorization of employment in accordance with Administrative Rules of Montana 10.57.107.

The Board annually establishes a daily rate of pay for substitute teachers. No fringe benefits are given to substitute teachers.

Substitutes for classified positions will be paid by the hour. When a classified employee is called upon to substitute for a teacher, the teacher sub rate shall apply unless the classified rate of pay is higher.

All substitute teachers will be required to undergo fingerprint and background checks. All substitutes are subject to District Policies during their term of service to the District. All substitutes shall abide by student and staff confidentiality standards during their term of service to the District.

Legal Reference: 10.55.716, ARM Substitute teachers

Policy History:

Adopted on: 02/10/98

Revised on: 10/13/03, 11/08/21

Reviewed on: 08/18/08

Plentywood School District

PERSONNEL

5321

Page 1 of 2

Leaves of Absence

Sick and Bereavement Leave

Certified employees will be granted sick leave according to terms of their collective bargaining agreement.

Classified employees will be granted sick leave benefits in accordance with § 2-18-618, MCA. For classified staff, “sick leave” is defined as a leave of absence, with pay, for a sickness suffered by an employee or an employee’s immediate family. Sick leave may be used by an employee when they are unable to perform job duties because of:

- A physical or mental illness, injury, or disability;
- Maternity or pregnancy-related disability or treatment, including a prenatal care, birth, or medical care for the employee or the employee’s child;
- Parental leave for a permanent employee as provided in § 2-18-606, MCA;
- Quarantine resulting from exposure to a contagious disease;
- Examination or treatment by a licensed health care provider;
- Short-term attendance, in an agency’s discretion to care for a person (who is not the employee or a member of the employee’s immediate family) until other care can reasonably be obtained;
- Necessary care for a spouse, child or parent with a serious health condition, as defined in the Family and Medical Leave Act of 1993; or
- Death or funeral attendance of an immediate family member or, at an agency’s discretion, another person.

Nothing in this policy guarantees approval of the granting of such leave in any instance. The District will judge each request in accordance with this policy and governing collective bargaining agreements.

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

Personal, Bereavement, and Critical Family Illness Leave

Teachers will be granted personal, bereavement, and critical family illness leave according to terms of the current collective bargaining agreement.

The Board of Trustees authorizes the Superintendent to provide up to 3 days to a classified employee for the purposes of bereavement related to the death of an immediate family member. (Immediate family member is defined as children, parents, siblings, grandchildren, grandparents, spouse, and like relatives of spouse.)

Civic Duties Leave

Leaves for service on either a jury or in the legislature shall be granted in accordance with state and federal law. A certified staff member hired to replace one serving in the legislature does not acquire tenure.

Leave of Absence Without Pay

The Board may grant leave of absence without pay to tenured certified staff members who have rendered satisfactory service and desire to return to employment in a similar capacity, at a time mutually consistent with the District needs as determined by the Board.

Each leave of absence shall be of the shortest possible duration required to meet the leave's purpose, consistent with the reasonable continuity of instruction for students. Employees on extended leave shall generally be entitled to return to the same position which they held immediately before commencement of leave or to positions of comparable responsibility and remuneration. Employees may also carry over, without any loss, sick leave or years of service up to the time of the employee's approved leave, except that the employee shall not accrue sick leave, annual vacation leave, or additional service time toward seniority during any unpaid leave of absence.

The Board reserves final approval of all discretionary extended leave requests, whether with or without pay.

Legal Reference:	42 USC 2000e	Equal Employment Opportunities
	§ 2-18-601(10), MCA	Definitions
	§ 2-18-618, MCA	Sick leave
	§ 2-18-620, MCA	Mandatory leave of absence for employees holding public office – return requirements
	§ 49-2-310, MCA	Maternity leave – unlawful acts of employers
	§ 49-2-311, MCA	Reinstatement to job following pregnancy-related leave of absence

Policy History:

Adopted on: 02/10/98

Revised on: 08/18/08, 03/21/2022

Plentywood School District

PERSONNEL

5321P
Page 1 of 2

Conditions for Use of Leave

Certified staff may use sick leave for those instances listed in the current collective bargaining agreement. Classified staff may use sick leave for illness; injury; medical disability; maternity-related disability, including prenatal care, birth, miscarriage, abortion; quarantine resulting from exposure to contagious disease; medical, dental, or eye examination or treatment; necessary care of or attendance to an immediate family member or, at the district's discretion, another relative for the above reasons until other attendants can reasonably be obtained, and death or funeral attendance for an immediate family member. Leave without pay may be granted to employees upon the death of persons not included on this list.

Accrual and Use of Sick Leave Credits

Certified employees shall accrue and may use their sick leave credits according to the current collective bargaining agreement.

Classified employees serving in positions that are permanent full-time, seasonal full-time, or permanent part-time are eligible to earn sick leave credits. Sick leave credits accrue from the first day of employment. A classified employee must be continuously employed for the qualifying period of 90 calendar days in order to use sick leave. Sick leave may not be advanced nor may leave be taken retroactively. Unless there is a break in service, an employee only serves the qualifying period once. After a break in service, an employee must again complete the qualifying period to use sick leave. A seasonal classified employee's accrued sick leave credits may be carried over to the next season, if management has a continuing need for the employee or, alternatively, may be paid out as a lump sum to the employee when the season ends, in accordance with ARM 2.21.141.

Persons, whether classified or certified, simultaneously employed in two or more positions, will accrue sick leave credits in each position according to the number of hours or the proration of the contract (in the case of certified) worked. Leave credits will be used only from the position in which the credits are earned and with the approval of the supervisor or appropriate authority for that position. Hours in a pay status paid at the regular rate will be used to calculate leave accrual. Sick leave credits will not accrue for those hours exceeding 40 hours in a work week that are paid as overtime hours or are recorded as compensatory time hours. A full-time employee shall not earn less than or more than the full-time sick leave accrual rate provided classified employees.

When an employee who has not worked the qualifying period for use of sick leave takes an approved continuous leave of absence without pay exceeding 15 working days, the amount of time on leave of absence will not count toward completion of the qualifying period. The approved leave of absence exceeding 15 working days is not a break in service and the employee will not lose any accrued sick leave credits or lose credit for time earned toward the qualifying period. An approved continuous leave of absence without pay of 15 working days or less will be counted as time earned toward the 90-day qualifying period.

Calculation of Sick Leave Credits

Certified employees shall earn sick leave credits at the rate stated in the current collective bargaining agreement.

Full-time classified employees shall earn sick leave credits at the rate of 12 working days for each year of service. Sick leave credits shall be prorated for part-time employees who have worked the qualifying period. The payroll office will refine this data by keeping records per hour worked.

Sick Leave Banks

A sick leave bank, administered by the District, is available to certified employees covered by the contract. Donation and use of sick leave credits to the sick leave bank are governed by the terms of the current collective bargaining agreement.

Lump Sum Payment Upon Termination for Classified Employees

When a classified employee terminates from the District, the employee is entitled to cash compensation for unused sick leave credit equal to one-fourth of the compensation the employee would have received if the employee had used the credits, provided the employee has worked the qualifying period. The value of unused sick leave is computed based on the employee's salary rate at the time of termination.

Industrial Accident

An employee who is injured in an industrial accident may be eligible for Worker's Compensation benefits. Use of sick leave must be coordinated with receipt of Worker's Compensation benefits on a case-by-case basis by contacting the Montana Schools Group Workers' Compensation Risk Retention Program (WCRRP).

Sick Leave Substituted for Annual Leave

A classified employee who qualifies for use of sick leave while taking approved annual vacation leave, may be allowed to substitute accrued sick leave credits for annual leave credits. Medical certification of the illness or disability may be required.

Procedure History:

Promulgated on: 02/10/98

Revised on:

Reviewed on: 08/18/08

Plentywood School District

PERSONNEL

5322

Military Leave

Pursuant to the Uniformed Services Employment and Reemployment Rights Act (USERRA) and the Montana Military Service Employment Rights, the Superintendent shall grant military leave to employees for voluntary or involuntary service in the uniformed services of the United States, upon receipt of the required notice. Benefits shall be maintained for these employees as required by law and/or collective bargaining agreements. A service member who returns to the District for work following a period of active duty must be reinstated to the same or similar position and at the same rate of pay unless otherwise provided by law.

Time spent in active military service shall be counted in the same manner as regular employment for purposes of seniority or District service unless otherwise provided in a collective bargaining agreement.

The District will not discriminate in hiring, reemployment, promotion, or benefits based upon membership or service in the uniformed services.

All requests for military leave will be submitted to the Superintendent, in writing, accompanied by copies of the proper documentation showing the necessity for the military leave request.

When possible, all requests for military leave will be submitted at least one (1) full month in advance of the date military service is to begin.

Persons returning from military leave are asked to give the Superintendent notice of intent to return, in writing, as least one (1) full month in advance of the return date.

The District shall post notice of the rights, benefits, and obligations of the District and employees in the customary place for notices.

Legal Reference:	38 U.S.C. §§ 4301-4334	The Uniformed Services Employment
and		Reemployment Act of 1994
	§10-1-1004, MCA	Rights under federal law
	§10-1-1005, MCA	Prohibition against employment
		discrimination
	§10-1-1006, MCA	Entitlement to leave of absence
	§10-1-1007, MCA	Right to return to employment without
loss		of benefits – exceptions –
definition		
	§10-1-1009, MCA	Paid military leave for public employees

Policy History:

Adopted on: 08/22/08

Reviewed on:

Revised on: 11/14/16

Plentywood School District

PERSONNEL

5325

Breastfeeding in the School and Workplace

Recognizing that breastfeeding is a normal part of daily life for mothers and infants and that Montana law authorizes mothers to breastfeed their infants where mothers and children are authorized to be, the District shall support women who want to continue breastfeeding after returning from maternity leave.

The District shall provide reasonable unpaid break time each day to an employee or who needs to express milk for a child, The District is not required to provide break time if to do so would unduly disrupt the District's operations. Supervisors are encouraged to consider flexible schedules when accommodating employees' needs. Building administrators are authorized to work with teachers to provide students necessary time to express milk for a child.

The District shall make reasonable efforts to provide a room or other location, other than a toilet stall, where an employee or student can express breast milk and access to a place to store expressed breast milk safely. The available space shall include the provision for lighting and electricity for the pump apparatus. If possible, supervisors and building administrators shall ensure that those employees or students in need of such accommodations shall be aware of them prior to maternity leave.

Legal Reference:	§ 39-2-215, MCA and	Public employer policy on support of women breastfeeding – unlawful discrimination
	§ 39-2-216, MCA	Private Place for nursing mothers
	§ 39-2-217, MCA	Break time for nursing mothers
	37.111.811, ARM	Physical Requirements

Policy History:

Adopted on: 08/22/08

Reviewed on:

Revised on: 07/12/21

Plentywood School District

PERSONNEL

5328

Page 1 of 2

Family Medical Leave

In accordance with provisions of the Family Medical Leave Act of 1993 (FMLA), a leave of absence of up to twelve (12) weeks during a twelve-(12)-month period may be granted to an eligible employee for the following reasons: 1) birth of a child; 2) placement of a child for adoption or foster care; 3) a serious health condition which makes the employee unable to perform functions of the job; 4) to care for the employee's spouse, child, or parent with a serious health condition; 5) because of a qualifying exigency (as the Secretary shall, by regulation, determine) arising out of the fact that the spouse or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

Servicemember Family Leave

Subject to Section 103 of the FMLA of 1993, as amended, an eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member shall be entitled to a total of twenty-six (26) workweeks of leave during a twelve-(12)-month period to care for the service member. The leave described in this paragraph shall only be available during a single twelve-(12)-month period.

Eligibility

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

The Board has determined that the twelve-(12)-month period during which an employee may take FMLA leave is July 1 to June 30.

Coordination of Paid Leave

Employees will be required to use appropriate paid leave while on FMLA leave. Workers' compensation absences will be designated FMLA leave.

Medical Certification

The Superintendent has discretion to require medical certification to determine initial or continued eligibility under FMLA as well as fitness for duty.

Legal Reference: 29 U.S.C §2601, *et seq.* - Family and Medical Leave Act of 1993
29 C.F.R. Part 825, Family and Medical Leave Regulations
§§2-18-601, *et seq.*, MCA Leave Time
§§49-2-301, *et seq.*, MCA Prohibited Discriminatory Practices
Section 585 – National Defense Authorization Act for FY 2008, Public
Law [110-181]

Policy History:

Adopted on: 02/10/98

Reviewed on:

Revised on: 08/22/08, 06/09/09, 04/10/12

PERSONNEL

Family Medical Leave

Who Is Eligible

Employees are eligible if they have worked for the District for at least one (1) year, and for one thousand two hundred fifty (1,250) hours over the previous twelve (12) months, and if there have been at least fifty (50) District employees within seventy-five (75) miles for each working day during twenty (20) or more workweeks in the current or preceding calendar year.

Benefit

Under certain conditions, eligible employees, if qualified, may be entitled to up to twelve (12) weeks or twenty-six (26) weeks leave with continuing participation in the District's group insurance plan.

Reasons for Taking Leave

Unpaid leave will be granted to eligible employees for any of the following reasons:

- a. To care for the employee's child after birth, or placement for adoption or foster care;
- b. To care for the employee's spouse, child, or parent (does not include parents-in-law) who has a serious health condition;
- c. For a serious health condition that makes the employee unable to perform the employee's job;

Military Family Leave

- a. Military Caregiver Leave
An eligible employee who is a relative of a servicemember can take up to 26 weeks in a 12 month period in order to care for a covered servicemember who is seriously ill or injured in the line of duty.
- b. Qualified Exigency leave
An eligible employee can take up to the normal 12 weeks of leave if a family member is on covered active duty. Covered active duty includes duty of a member of a regular component of the Armed Forces during deployment to a foreign country, and duty of a member of a reserve component of the Armed Forces during deployment to a foreign country under a call or order to active duty in support of specified contingency operations.

Qualifying Exigencies include:

- a. Short-notice deployment
- b. Military events and related activities
- c. Childcare and school activities
- d. Financial and legal arrangements
- e. Counseling
- f. Post-deployment activities; and
- g. Additional activities agreed to by the employer and the employee.

Substitution of Paid Leave

Paid leave will be substituted for unpaid leave under the following circumstances:

- a. Accumulated sick/personal leave will be utilized concurrently with any FMLA leave that is taken for a serious health reason as described in (b) or (c) above.
- b. Accumulated vacation/personal leave will be utilized concurrently with any FMLA leave that is taken for a family reason as described in (a) above.
- c. Accumulated sick leave will be utilized concurrently with FMLA leave, whenever the FMLA leave is taken for reasons which qualify for sick leave benefits pursuant to District policy or an applicable collective bargaining agreement.
- d. Whenever appropriate workers' compensation absences shall be designated FMLA leave.
- e. Servicemember FMLA runs concurrent with other leave entitlements provided under federal, state, and local law.

When Both ~~Parents~~ Spouses Are District Employees

When spouses work for the same employer and each spouse is eligible to take FMLA leave, the FMLA limits the combined amount of leave they may take for some, but not all, FMLA-qualifying leave reasons.

For purposes of FMLA leave, spouse means a husband or wife as defined or recognized in the state where the individual was married and includes individuals in a common law or same-sex marriage. Spouse also includes a husband or wife in a marriage that was validly entered into outside of the United States, if the marriage could have been entered into in at least one state.

Eligible spouses who work for the same employer are limited to a combined total of 12 workweeks of leave in a 12-month period for the following FMLA-qualifying reasons:

- the birth of a son or daughter and bonding with the newborn child,
- the placement of a son or daughter with the employee for adoption or foster care and bonding with the newly-placed child, and
- the care of a parent with a serious health condition.

Eligible spouses who work for the same employer are also limited to a combined total of 26 workweeks of leave in a single 12-month period to care for a covered servicemember with a serious injury or illness (commonly referred to as “military caregiver leave”) if each spouse is a parent, spouse, son or daughter, or next of kin of the servicemember. When spouses take military caregiver leave as well as other FMLA leave in the same leave year, each spouse is subject to the combined limitations for the reasons for leave listed above.

The limitation on the amount of leave for spouses working for the same employer does not apply to FMLA leave taken for some qualifying reasons. Eligible spouses who work for the same employer are each entitled to up to 12 workweeks of FMLA leave in a 12-month period, without regard to the amount of leave their spouses use, for the following FMLA-qualifying leave reasons:

- the care of a spouse or son or daughter with a serious health condition;
- a serious health condition that makes the employee unable to perform the essential functions of his or her job; and
- any qualifying exigency arising out of the fact that the employee’s spouse, son, daughter, or parent is a military member on “covered active duty.”

Employee Notice Requirement

The employee must follow the employer’s standard notice and procedural policies for taking FMLA.

Employer Notice Requirement (29 C.F.R. §825.300)

Employers are required to provide employees with notice explaining the FMLA through a poster and either a handbook or information upon hire. If an employee requests FMLA leave, an employer must provide notice to the employee within five (5) business days of whether the employee meets the FMLA eligibility requirements. If an employee is not eligible to take

FMLA, the employer must provide a reason. The employer must also provide a rights and responsibilities notice outlining expectations and obligations relating to FMLA leave. If FMLA leave is approved by the employer, it must provide the employee with a designation notice stating the amount of leave that will be counted against an employee’s FMLA entitlement.

Notice for Leave Due to Active Duty of Family Member

In any case in which the necessity for leave is foreseeable, whether because the spouse or a son, daughter, or parent of the employee is on active duty or because of notification of an impending call or order to active duty in support of a contingency operation, the employee shall provide such notice to the employer as soon as is reasonable and practicable.

Requests

A sick leave request form is to be completed whenever an employee is absent from work for more than three (3) days or when an employee has need to be absent from work for continuing treatment by (or under the supervision of) a health care provider.

An employer may require that a request for leave be supported by a certification issued at such time and in such manner as the Secretary may by regulation prescribe. If the Secretary issues a regulation requiring such certification, the employee shall provide, in a timely manner, a copy of such certification to the employer.

Medical Certification

The District will require medical certification to support a request for leave or any other absence because of a serious health condition (at employee expense) and may require second (2nd) or third (3rd) opinions (at the employer's expense) and a fitness-for-duty report or return-to-work statement.

Intermittent/Reduced Leave

FMLA leave may be taken "intermittently or on a reduced leave schedule" under certain circumstances. Where leave is taken because of birth or placement of a child for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule only with District approval. Where FMLA leave is taken to care for a sick family member or for an employee's own serious health condition, leave may be taken intermittently or on a reduced leave schedule when medically necessary. An employee may be reassigned to accommodate intermittent or reduced leave. When an employee takes intermittent leave or leave on a reduced

leave schedule, increments will be limited to the shortest period of time that the District's payroll system uses to account for absences or use of leave.

Insurance

An employee out on FMLA leave is entitled to continued participation in the appropriate group health plan, but it is incumbent upon the employee to continue paying the usual premiums throughout the leave period. An employee's eligibility to maintain health insurance coverage will lapse if the premium payment is more than thirty (30) days late. The District will mail notice of delinquency at least fifteen (15) days before coverage will cease.

Return

Upon return from FMLA leave, reasonable effort shall be made to place the employee in the original or equivalent position with equivalent pay, benefits, and other employment terms.

Recordkeeping

Employees, supervisors, and building administrators will forward requests, forms, and other material to payroll to facilitate proper recordkeeping.

Summer Vacation

The period during the summer vacation or other scheduled breaks (i.e., Christmas) an employee would not have been required to work will not count against that employee's FMLA leave entitlement.

SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES

Leave More Than Five (5) Weeks Before End of Term

If an instructional employee begins FMLA leave more than five (5) weeks before the end of term, the District may require the employee to continue taking leave until the end of a semester term, if:

- a. The leave is at least three (3) weeks; and
- b. The employee's return would take place during the last three-(3)-week period of the semester term.

Leave Less Than Five (5) Weeks Before End of Term

If an instructional employee begins FMLA leave for a purpose other than that employee's own serious health condition less than five (5) weeks before the end of term, the District may require the employee to continue taking leave until the end of a semester term, if:

- a. The leave is longer than two (2) weeks; and
- b. The employee's return would take place during the last two-(2)-week period of the semester term.

Leave Less Than Three (3) Weeks Before End of Term

If an instructional employee begins FMLA leave for a purpose other than that employee's own serious health condition less than three (3) weeks before the end of term, the District may require the employee to continue taking leave until the end of the academic term if the leave is longer than five (5) days.

Intermittent or Reduced Leave

Under certain conditions, an instructional employee needing intermittent or reduced leave for more than twenty percent (20%) of the total working days over the leave period may be required by the District to:

- a. Take leave for a period(s) of particular duration not to exceed the duration of treatment; or
- b. Transfer to an alternate but equivalent position.

Procedure History:

Adopted on:

Reviewed on:

Revised on: 12/09/19, 05/10/21

Plentywood School District

PERSONNEL

5329

Long-Term Illness/Temporary Disability Leave

Employees may use sick leave for long-term illness or temporary disability, and, upon the expiration of sick leave, the Board may grant eligible employees leave without pay if requested. Medical certification of the long-term illness or temporary disability may be required, at the Board's discretion.

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

Policy History:

Adopted on:

Reviewed on:

Revised on: 12/09/19

Plentywood School District

PERSONNEL

5329P

Long-Term Illness/Temporary Disability

The following procedures will be used when an employee has a long-term illness or temporary disability, including maternity:

1. When any illness or temporarily disabling condition is “prolonged,” an employee will be asked by the administration to produce a written statement from a physician, stating that the employee is temporarily disabled and is unable to perform the duties of his/her position until such a time.
2. In the case of any extended illness, procedures for assessing the probable duration of the temporary disability will vary. The number of days of leave will vary according to different conditions, individual needs, and the assessment of individual physicians. Normally, however, the employee should expect to return on the date indicated by the physician, unless complications develop which are further certified by a physician.
3. An employee who has signified her intent to return at the end of extended leave of absence shall be reinstated to his/her original job or an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits, and other service credits.

Procedure History:

Promulgated on:

Reviewed on:

Revised on: 12/09/19

Plentywood School District

PERSONNEL

5331

Insurance Benefits for Employees

Newly hired employees will be eligible for insurance benefits offered by the District for the particular bargaining unit to which the employee belongs, with the exceptions noted below:

1. Classified employees who are less than half time (that is, who is regularly scheduled to work less than 20 hours per week) will not be eligible for group health, dental and life insurance, and will not be considered to be a member of the defined employee insurance benefit groups.
2. Any permanent employee who works half time or more is eligible for group health and/or dental insurance irrespective of the unit to which the employee belongs. Life insurance benefits shall accord with Board policy or the current collective bargaining agreement.
3. An employee who does not work during the summer, but who has been employed during the previous academic year, shall be eligible at his/her election to continue group health, dental and life insurance overages during the summer months. For certified personnel, the District will pay the District's portion of the premium during the summer if the certified employee has worked at least 135 days during the preceding school year. A classified employee who works less than 12 months shall have his/her premium paid for summer months (in the same proration as existed during the academic year) if the employee has worked at least 180 days during in the preceding school year.
4. An employee who has not completed the required number of days must pay the total premium (employee and employer portion) for June, July, and August by the last day of school. This payment is made to the District's benefit clerk.

If an eligible employee wished to discontinue or change health insurance coverage, it is incumbent upon the employee to initiate the action by contacting the personnel office and completing the appropriate forms. A medical examination at the expense of the employee may be required if the employee elects to join the District health insurance program after initially refusing coverage during the "open season" (July).

Anniversary dates of the health and dental insurance policies for the District shall be July 1 through June 30.

Legal Reference: § 2-18-702, MCA Group insurance for public employees and officers
 § 2-18-703, MCA Contributions

Policy History:

Adopted on: 02/10/98

Revised on:

Reviewed on: 08/18/08

PERSONNEL

Holidays

Holidays for certified staff are dictated by the school calendar, in part. Temporary employees shall not receive holiday pay. Part-time employees shall receive holiday pay on a pro-rated basis.

The holidays required for classified staff, by § 20-1-305, MCA, are:

1. Independence Day
2. Labor Day
3. Thanksgiving Day
4. Christmas Day
5. New Year's Day
6. Memorial Day
7. Good Friday
8. State and national election days when the school building is used as a polling place and the conduct of school would interfere with the election process of the polling place.

In those cases where an employee, as defined above, is required to work any of these holidays, another day shall be granted in lieu of such holidays, unless the employee elects to be paid for the holiday in addition to the employee's regular rate of pay for all time worked on the holiday.

If a holiday occurs during the period in which vacation is being taken by an employee, the holiday shall not be charged against the employee's annual leave.

Legal Reference: § 20-1-305, MCA School holidays

Policy History:

Adopted on: 02/10/98

Revised on: 11/09/04

Reviewed on: 08/18/08

Plentywood School District

PERSONNEL

5334

Vacations

Policy and Objectives

The classified and 12-month administrative staff shall accrue annual vacation leave benefits in accordance with §§ 2-18-611, 2-18-612, 2-18-614 through 2-18-617 and 2-18-621, MCA. Nothing in this policy guarantees approval of the granting of specific days as annual vacation leave in any instance. Each request will be judged by the District in accordance with this policy. Employees of less than six months duration will not accrue vacation benefits.

Legal Reference:	§ 2-18-611, MCA	Annual Vacation Leave
	§ 2-18-612, MCA	Rate Earned
	§ 2-18-617, MCA	Accumulation of Leave

Policy History:

Adopted on: 02/10/98

Revised on:

Reviewed on: 08/18/08

Plentywood School District

PERSONNEL

Vacations

All classified employees, except those in a temporary status, serving more than six (6) months, are eligible to earn vacation leave credits retroactive to the date of employment. Leave credits may not be advanced nor may leave be taken retroactively. A seasonal employee’s accrued vacation leave credits may be carried over to the next season, if management has a continuing need for the employee, or paid out as a lump-sum payment to the employee when the season ends (generally in June). The employee may request a lump sum payment at the end of each season.

Vacation is earned according to the following schedule:

RATE EARNED SCHEDULE

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

Time as an elected state, county or city official, as a school teacher or as an independent contractor, does not count toward the rate earned. For purposes of this paragraph, an employee of the District or the university system is eligible to have school district or university employment time count toward the rate earned schedule if that employee was eligible for annual leave in the position held with the school district or university system.

Maximum Accrual of Vacation Leave

All full-time and part-time employees serving in permanent and seasonal positions may accumulate two (2) times the total number of annual leave credits they are eligible to earn per year, according to the rate earned schedule.

Annual Pay-Out

The District may, in its sole discretion and/or subject to the terms of a collective bargaining agreement, provide cash compensation in January of each year for unused vacation leave in lieu of the accumulation of vacation leave.

Lump-Sum Payment Upon Termination

An employee who terminates employment for reasons not reflecting discredit on the employee shall be entitled, upon the date of such termination, to cash compensation for unused vacation leave, assuming that the employee has worked the qualifying periods set forth in § 2-18-611, MCA. The District shall not pay accumulated leaves to employees, who have not worked the qualifying period.

Legal Reference: § 2-18-611 – 2-18-617, MCA

Procedure History:

Promulgated on: 03/31/01

Revised on:

Reviewed on: 08/18/08

Plentywood K-12 Schools

PERSONNEL

5336

Compensatory Time and Overtime for Classified Employees

Non-exempt classified employees who work more than forty (40) hours in a given workweek may receive overtime pay of one and one-half (1½) times the normal hourly rate, unless the District and the employee agree to the provision of compensation time at a rate of one and one-half (1½) times all hours worked in excess of forty (40) hours in any workweek. The Superintendent must approve any overtime work of a classified employee.

Under Montana law and the Federal Fair Labor Standards Act, a classified employee may not volunteer to work without pay in an assignment similar to the employee's regular work.

A non-exempt employee who works overtime without authorization may be subject to disciplinary action.

***NOTE:** Please be advised that comp time is not required. If a district adopts a comp time policy, there are basically two (2) types of employees: 1) Those who are covered before the policy was adopted need to be treated on a case-by-case basis, and the agreement to allow comp time must be entered into before the work is performed. 2) Those hired after the policy is in place – the Department of Labor has determined that the employee agreed to the policy. Some experts have said comp time is a credit card, not a savings account. The employee has broad latitude to decide when the time will be taken.*

Legal Reference: 29 USC 201, et seq. Fair Labor Standards Act

Policy History:

Adopted on: 08/22/08

Reviewed on:

Revised on: 10/12/09

Plentywood School District

PERSONNEL

5337

Workers' Compensation Benefits

All employees of the District are covered by Worker's Compensation benefits.

In the event of an industrial accident, an employee should:

1. attend to first aid and/or medical treatment if emergency prevails;
2. correct or report as needing correction the hazardous situation as soon as possible after the emergency is stabilized;
3. report the injury or disabling condition (whether actual or possible) to the immediate supervisor within 48 hours on the Employers First Report of Occupational Injury or Disease; and
4. call or visit the District Personnel Office after medical treatment if needed to complete the necessary report of accident and injury, the Occupational Injury or Disease Form.

The Personnel Department shall notify the immediate supervisor of the report, and shall include the immediate supervisor in completing the report as required.

An employee who is injured in an industrial accident may be eligible for Worker's Compensation benefits. By law, use of sick leave must be coordinate with receipt of Worker's Compensation benefits on a case-by-case basis by contacting the Worker's Compensation Division, Department of Labor and Industry.

The District will not automatically and simply defer to a report of industrial accident. The District shall investigate as it deems appropriate to determine (1) whether continuing hazardous conditions exist that need to be eliminated, and (2) whether in fact an accident attributable to the District's working environment did occur as reported. The District may require the employee to authorize his/her physician to release pertinent medical information to the District's personnel office or to a physician of the District's choice should an actual claim be filed against the Worker's Compensation Division which could result in additional fees levied against the District.

*An employee who elects to receive Worker's Compensation benefits shall, upon commencement of the benefits, be considered in a Leave Without Pay status, and shall no longer be eligible for District group insurance benefits except as may be required by the Family Medical Leave Act and to the extent provided for all employees on Leave Without pay status, i.e., that all premiums are due in advance on a monthly basis for the duration of the Leave Without Pay. The District will discontinue its contributions for group insurance on behalf of any employee on a Leave Without Pay status at the end of the month in which Leave Without Pay commences.

Legal Reference: § 39-71-101, et seq., MCA Workers' Compensation

Policy History:

Adopted on: 02/10/98

Revised on:

Reviewed on: 08/18/08

Plentywood School District

PERSONNEL

5338

Payment of Interest on Employer Contributions for Workers' Compensation Time

An employee absent because of an employment-related injury entitling the employee to workers' compensation payments may, upon the employee's return to service, contribute to the retirement system an amount equal to the contributions that would have been made by the employee to the system on the basis of the employee's compensation at the commencement of the employee's absence plus regular interest accruing from one (1) year from the date after the employee returns to service to the date the employee contributes for the period of absence.

The District has the option to pay, or not pay, the interest on the employer's contribution for the period of absence based on the salary as calculated. If the employer elects not to pay the interest costs, this amount must be paid by the employee.

It is the policy of this District to **not pay** the interest costs associated with the employer's contribution.

Legal Reference: §§ 19-3-504, MCA Absence due to illness or injury.

Policy History:

Adopted on: 12/08/09

Reviewed on:

Revised on:

Plentywood School District

PERSONNEL

5420

Paraprofessionals

Paraprofessionals, as defined in the appropriate job descriptions, are under the supervision of a principal and a teacher to whom the principal may have delegated responsibility for close direction. The nature of the work accomplished by paraprofessionals will encompass a variety of tasks that may be inclusive of “limited instructional duties.”

Paraprofessionals are employed by the District mainly to assist the teacher. A paraprofessional is an extension of the teacher, who legally has the direct control and supervision of the classroom or playground and responsibility for control and the welfare of the students.

It is the responsibility of each principal and teacher to provide adequate training for a paraprofessional. This training should take into account the unique situations in which a paraprofessional works and should be designed to cover the general contingencies that might be expected to pertain to that situation. During the first thirty (30) days of employment, the supervising teacher or administrator shall continue to assess the skills and ability of the paraprofessional to assist in reading, writing, and mathematics instruction.

The Superintendent shall develop and implement procedures for an annual evaluation of paraprofessionals. Evaluation results shall be a factor in future employment decisions.

If the school receives Title I funds, the District shall notify parents of students attending the school annually that they may request the District to provide information regarding the professional qualifications of their child’s paraprofessionals, if applicable.

Legal Reference: 20 U.S.C. § 6319 Qualifications for teachers and paraprofessionals

Policy History:

Adopted on: 02/10/98

Revised on: 08/22/08, 04/08/19

Plentywood School District

PERSONNEL

5430

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Volunteers

The District recognizes the valuable contributions made to the total school program by members of the community who act as volunteers. A volunteer by law is an individual who:

1. Has not entered into an express or implied compensation agreement with the District;
2. Is excluded from the definition of “employee” under appropriate state and federal statutes;
3. May be paid expenses, reasonable benefits, and/or nominal fees in some situations; and
4. Is not employed by the District in the same or similar capacity for which he/she is volunteering.

District employees who work with volunteers shall clearly explain duties for supervising children in school, on the playground, and on field trips. An appropriate degree of training and/or supervision of each volunteer shall be administered commensurate with the responsibility undertaken.

Volunteers who have unsupervised access to children are subject to the District’s policy mandating background checks.

Chaperones

The Superintendent may direct that appropriate screening processes be implemented to assure that adult chaperones are suitable and acceptable for accompanying students on field trips or excursions.

When serving as a chaperone for the District, the parent(s)/guardian(s), or other adult volunteers, including employees of the District, assigned to chaperone, shall not use tobacco products in the presence of students, nor shall they consume any alcoholic beverages nor use any illicit drug during the duration of their assignment as a chaperone, including during the hours following the end of the day’s activities for students. The chaperone shall not encourage or allow students to participate in any activity that is in violation of district policy during the field trip or excursion, including during the hours following the end of the day’s activities. Chaperones shall be given a copy of these rules, and sign a letter of understanding verifying they are aware of, and agree to, these District rules before being allowed to accompany students on any field trip or excursion.

Any chaperone found to have violated these rules shall not be used again as a chaperone for any District sponsored field trips or excursions and may be excluded from using District sponsored transportation for the remainder of the field trip or excursion and be responsible for their own transportation back home. Employees found to have violated these rules may be subject to disciplinary action.

Cross Reference: 5122 Fingerprints and Criminal Background Investigations

Policy History:

Adopted on: 2/10/1998

Revised on: 11/14/2006

Reviewed on: 08/18/08

**VOLUNTEER AGREEMENT FORM
COACH/HELPER/AIDE/CHAPERONE**

5430F

I, _____ (the Volunteer) hereby agree to serve Plentyood Public Schools (the District) on a volunteer basis as a _____.

Please initial next to each statement:

- _____ The Volunteer understands any volunteer services will not be compensated now or in the future.

- _____ The Volunteer has been informed and understands that volunteer services rendered do not create an employee-employer relationship between the Volunteer and the District for the position stated above.

- _____ The Volunteer understands that the District may not carry worker's compensation insurance and does not carry medical insurance for a person serving as a volunteer in the position stated above.

- _____ The Volunteer understands that the mutually established schedule of services for the position stated above carries no obligation for either party and maybe adjusted at any time.

- _____ The Volunteer understands that services as a volunteer may be terminated at any time.

- _____ The Volunteer understands that they are under the direction of the school district at all times during their service as a volunteer and must follow directives given by district employees.

- _____ The Volunteer understands that they are to follow all laws, policies, and rules regarding student and employee confidentiality during their service as a volunteer.

- _____ The Volunteer understands that they are to follow district policy as well as local, state, federal and other applicable law during their service as a volunteer.

- _____ The Volunteer understands that they are not to use alcohol, tobacco or other drugs around students at any time whether on school property or not.

- _____ The Volunteer understands that they are not to encourage students to violate district policy. The Volunteer further understands that if they observe a student violating district policy they are to report the behavior to the supervising district employee immediately.

- _____ The Volunteer understands that any violation of this agreement, district policy or any local, state, federal or other applicable law can result in permanent termination of volunteer privileges and possible legal action.

- _____ The Volunteer is 18 years of age or older.

- _____ The Volunteer understands that his authorization only applies to the ____/____ school year.

- _____ The Volunteer understands that if the position stated above involves regular unsupervised access to students in schools they may be required to submit to a name-based and fingerprint criminal background investigation conducted by the appropriate law enforcement agency prior to consideration of this agreement.

I understand that should I have been found to have violated these rules, I will not be used again as a chaperone for any District-sponsored field trips or excursions and may be excluded from using District-sponsored transportation for the remainder of the field trip or excursion and that I will be responsible for my own transportation back home.

DISTRICT REPRESENTATIVE

DATE

VOLUNTEER SIGNATURE

DATE

Plentywood School District

PERSONNEL

5440

Student Teachers/Interns

The District recognizes its obligation to assist in the development of members of the teaching profession. The District shall make an effort to cooperate with accredited institutions of higher learning in the education of student teachers and other professionals in training (such as interns) by providing a reasonable number of classroom and other real life situations each year.

The District and the respective training institutions shall enter into mutually satisfactory agreements whereby the rules, regulations and guidelines of the practical experiences shall be established.

The Superintendent or his/her designee shall coordinate all requests from cooperating institutions for placement with building principals so that excessive concentrations of student teachers and interns shall be avoided. As a general rule:

- (1) a student teacher shall be assigned to a teacher or other professional who has agreed to cooperate and who has no less than three (3) years of experience in the profession;
- (2) a supervising professional shall be assigned no more than one student teacher/intern per school year;
- (3) the supervising professional shall remain responsible for the class; and
- (4) the student teacher shall assume the same conditions of employment as a regular teacher with regards to meeting the health examination requirements, length of school day, supervision of co-curricular activities, staff meetings and in-service training.
- (5) The student teacher shall be subject to the District policy regarding background checks, if the student teacher has unsupervised access to children.

Cross Reference: 5122 Fingerprints and Criminal Background Investigations

Legal Reference: § 20-4-101 (2,3), MCA System of Teacher and Specialist Certification

Policy History:

Adopted on: 02/10/98

Revised on: 08/22/08

Plentywood School District

PERSONNEL

5450
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Employee use of Electronic Mail, Internet, and District Equipment

Electronic mail (“e-mail”) is an electronic message that is transmitted between two (2) or more computers or electronic terminals, whether or not the message is converted to hard-copy format after receipt, and whether or not the message is viewed upon transmission or stored for later retrieval. E-mail includes all electronic messages that are transmitted through a local, regional, or global computer network.

Because of the unique nature of e-mail/Internet, and because the District desires to protect its interest with regard to its electronic records, the following rules have been established to address e-mail/Internet usage by all employees:

The District e-mail and Internet systems are intended to be used for educational purposes only, and employees should have no expectation of privacy when using the e-mail or Internet systems for any purpose. Employees have no expectation of privacy in district owned technology equipment, including but not limited to district-owned desktops, laptops, memory storage devices, and cell phones.

Users of District e-mail and Internet systems are responsible for their appropriate use. All illegal and improper uses of the e-mail and Internet system, including but not limited to extreme network etiquette violations including mail that degrades or demeans other individuals, pornography, obscenity, harassment, solicitation, gambling, and violating copyright or intellectual property rights, are prohibited. Abuse of the e-mail or Internet systems through excessive personal use, or use in violation of the law or District policies, will result in disciplinary action, up to and including termination of employment.

All e-mail/Internet records are considered District records and should be transmitted only to individuals who have a need to receive them. If the sender of an e-mail or Internet message does not intend for the e-mail or Internet message to be forwarded, the sender should clearly mark the message “Do Not Forward.”

In order to keep District e-mail and Internet systems secure, users may not leave the terminal “signed on” when unattended and may not leave their password available in an obvious place near the terminal or share their password with anyone except the system administrator. The District reserves the right to bypass individual passwords at any time and to monitor the use of such systems by employees.

Additionally, District records and e-mail/Internet records are subject to disclosure to law enforcement or government officials or to other third parties through subpoena or other process. Consequently, the District retains the right to access stored records in cases where there is

reasonable cause to expect wrongdoing or misuse of the system and to review, store, and disclose all information sent over the District e-mail systems for any legally permissible reason, including but not limited to determining whether the information is a public record, whether it contains information discoverable in litigation, and to access District information in the employee's absence. Employee e-mail/Internet messages may not necessarily reflect the views of the District.

Except as provided herein, District employees are prohibited from accessing another employee's e-mail without the expressed consent of the employee. All District employees should be aware that e-mail messages can be retrieved, even if they have been deleted, and that statements made in e-mail communications can form the basis of various legal claims against the individual author or the District.

E-mail sent or received by the District or the District's employees may be considered a public record subject to public disclosure or inspection. All District e-mail and Internet communications may be monitored.

Policy History:

Adopted on: 02/10/98

Reviewed on:

Revised on: 08/22/08, 04/10/12

Electronic Resources and Social Networking

The Plentywood School District believes that students need to be proficient users of information, media and technology to succeed in a digital world. The District also recognizes that many of our staff, students, parents, and community members are active social media users. As a school district, we are incorporating social media as part of our communication strategy. The advancement of electronic communication and social media technologies creates greater opportunity for interactions between employees and students.

This policy applies to all social media activities by Plentywood School District employees, including but not limited to the use of blogs, forums, social networking sites (e.g. Facebook, Twitter, and Snapchat) and any other electronic based communications on publicly available sites or apps. The board expects all employees to exercise professionalism and good judgement in any social media activities and electronic communications. Furthermore, any social media activities must comply with all applicable laws including, but not limited to, antidiscrimination, anti-harassment, copyright, trademark, defamation, privacy, securities, and any other applicable laws and regulations. The Montana Office of Public Education's Professional Educators of Montana Code of Ethics (<http://opi.mt.gov/Licensure-Useful-Resources>) requires District staff to maintain a professional relationship with each student, both in and outside the classroom. The District encourages all staff to read and become familiar with this Code of Ethics.

The school district staff shall not socialize with students on social networking websites (during school or out-of-school) in a manner contrary to this policy. Staff are reminded that the same relationship, exchange, interaction, information, or behavior that would be unacceptable in a non-technological medium, is unacceptable when done through the use of technology. In fact, due to the vastly increased potential audience digital dissemination presents, extra caution must be exercised by staff to ensure they don't cross the line of acceptability.

Specifically, the following forms of technology-based interactivity or connectivity are expressly forbidden when used in a manner not related to the delivery of educational services, district operations, family communications, or non-school affiliated clubs and organizations.

- Sharing personal landline or cell phone numbers with students. Text messaging students.
- Emailing students other than through and to school controlled and monitored accounts.
- Soliciting students as friends or contacts on social networking sites.
- Accepting the solicitation of students as friends or contacts on social networking sites.
- Sharing with students access information to personal websites or other media through which the staff member would share personal information and occurrences.

- The posting of any private or confidential school district material or information on any website(s).

The Board directs the Superintendent or his/her designee to create strong electronic educational systems that support innovative teaching and learning, to provide appropriate staff development opportunities and to develop procedures to support this policy.

Staff should contact the administration if they would like to establish an educational related social media presence.

Any violation of this policy or any violation of Board policies or procedures because of social media activities, may result in corrective action, up to and including termination.

Cross Reference: 5015 Bullying/Harassment/Intimidation
 5223 Personal Conduct
 5255 Disciplinary Action
 Professional Educators of Montana Code of Ethics

Policy History:

Adopted on: 02/07/2019

Reviewed on:

Revised on:

Plentywood School District

PERSONNEL

5500

Payment of Wages Upon Termination

When a District employee separates from employment, wages owed will be paid on the next regular pay day for the pay period in which the employee left employment or within fifteen (15) days, whichever occurs first.

In the case of an employee discharged for allegations of theft connected to the employee's work, the District may withhold the value of the theft, provided:

- The employee agrees in writing to the withholding; or
- The District files a report of the theft with law enforcement within seven (7) business days of separation.

If no charges are filed within thirty (30) days of the filing of a report with law enforcement, wages are due within a thirty-(30)-day period.

Legal Reference: § 39-3-205, MCA Payment of wages when employee separated
from employment prior to payday – exceptions

Policy History:

Adopted on: 02/10/98

Reviewed on:

Revised on: 08/22/08, 04/10/12, 07/08/19

PERSONNEL

HIPAA

Note:

(1) Any school district offering a group “health care plan” for its employees is affected by HIPAA. School districts offering health plans that are self-insured will be entirely responsible for compliance with HIPAA, despite a third party administrator managing the plan. School districts may also be subject to HIPAA as a “health care provider” by either having a school-based health center or a school nurse. School-based health centers staffed and serviced by a hospital or local health department are responsible for complying with HIPAA if there is a sharing of records containing health information. For those districts providing the services of a school nurse, HIPAA regulations issued in 2000 commented that an “educational institution that employs a school nurse is subject to [the] regulations as a health care provider if the school nurse or the school engaged in a HIPAA transaction.” This transaction occurs when a school nurse submits a claim electronically.

(2) Any personally identifiable health information contained in an “education record” under FERPA is subject to FERPA, not HIPAA.

Background

Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The District’s group health plan is a Covered Entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, the Standards for the Privacy of Individually Identifiable Information. In order to comply with HIPAA and its related regulations, the District has implemented the following HIPAA Privacy Policy:

The HIPAA Privacy Rule

HIPAA required the federal government to adopt national standards for ***electronic health care transactions***. At the same time, Congress recognized that advances in electronic technology could erode the privacy of health information and determined there was a need for national privacy standards. As a result HIPAA included provisions which mandated the adoption of federal privacy standards for individually identifiable health information.

The standards found in the Privacy Rule are designed to protect and guard against the misuse of individually identifiable health information, with particular concern regarding employers using an employee’s (or dependent’s) health information from the group health plan to make adverse employment-related decisions. The Privacy Rule states that verbal, written, or electronic information that can be used to connect a person’s name or identity with medical, treatment, or health history information is Protected Health Information (PHI) under the HIPAA Privacy Rule.

Under the HIPAA Privacy Rule:

1. Individuals have a right to access and copy their health record to the extent allowed by HIPAA.
2. Individuals have the right to request an amendment to their health record. The plan may deny an individual's request under certain circumstances specified in the HIPAA Privacy Rule.
3. Individuals have the right to an accounting of disclosures of their health record for reasons other than treatment, payment, or healthcare operations.
4. PHI, including health, medical, and claims records, can be used and disclosed without authorization for specific, limited purposes (treatment, payment, or operations of the group health plan). A valid authorization from the individual must be provided for use or disclosure for other than those purposes.
5. Safeguards are required to protect the privacy of health information.
6. Covered entities are required to issue a notice of privacy practices to their enrollees.
7. Violators are held accountable with civil and criminal penalties for improper use or disclosure of PHI.

Compliance

The District Clerk has been designated Privacy Officer. The Privacy Officer will oversee all ongoing activities related to the development, implementation, maintenance of, and adherence to the District's policies and procedures covering the privacy of and access to patient health information in compliance with HIPAA, other applicable federal and state laws, and the District's privacy practices.

As required for a Covered Entity under HIPAA, the plan has developed these internal privacy policies and procedures to assure that PHI is protected and that access to and use and disclosure of PHI are restricted in a manner consistent with HIPAA's privacy protections. The policies and procedures recognize routine and recurring disclosures for treatment, payment, and healthcare operations and include physical, electronic, and procedural safeguards to protect PHI. The procedures include safeguards for sending PHI via mail or fax, receiving PHI for plan purposes, and workstation safeguards and procedures for securing and retaining PHI received by the plan. Plan participants are entitled to receive a copy of the plan's policies and procedures upon request.

Designating a limited number of privacy contacts allows the District to control who is receiving

PHI from the contract claims payor for plan operations purposes. The contract claims payor will provide only the minimum PHI necessary for the stated purpose and, as required under the Privacy Rule, will provide PHI only to individuals with a legitimate need to know for plan operations purposes.

The District has distributed a notice of privacy practices to plan participants. The notice informs plan participants of their rights and the District's privacy practices related to the use and disclosure of PHI. A copy of this notice may be obtained by contacting the Privacy Officer.

The District has reviewed how PHI is used and disclosed by the plan and has limited disclosure of that information to employees who have a legitimate need to know or possess the PHI for healthcare operations and functions. The District will make reasonable efforts to use de-identified information whenever possible in the operations of the plan and will only use the minimum PHI necessary for the stated purpose.

Some of the District's employees need access to PHI in order to properly perform the functions of their jobs. The District has identified these employees and has given them training in the important aspects of the HIPAA Privacy Rule, the privacy policy, and procedures. New employees who will have access to PHI will receive training on the HIPAA Privacy Rule and related policies and procedures as soon as reasonably possible after they are employed. Employees who improperly use or disclose PHI or misuse their access to that information may be subject to discipline, as deemed appropriate.

In the event the group health plan must disclose PHI in the course of performing necessary plan operations functions or as required by law or a governmental agency, the District has developed a system to record those disclosures and requests for disclosures. An individual may request a list of disclosures of his or her PHI made by the plan for other than treatment or claims payment purposes. All requests for an accounting of PHI disclosures must be made in writing, and the plan may impose fees for the cost of production of this information. Requests will be responded to within sixty (60) days. If the plan is not able to provide the requested information within sixty (60) days, a written notice of delay will be sent to the requesting individual, with the reasons for the delay and an estimated time for response.

In order to comply with the new privacy regulations, the plan has implemented compliant communication procedures. Except for its use in legitimate healthcare operations, written permission will be required in order for the District to disclose PHI to or discuss it with a third party.

The HIPAA Privacy Rule prohibits the District from disclosing medical information without the patient's written permission other than for treatment, payment, or healthcare operations purposes. An authorization signed by the patient and designating specified individuals to whom the District may disclose specified medical information must be on file, before the plan can discuss a patient's medical information with a third party (such as a spouse, parent, group health plan

representative, or other individual).

The District has taken the following steps to ensure PHI is safeguarded:

- The District has implemented policies and procedures to designate who has and who does not have authorized access to PHI.
- Documents containing PHI are kept in a restricted/locked area.
- Computer files with PHI are password protected and have firewalls making unauthorized access difficult.
- Copies of PHI will be destroyed when information is no longer needed, unless it is required by law to be retained for a specified period of time.
- The District will act promptly to take reasonable measures to mitigate any harmful effects known to the group health plan, due to a use or disclosure of PHI in violation of the plan's policies, procedures, or requirements of the HIPAA Privacy Rule.
- The District will appropriately discipline employees who violate the District's group health plan's policies, procedures, or the HIPAA Privacy Rule, up to and including termination of employment if warranted by the circumstances.

The District has received signed assurances from the plan's business associates that they understand the HIPAA Privacy Rule, applicable regulations, and the Privacy Policy and will safeguard PHI just as the plan would.

The contract claims payor and certain other entities outside the group health plan require access on occasion to PHI, if they are business associates of the group health plan and in that role need to use, exchange, or disclose PHI from the group health plan. The plan requires these entities to sign an agreement stating they understand HIPAA's privacy requirements and will abide by those rules just as the group health plan does, to protect the PHI to which they have access. For example the plan engages a certified public accountant to audit the plan annually and to make sure payments are made in compliance with the Plan Document. In order for the CPA to complete an audit, the auditor reviews a sample of the claims for accuracy.

The District will ensure health information will not be used in making employment and compensation decisions. The HIPAA Privacy Rule and other applicable laws expressly prohibit an employer from making adverse employment decisions (demotions, terminations, etc.) based on health information received from the group health plan. To the extent possible, the District has separated the plan operations functions from the employment functions and has safeguards in place to prevent PHI from the plan from going to or being used by an employee's supervisor, manager, or superior to make employment-related decisions.

Complaints

If an employee believes their privacy rights have been violated, they may file a written complaint with the Privacy Officer. No retaliation will occur against the employee for filing a complaint. The contact information for the Privacy Officer is:

District Clerk
Plentywood K-12 Schools
100 E. Laurel Ave.
Plentywood, MT 59254

Policy History:

Adopted on: 08/22/08

Reviewed on:

Revised on:

Plentywood School District

PERSONNEL

5630

Employee Use of Cellular Phones and Other Electronic Devices

The Board recognizes that the use of cellular telephones and other electronic communication devices may be appropriate to help ensure the safety and security of District property, students, staff, and others while on District property or engaged in District-sponsored activities. To this end, the Board authorizes the purchase and employee use of such devices, as deemed appropriate by the Superintendent.

District-owned cellular telephones and other devices will be used for authorized District business purposes. Personal use of such equipment may be prohibited except in emergency situations.

The Board may provide a stipend to district employees for the school use of an employee's personal cell phone provided the stipend be part of the employee's contract.

Use of cellular telephones and other electronic communication devices in violation of Board policies, administrative regulations, and/or state/federal laws will result in discipline up to and including dismissal.

District employees are prohibited from using cell phones or other electronic communication devices while driving or otherwise operating District-owned motor vehicles, or while driving or otherwise operating personally-owned vehicles when transporting students on school-sponsored activities.

Emergency Use

Staff are encouraged to use any available cellular telephone in the event of an emergency that threatens the safety of students, staff or other individuals.

Use of Personal Cell Phones and Communication Devices

Employees are strongly discouraged from using their personal cell phone during the school days. When necessary, employees may use their personal cell phones and similar communication devices only during non-instructional time. In no event shall an employee's use of a cell phone interfere with the employee's job obligations and responsibilities. If such use is determined to have interfered with an employee's obligations and responsibilities, the employee may be disciplined in accordance with the terms of the collective bargaining agreement and Board policies.

Policy History:

Adopted on: 07/13/2010

Reviewed on:

Revised on: 05/10/2016