

ARLEE PUBLIC SCHOOLS

5000 SERIES PERSONNEL

TABLE OF CONTENTS

5010	Equal Employment Opportunity and Non-Discrimination
5012	Sexual Harassment/Sexual Intimidation in the Workplace
5015	Bullying/Harassment/Intimidation
5120	Hiring Process and Criteria
5121	Applicability of Personnel Policies
5122	Fingerprints and Criminal Background Investigations
5130	Staff Health
5140	Classified Employment and Assignment
5210	Assignments, Reassignments, Transfers
5213	Vacancies
5220	Prohibition on Aiding and Abetting Sexual Abuse
5221	Work Day
5222	Evaluation of Non-Administrative Staff
5223	Personal Conduct
5224	Political Activity
5226	Tobacco, Alcohol and Drug-Free Workplace
5228	Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers
5231	Personnel Records
5232	Abused and Neglected Child Reporting
5250	Non-Renewal of Employment/Dismissal from Employment
5251	Resignations
5253	Retirement Programs for Employees
5255	Disciplinary Action
5256	Reduction in Force
5314	Substitutes
5321	Leaves of Absence
5322	Military Leave
5325	Breastfeeding Workplace
5328	Family Medical Leave
5331	Insurance Benefits for Employees
5332	Retirement 403(b) plans
5333	Holidays
5334	Vacations
5334P	Vacation Usage
5336	Compensatory Time and Overtime for Classified Employees
5337	Workers' Compensation Benefits
5338	Payment of Interest on Employer Contributions

5420	Teachers' Aides-Paraeducators
5430	Volunteers
5440	Student Teachers-Interns
5450	Employee Electronic Mail and On-Line Services Usage
5460	Electronic Resources and Social Networking
5500	Payment of Wages Upon Termination
5510	HIPAA
5700	Conflicts of Interest

PERSONNEL

5010

Equal Employment Opportunity and Non-Discrimination

As required by federal law, including but not limited to the Civil Rights Act of 1964, Title IX, and Section 504 and the Americans with Disabilities Act and their regulations The District will provide equal employment opportunities to and will not discriminate in its educational programs or activities, including in the area of employment, with respect to all persons, regardless of their race, color, religion, creed, national origin, sex, age, ancestry, marital status, military status, citizenship status, use of lawful products while not at work, physical or mental handicap or disability, if otherwise able to perform essential functions of a job with reasonable accommodations, and other legally protected categories. For purposes of this policy, “sex” includes sexual orientation and gender identity and expression.

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. Covid-19 vaccine status will not be used as a basis to deny or allow equal opportunity to employment.

Persons who believe they have not received equal employment opportunities or have been retaliated against should report their claims to the building principal. Inquiries regarding sex discrimination or sexual harassment may also be directed to the District’s Title IX Coordinator, the Assistant Secretary for the U.S. Department of Education, or both. Claims of sexual harassment will be handled through the District’s Title IX Sexual Harassment Grievance Procedures. Claims of disability discrimination will be handled through the District’s Section 504 and ADA Grievance Procedure. All other claims will be handled through the Uniform Complaint Protocol. No employee or applicant will be discriminated against because he or she initiated a complaint, was a witness, supplied information or otherwise participated in an investigation or proceeding involving an alleged violation of this policy or State or federal laws. The District reserves the right to take action against any individual who knowingly makes false accusations or knowingly provides false information.

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

Cross Reference: 5015 Bullying/Harassment/Intimidation
 1700 Uniform Complaint Procedure
 Title IX Sexual Harassment Grievance Procedure
 Section 504 and ADA Grievance Procedure

Legal Reference: 29 U.S.C. §§ 621, *et seq.* Age Discrimination in Employment Act
 42 U.S.C. §§ 12111, *et seq.* Americans with Disabilities Act, Title I
 29 U.S.C. § 206(d) Equal Pay Act
 8 U.S.C. §§ 1324(a), *et seq.* Immigration Reform and Control Act

1 29 U.S.C. §§ 791, *et seq* Rehabilitation Act of 1973
2 20 U.S.C. §§ 1681, *et seq.* Title IX of the Education Amendments,
3 34 C.F.R. Part 106 Nondiscrimination on the Basis of Sex in
4 Education
5 Montana Constitution, Art. X, § 1 - Educational goals and duties
6 § 49-2-101, *et seq.*, MCA Human Rights Act
7 House Bill 702 Prohibits Discrimination Based on Vaccine
8 Status
9 § 50-16-502, MCA Legislative findings (*Cited by House Bill*
10 702)
11 *Bostock v. Clayton County*, 140 S. Ct. 1731 (2020)
12
13
14
15

16 Policy History:

17 Adopted on: 10/12/93

18 Reviewed on: 3/10/09, 7/29/19

19 Revised on: 01/10/2012, 9/8/2020, 8/17/2021, 7/18/2023

PERSONNEL

5012

page 1 of 2

Sexual Harassment

The District shall provide employees an environment free of sexual harassment as defined and otherwise prohibited by State and federal law, including Title IX and its implementing regulations, in the educational programs and activities it offers, including the area of employment. Sexual harassment means conduct on the basis of sex that satisfies one or more of the following:

- (1) An employee of the District 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 U.S.C. § 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. § 12291(a)(10), "domestic violence" as defined in 34 U.S.C. § 12291(a)(8), or "stalking" as defined in 34 U.S.C. § 12291(a)(30).

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

Employees should report claims of sexual harassment to the District's Title IX Coordinator and/or use the District's Title IX Sexual Harassment Grievance Procedures. All formal complaints about behavior that may violate this policy shall be addressed through the District's Title IX Sexual Harassment Grievance Procedures. Initiating a complaint of sexual harassment shall not adversely affect the complainant's employment, compensation or work assignments.

Cross References: Title IX Sexual Harassment Grievance Procedures

Legal References:	42 USC § 2000(e) et seq.	Title VII of Civil Rights Act
	20 USC §1681 et seq.	Title IX
	34 C.F.R. Part 106	Nondiscrimination on the Basis of Sex in Education
	§ 49-2-101, et seq. MCA	Human Rights Act
	§ 49-1-102, MCA	Freedom from discrimination
	§ 49-3-201, MCA et seq.	Governmental Code of Fair Practices

Policy History:

Adopted on: 12/9/93

Reviewed on: 3/10/09

Revised on: 7/29/19, 9/8/2020

5 Bullying/Harassment/Intimidation

7 The Board will strive to provide a positive and productive working environment. Bullying,
8 harassment or intimidation between employees or by third parties is strictly prohibited and shall
9 not be tolerated. This includes bullying, harassment or intimidation via electronic
10 communication devices ("cyber bullying").

12 ***Definitions***

- 13 • A "hostile" working environment is one in which the offensive speech or conduct of
14 another person or persons is so severe or pervasive as to interfere with an employee's
15 ability to perform his or her job. To be sufficiently severe, the working environment must
16 be one that a reasonable person would find hostile and abusive. In making its
17 determination, the District shall look at all the circumstances, including the frequency of
18 the offensive speech or conduct; its severity, whether it is physically threatening or
19 humiliating or merely an offensive utterance; and whether it unreasonably interferes with
20 an employee's work performance. To be considered "hostile," the speech or conduct must
21 go beyond rudeness or casual joking, reaching a level of harassment, mockery, ridicule
22 and/or unrelenting teasing. Isolated incidents or petty slights are generally not sufficient
23 to create a hostile working environment. In the absence of any of the conditions described
24 above, actions such as the issuance of a lawful directive, a disciplinary action, a negative
25 performance evaluation, a recommendation for the nonrenewal of an employment
26 contract or the denial for a request for an employment benefit may not constitute the basis
27 for a claim under this policy, but may be pursued through other dispute resolution
28 procedures.
- 29 • "Third parties" include but are not limited to coaches, school volunteers, parents, school
30 visitors, service contractors, or others engaged in District business, such as employees of
31 businesses or organizations participating in cooperative work programs with the District,
32 and others not directly subject to District control at inter-district and intra-District athletic
33 competitions or other school events.
- 34 • "District" includes District facilities, District premises, and non-District property if the
35 employee is at any District-sponsored, District-approved, or District-related activity or
36 function, such as field trips or athletic events, where the employee is engaged in District
37 business.
- 38 • "Harassment, intimidation, or bullying" means any act that substantially interferes with
39 an employee's opportunities or work performance, that takes place on or immediately
40 adjacent to school grounds, at any school-sponsored activity, on school-provided
41 transportation, or anywhere conduct may reasonably be considered to be a threat or an
42 attempted intimidation of a staff member or an interference with school purposes or an
43 educational function, and that has the effect of:
 - 44 ○ Physically harming an employee or damaging an employee's property;
 - 45 ○ Knowingly placing an employee in reasonable fear of physical harm to the
46 employee or damage to the employee's property; or

- Creating a hostile working environment.

- “Electronic communication device” means any mode of electronic communication, including but not limited to computers, cell phones, PDAs, or the internet.

Reporting

All complaints about behavior which allege facts that, if true, could be reasonably found to violate this policy shall be promptly investigated. The investigation may be suspended or terminated if the employee files a claim in another forum making allegations that are the same or similar to those presented in the complaint. 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, who has overall responsibility for such investigations. Complaints against the building principal shall be filed with the Superintendent. Complaints against the Superintendent shall be filed with the Board.

The complainant shall be notified of the findings of the investigation and, as appropriate, that remedial action has been taken.

Responsibilities

The Superintendent shall be responsible for ensuring that notice of this policy is provided to staff and third parties and for the development of administrative regulations, including reporting and investigative procedures, as needed.

Consequences

Staff whose behavior is found to be in violation of this policy will be subject to discipline up to and including dismissal. 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 Superintendent 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.

Cross Reference: 3325 Bullying, Harassment, Intimidation and Hazing

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

Policy History:

Adopted on:

Reviewed on:

Revised on: 3/17/14, 7/14/15, 7/29/19

1 **Arlee Public Schools**

2
3 **PERSONNEL**

5120

page 1 of 2

4
5 Hiring Process and Criteria

6
7 The Superintendent is responsible for recruiting personnel, in compliance with Board policy, and
8 for making hiring recommendations to the Board. The District will hire qualified personnel
9 consistent with Montana law, budget and staffing requirements and in compliance with law on
10 equal employment opportunities and veterans' preference. All applicants must complete a
11 District application form to be considered for employment.

12
13 Every applicant must provide the District with written authorization for a criminal background
14 investigation. The Superintendent will keep any conviction record confidential as required by
15 law and District policy. Every newly hired employee must complete all necessary employment
16 verification forms as required by federal and/or state law.

17
18 ***Certification***

19 The District requires its contracted certified staff to hold valid Montana teacher or specialist
20 certificates endorsed for the roles and responsibilities for which they are employed. Failure to
21 meet this requirement shall be just cause for termination of employment. No salary warrants may
22 be issued to a staff member, unless a valid certificate for the role to which the teacher has been
23 assigned has been registered with the county superintendent within sixty (60) calendar days after
24 a term of service begins. Every teacher and administrator under contract must bring their current,
25 valid certificate to the personnel office at the time of initial employment, as well as at the time of
26 each renewal of certification.

27
28 The personnel office will register all certificates, noting class and endorsement of certificates,
29 and will update permanent records as necessary. The personnel office also will retain a copy of
30 each valid certificate of a contracted certified employee in that employee's personnel file.

31
32
33 Cross Reference: 5122 Fingerprints and Criminal Background Investigation
34 Administrative Procedures

35
36 Legal Reference: § 20-4-202, MCA Teacher and specialist certification registration
37 § 39-29-102, MCA Point preference or alternative preference in
38 initial hiring for certain applicants - -
39 substantially equivalent selection procedure
40 20 USC § 6301 Every Student Succeeds Act
41
42

43 Policy History:

44 Adopted on:

45 Reviewed on:

46 Revised on: 3/10/09, 7/29/19

1 **Arlee Public Schools**

2
3 **PERSONNEL**

5121

4
5 Applicability of Personnel Policies

6
7 Except where expressly provided to the contrary, personnel policies apply uniformly to the
8 employed staff of the District. However, where there is a conflict between terms of a collective
9 bargaining agreement and District policy, the law provides that the terms of the collective
10 bargaining agreement shall prevail for staff covered by that agreement.

11
12 Board policies will govern when a matter is not specifically provided for in an applicable
13 collective bargaining agreement.
14
15

16
17 Legal Reference: § 39-31-102, MCA Chapter not limit on legislative authority
18

19 Policy History:

20 Adopted on: 12/13/01

21 Reviewed on: 7/29/19

22 Revised on: 3/10/09

5122
page 1 of 2

Fingerprints and Criminal Background Investigations

Revised on: 11/9/07, 3/10/09, 7/29/19

1 **Arlee Public Schools**

2
3 **PERSONNEL**

5130

page 1 of 2

4
5 Staff Health

6
7 Medical Examinations

8
9 Through its overall safety program and various policies pertaining to school personnel, the Board
10 will promote the safety of employees during working hours and assist them in the maintenance
11 of good health. The Board will encourage all its employees to maintain optimum health through
12 the practice of good health habits.

13
14 The Board may require physical examinations of its employees, under circumstances defined
15 below. The District will maintain results of physical examinations in medical files separate from
16 the employee's personnel file and will release them only as permitted by law.

17
18 Physical Examinations

19
20 The District participates in a Pre-Placement Physical Program for all custodial and maintenance
21 personnel and other positions deemed inclusive of this policy as determined by specific Board
22 action. Subsequent to a conditional offer of employment in a position for which the District may
23 require participation in a pre-placement physical but before commencement of work, the District
24 may require an applicant to have a medical examination and to meet any other health
25 requirements which may be imposed by the state. The District may condition an offer of
26 employment on the results of such examination, if all employees who received a conditional
27 offer of employment in the applicable job category are subject to such examination. The report
28 shall certify the employee's ability to perform the job-related functions of the position for which
29 the employee is being considered. Such examination shall be used only to determine whether the
30 applicant is able to perform with reasonable accommodation job-related functions.

31
32 All bus drivers, whether full-time, regular part-time, or temporary part-time, are required by state
33 law to have a satisfactory medical examination before employment.

34
35 Communicable Diseases

36
37 If a staff member has a communicable disease and has knowledge that a person with
38 compromised or suppressed immunity attends the school, the staff member must notify the
39 school nurse or other responsible person designated by the Board of the communicable disease
40 which could be life threatening to an immune-compromised person. The school nurse or other
41 responsible person designated by the Board must determine, after consultation with and on the
42 advice of public health officials, if the immune-compromised person needs appropriate
43 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 the employee is 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 so that precautions may be taken to protect the health of others. The District reserves the right to require a statement from an employee's primary care provider, before the employee may return to work.

Confidentiality

In all instances, District personnel will respect an 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 will be collected and maintained on separate forms and in separate medical files and will 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 workplace accommodation for the staff person) will be provided necessary medical information.

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

Legal Reference:	29 U.S.C. 794, Section 504 of the Rehabilitation Act	
	42 U.S.C. 12101, et seq.	Americans with Disabilities Act
	29 CFR, Section 1630.14(c)(1)(2)(3)	Examination of employees
	Title 49, Chapter 2, MCA	Illegal Discrimination
	Title 49, Chapter 4, MCA	Rights of Persons With Disabilities
	§ 20-10-103(4), MCA	School bus driver qualifications
	ARM 37.114.1010	Employee of School: Day Care
		Facility Care Provider
	ARM 37.111.825	Health Supervision and Maintenance

Policy History:

Adopted on:

Reviewed on:

Revised on: 7/29/19

Each classified employee will be employed under a written contract of a specified term, with a beginning and ending date. The employee will have no expectation of continued employment at the end of the contract term. Employees will be subject to a 6-month probationary period.

The Board will determine salary and wages for classified personnel.

Good cause' means any reasonable job-related grounds for an employee's dismissal based on: (a) the employee's failure to satisfactorily perform job duties; (b) the employee's disruption of the employer's operation; (c) the employee's material or repeated violation of an express provision of the employer's written policies; or (d) other legitimate business reasons determined by the employer while exercising the employer's reasonable business judgment.

Policy History:

Reviewed on: 7/29/19

Revised on: 11/6/01, 8/8/05, 3/10/09, 01/10/2012, 8/17/2021

1 **Arlee Public Schools**

2
3 **PERSONNEL**

5210

4
5 Assignments, Reassignments, Transfers

6
7 The Superintendent may assign, reassign, and/or transfer positions and duties of all staff.
8 Teachers will be assigned at the levels and in the subjects for which they are licensed and
9 endorsed, or for which they are enrolled in an internship as defined in ARM 10.55.602 and meet
10 the requirements of ARM 10.55.607. The Superintendent will provide for a system of
11 assignment, reassignment, and transfer of classified staff, including voluntary transfers and
12 promotions. Nothing in this policy prevents reassignment of a staff member during a school
13 year.

14
15 ***Classified Staff***

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

19
20 ***Certified***

21 Notice of their teaching assignments relative to grade level, building, and subject area will be
22 given to teachers before the beginning of the school year.

23
24 Provisions governing vacancies, promotions, and voluntary or involuntary transfers may be
25 found in negotiated agreements or employee handbooks.

26
27 Legal Reference: *Bonner School District No. 14 v. Bonner Education Association, MEA-*
28 *MFT, NEA, AFT, AFL-CIO, (2008) 2008 MT 9*
29 ARM 10.55.602 Definition of Internship
30 ARM 10.55.607 Internships

31 Policy History:

32 Adopted on: 3/10/09

33 Reviewed on: 7/29/19

34 Revised on: 3/17/2014

1 **Arlee Public Schools**

3 **PERSONNEL**

5213

5 Vacancies

7 When the District determines that a vacancy exists for certified personnel, the administration will
8 follow the procedures as outlined in the current collective bargaining agreement.

10 Vacancies may be advertised in-District only or they may be advertised in-District and through
11 job service, Career Services at a college or university, local public advertising, and, where
12 appropriate and if time permits, through a broader regional and/or national basis. A vacancy
13 need not be advertised, as determined by the Superintendent.

17 Policy History:

18 Adopted on: 3/10/09

19 Reviewed on: 7/29/19

20 Revised on:

1 **Arlee Public Schools**

2
3 **PERSONNEL**

5220

4
5 Prohibition on Aiding and Abetting Sexual Abuse

6
7 The District prohibits any individual who is a school employee, trustee, officer, contractor, or
8 agent from assisting a current or former school employee, contractor, or agent in obtaining a new
9 job who knows or has probable cause to believe that such person engaged in sexual misconduct
10 regarding a minor or student in violation of law. Assisting a person in obtaining a new job
11 employment does not include the routine transmission of administrative or personnel files.
12

13 This prohibition does not apply if the information giving rise to probable cause:

- 14 1. Has been properly reported to a law enforcement agency with jurisdiction over the
15 alleged misconduct and any other authorities required by federal, state or local law,
16 including, but not limited to Title IX; and
17 2. One of the following three circumstances has occurred:
18 a. the matter has been officially closed or the prosecutor or police with jurisdiction
19 over the alleged misconduct has investigated the allegations and notified school
20 officials there is insufficient information to establish probable cause that the
21 school employee, contractor, or agent engaged committed or attempted, solicited,
22 or conspired to commit the violation of local, state, and/or federal law involving
23 in sexual misconduct regarding a minor or student in violation of law;
24 b. the school employee, contractor, or agent has been charged with, and acquitted or
25 otherwise exonerated of the alleged misconduct; or
26 c. the case or investigation remains open and there have been no charges filed
27 against or indictment of the school employee, contractor, or agent more than four
28 years from the date the information was reported to law enforcement.
29
30

31 Legal References: §§ 8038, 8556 Every Student Succeeds Act
32 Title IX, 20 U.S.C. 1681 *et seq.*
33 MCA § 20-4-110
34 MCA §45-5-501, *et seq.*
35 MCA §41-3-101 *et seq.*
36 Senate Bill 132
37
38

39 Cross References: Board Policy 5012
40

41 Policy History:

42 Adopted on: 7/29/19

43 Revised on:
44

1 **Arlee Public Schools**

2
3 **PERSONNEL**

5221

4
5 Work Day

6
7 Length of Work Day - Certified Staff

8
9 The normal work day for teachers will be from 7:30 a.m. until 4:15 p.m., Monday through
10 Thursday. The work day is not to exceed 8.75 hours. The work day is generally exclusive of
11 lunch and extracurricular assignments but inclusive of preparation time and assigned duties.
12

13 Length of Work Day - Classified Staff

14
15 The length of a work day for classified staff, who are employed in the positions covered in the
16 current classified collective bargaining agreement, are governed by the language in that
17 agreement. Classified employees in positions not covered under the classified bargaining
18 agreement have the following work schedule:

19 Paraprofessionals: 7:30 am to 4:15pm, Monday through Thursday

20 District Office: Clerk and Assistant Clerk: work a total of 40 hours per week.
21

22 Normal office hours in the District will be 8:00 a.m. to 5:00 p.m., Monday through Thursday.
23
24
25

26 Legal Reference:	29 USC 201 to 219	Fair Labor Standards Act of 1985
	29 CFR 516, et seq.	Records to be kept by employers
	§ 39-3-405, MCA	Overtime compensation
	§ 39-4-107, MCA	State and municipal governments, school
		districts, mines, mills, and smelters
	10.65.103(2), ARM	Program of Approved Pupil Instruction-
		Related Days
	24.16.101, et seq., ARM	Wages and Hours

34

35 Policy History:

36 Adopted on: 3/10/09

37 Reviewed on: 7/29/19

38 Revised on:

PERSONNEL

5222

Evaluation of Non-Administrative Staff

Each non-administrative staff member's job performance will be evaluated by the staff member's direct supervisor. Certified staff members may be evaluated according to the terms stated in the current collective bargaining agreement if applicable. 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. Employees have a right to access to the evaluation instrument and a right to respond in writing to the completed evaluation.

Employees shall be evaluated on a regular basis. Classified employees shall be provided performance feedback at least once each year. The Superintendent shall designate who shall perform the evaluations of each employee; normally they will be done by the employee's supervisor. The Superintendent will develop an evaluation instrument for each position within the District.

For employees covered by a negotiated agreement, there may be additional considerations or conditions defined in that document. In such situations, those aspects will be used to guide the evaluation process. Where a specific conflict exists between those agreements and this policy, the requirements of the negotiated agreement shall prevail.

Legal Reference: 10.55.601, ARM
10.55.724, ARM

Accreditation Standards: Procedures
Evaluation

Policy History:

Adopted on: 6/8/2000

Reviewed on: 3/10/09, 7/29/19

Revised on: 3/17/2014, 7/18/2023

1 **Arlee Public Schools**

2
3 **PERSONNEL**

5223

4
5 Personal Conduct

6
7 Employees are expected to maintain high standards of honesty, integrity, and impartiality in the
8 conduct of District business.

9
10 In accordance with state law, an employee should not dispense or utilize any information gained
11 from employment with the District, accept gifts or benefits, or participate in business enterprises
12 or employment that creates a conflict of interest with the faithful and impartial discharge of the
13 employee's District duties. A District employee, before acting in a manner which might impinge
14 on any fiduciary duty, may disclose the nature of the private interest which would create a
15 conflict. Care should be taken to avoid using or avoid the appearance of using official positions
16 and confidential information for personal advantage or gain.

17
18 Further, employees are expected to hold confidential all information deemed not to be for public
19 consumption as determined by state law and Board policy. Employees also will respect the
20 confidentiality of people served in the course of an employee's duties and use information gained
21 in a responsible manner. The Board may discipline, up to and including discharge, any
22 employee who discloses confidential and/or private information learned during the course of the
23 employee's duties or learned as a result of the employee's participation in a closed (executive)
24 session of the Board. Discretion should be used even within the school system's own network of
25 communication.

26
27 No public officer or public employee shall retaliate against or condone or threaten to retaliate against an
28 individual who, in good faith, alleges waste, fraud or abuse.

29
30 Administrators and supervisors may set forth specific rules and regulations governing staff
31 conduct on the job within a particular building.

32
33
34
35 Legal Reference: § 20-1-201, MCA School officers not to act as agents
36 House Bill 208 Retaliation Unlawful

37
38 Policy History:

39 Adopted on: 6/13/02

40 Reviewed on: 3/10/09

41 Revised on: 7/29/19

1 **Arlee Public Schools**

2
3 **PERSONNEL**

5224

4
5 Political Activity

6
7 The Board recognizes its employees' rights of citizenship, including but not limited to engaging
8 in political activities. A District employee may seek an elective office, provided the employee
9 does not campaign on school property during working hours, and provided all other legal
10 requirements are met. The District assumes no obligation beyond making such opportunities
11 available. An employee elected to office is entitled to take a leave of absence without pay, in
12 accordance with the provisions of § 2-18-620, MCA.

13
14 No person, in or on District property, may attempt to coerce, command, or require a public
15 employee to support or oppose any political committee, the nomination or election of any person
16 to public office, or the passage of a ballot issue.

17
18 No District employee may solicit support for or in opposition to any political committee, the
19 nomination or election of any person to public office, or the passage of a ballot issue, while on
20 the job or in or on District property.

21
22 Nothing in this policy is intended to restrict the right of District employees to express their
23 personal political views.
24
25
26

27 Legal Reference: 5 USC 7321, et seq. Hatch Act
28 § 2-18-620, MCA Mandatory leave of absence for employees holding
29 public office – return requirements
30 § 13-35-226, MCA Unlawful acts of employers and employees
31

32 Policy History:

33 Adopted on: 3/10/09

34 Reviewed on: 7/29/19

35 Revised on:

1 **Arlee School District**

2
3 **PERSONNEL**

5226
page 1 of 2

4
5 Tobacco, Marijuana, Alcohol and Drug-Free Workplace

6
7 All District workplaces are tobacco-, marijuana-, drug-, and alcohol-free. All employees are
8 prohibited from:

- 9
- 10 1. Smoking or otherwise using a tobacco product, vapor product, alternative nicotine
11 product, or marijuana product (tobacco includes, but is not limited to, cigarettes, cigars,
12 snuff, smoking tobacco, smokeless tobacco, or any other tobacco or nicotine innovation)
13 (marijuana products include but are not limited to edible products, ointments, tinctures,
14 marijuana derivatives, marijuana concentrates, and marijuana intended for use by
15 smoking or vaping) while on District property or while performing work for the District;
 - 16 2. Unlawfully manufacturing, dispensing, distributing, possessing, using, or being under the
17 influence of a controlled substance while on District premises or while performing work
18 for the District, including employees possessing a “medical marijuana” card.
 - 19 3. Distributing, consuming, using, possessing, or being under the influence of alcohol while
20 on District premises or while performing work for the District.

21
22 Nothing herein prohibits an employee from using a smoking cessation product on school
23 property. Upon prior notice and approval by a building administrator, a teacher or other
24 employee may possess a tobacco product, vapor product, or alternative nicotine product in a
25 classroom or otherwise on school property as part of a lecture, demonstration, or educational
26 forum concerning the risks associated with the use of a tobacco product, vapor product, or
27 alternative nicotine product.

28
29 For purposes of this policy, a controlled substance is one that is:

- 30
- 31 1. Not legally obtainable;
 - 32 2. Being used in a manner other than as prescribed;
 - 33 3. Legally obtainable but has not been legally obtained; or
 - 34 4. Referenced in federal or state controlled-substance acts.

35
36 As a condition of employment, each employee will:

- 37
- 38 1. Abide by the terms of the District policy respecting a drug- and alcohol-free workplace;
39 and
 - 40 2. Notify his or her supervisor of his or her conviction under any criminal drug statute, for a
41 violation occurring on District premises or while performing work for the District, no
42 later than five (5) days after such conviction.

43
44 In order to make employees aware of dangers of drug and alcohol abuse, the District will

endeavor to:

1. Provide each employee with a copy of the District drug- and alcohol-free workplace policy;
2. Post notice of the District drug- and alcohol-free workplace policy in a place where other information for employees is posted;
3. Enlist the aid of community and state agencies with drug and alcohol informational and rehabilitation programs, to provide information to District employees; and
4. Inform employees of available drug and alcohol counseling, rehabilitation, reentry, 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 will take disciplinary action with respect to an employee convicted of a drug offense in the workplace, within thirty (30) days of receiving notice of a conviction.

Should District employees be engaged in the performance of work under a federal contract or grant, or under a state contract or grant, the Superintendent will notify the appropriate state or federal agency from which the District receives contract or grant moneys of an employee's conviction, within ten (10) days after receiving notice of the conviction.

Legal Reference:	41 USC §§ 702, 703, 706	Drug-free workplace requirements for Federal grant recipients
	§ 20-1-220, MCA	Use of tobacco products in public school building or on public school property prohibited (<i>revised by House Bill 128</i>)
	§ 50-46-205(2)(b), MCA	Limitations of Medical Marijuana Act

Policy History:

Adopted on:

Reviewed on:

Revised on: 6/8/2010, 7/18/2023

PERSONNEL

5228

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 federal law. 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 Testing

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.

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 Testing

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 where there is bodily injury or vehicle damage.

Drivers shall make themselves readily available for testing, absent the need for immediate medical attention. No such driver shall use alcohol for 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 2 hours or if a drug test is not administered within 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 8 hours after the accident for alcohol or within 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

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2
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4
5 are obtained by the District. Breath tests will validate only the alcohol test and cannot be used to
6 fulfill controlled substance testing obligations.
7

8 Tests conducted by authorized federal, state, or local officials will fulfill post-accident testing
9 requirements, provided they conform to applicable legal requirements and are obtained by the
10 District. Breath tests will validate only the alcohol test and cannot be used to fulfill controlled
11 substance testing obligations.
12

13 *Random Tests* 14

15 Tests shall be conducted on a random basis at unannounced times throughout the year. Tests for
16 alcohol shall be conducted just before, during, or just after the performance of safety-sensitive
17 functions. The number of random alcohol tests annually must equal 25% of the average number
18 of driver positions. The number of random drug tests annually must equal 50% of the average
19 number of driver positions. Drivers shall be selected by a scientifically valid random process,
20 and each driver shall have an equal chance of being tested each time selections are made.
21

22 *Reasonable Suspicion Tests* 23

24 Tests shall be conducted when a supervisor or District official trained in accordance with law has
25 reasonable suspicion that the driver has violated the District's alcohol or drug prohibitions. This
26 reasonable suspicion must be based on specific, contemporaneous, articulable observations
27 concerning the driver's appearance, behavior, speech, or body odors. The observations may
28 include indications of the chronic and withdrawal effects of controlled substances.
29

30 Alcohol tests are authorized for reasonable suspicion only if the required observations are made
31 during, just before, or just after the period of the work day when the driver must comply with
32 alcohol prohibitions. An alcohol test may not be conducted by the person who determines that
33 reasonable suspicion exists to conduct such a test. If an alcohol test is not administered within 2
34 hours of a determination of reasonable suspicion, the District shall prepare and maintain a record
35 explaining why this was not done. Attempts to conduct alcohol tests shall terminate after 8
36 hours. A supervisor or District official who makes observations leading to a controlled
37 substance reasonable suspicion test shall make a written record of his/her observations within 24
38 hours of the observed behavior or before the results of the drug test are released, whichever is
39 earlier.
40

41 *Enforcement* 42

43 Any driver who refuses to submit to a post-accident, random, reasonable suspicion or follow-up
44 test shall not perform or continue to perform safety-sensitive functions, and will be subject to
45 discipline up to and including termination. Drivers who test positive for alcohol or drugs shall
46 be subject to disciplinary action up to and including termination. A driver who violates District

1 prohibitions related to drugs and alcohol shall receive from the District the names, addresses, and
2 telephone numbers of substance abuse professionals and counseling and treatment programs
3 available to evaluate and resolve drug and alcohol-related problems. The employee shall be
4 evaluated by a substance abuse professional who shall determine what help, if any, the driver
5 needs in resolving such a problem. Any substance abuse professional who determines that a
6

7
8 driver needs assistance shall not refer the driver to a private practice, person, or organization in
9 which he/she has a financial interest, except under circumstances allowed by law.
10

11 An employee identified as needing help in resolving a drug or alcohol problem shall be evaluated
12 by a substance abuse professional to determine that he or she has properly followed the
13 prescribed rehabilitation program and shall be subject to unannounced follow-up tests if
14 permitted to return to work.
15

16 *Return to Duty Tests* 17

18 A drug or alcohol test shall be conducted when a driver who has violated the District's drug or
19 alcohol prohibition returns to performing safety-sensitive duties. Employees whose conduct
20 involved drugs cannot return to duty in a safety-sensitive function until the return-to-duty drug
21 test produces a verified negative result. Employees whose conduct involved alcohol cannot
22 return to duty in a safety-sensitive function until the return-to-duty alcohol test produces a
23 verified result that meets federal and District standards.
24

25 *Follow Up Tests* 26

27 A driver who violates the District's drug or alcohol prohibition and is subsequently identified by
28 a substance abuse professional as needing assistance in resolving a drug or alcohol problem shall
29 be subject to unannounced follow-up testing as directed by the substance abuse professional in
30 accordance with law. Follow-up alcohol testing shall be conducted just before, during, or just
31 after the time when the driver is performing safety-sensitive functions.
32

33 *Records* 34

35 Employee drug and alcohol test results and records shall be maintained under strict
36 confidentiality and released only in accordance with law. Upon written request, a driver shall
37 receive copies of any records pertaining to his/her use of drugs or alcohol, including any records
38 pertaining to his/her drug or alcohol tests. Records shall be made available to a subsequent
39 employer or other identified persons only as expressly requested in writing by the driver.
40

41 *Notifications* 42

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

- the person designated by the District to answer driver questions about the materials;
- the categories of drivers who are subject to the Code of Federal Regulations, Title 49, Part 382;
- 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;
- specific information concerning driver conduct that is prohibited by Part 382;
- the circumstances under which a driver will be tested for drugs and/or alcohol under Part 382;
- 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;
- the requirement that a driver submit to drug and alcohol tests administered in accordance with Part 382;
- an explanation of what constitutes a refusal to submit to a drug or alcohol test and the attendant consequences;
- 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;
- the consequences for drivers found to have an alcohol concentration of 0.02 or greater but less than 0.04; and
- 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.

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:

1. A verified positive, adulterated, or substituted drug test result;
2. An alcohol confirmation test with a concentration of 0.04 or higher;
3. A refusal to submit to any test required by law;
4. An employer's report of actual knowledge, as defined in law;
5. On duty alcohol use;
6. Pre-duty alcohol use;
7. Alcohol use following an accident;
8. Controlled substance use;
9. A substance abuse professional report of the successful completion of the return-to-duty process;
10. A negative return-to-duty test; and
11. 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. The District shall notify a driver of the results of a pre-employment drug test if the driver requests such results within 60 calendar days of being notified of the disposition of his/her employment application.

1 The District shall notify a driver of the results of random, reasonable suspicion, and post-
2 accident drug tests if the test results are verified positive. The District shall also tell the driver
3 which controlled substance(s) were verified as positive. Drivers shall inform their supervisors if
4 at any time they are using a controlled substance which their physician has prescribed for
5 therapeutic purposes. Such a substance may be used only if the physician has advised the driver
6 that it will not adversely affect his/her ability to safely operate a commercial motor vehicle.

7
8 *Clearinghouse*
9

10 The District will comply with the requirements of the Commercial Driver's License Drug and
11 Alcohol Clearinghouse. The District and transportation service providers are called upon to
12 report DOT drug and alcohol testing program violations to the Clearinghouse. Drivers must be
13 notified that any information subject to disclosure will be submitted to the Clearinghouse in
14 accordance with this policy and applicable regulations.
15
16
17

18 Legal Reference: 49 USC § 31306 Alcohol and Controlled Substances Testing
19 49 C.F.R. Parts 40 (Procedures for Transportation Workplace Drug and Alcohol Testing
20 Programs), 382 (Controlled substance and alcohol use and testing), and 395 (Hours of service of
21 drivers)
22
23

24 Policy History:

25 Adopted on: 3/10/09

26 Reviewed on: 7/29/19

27 Revised on: 8/17/2021

1 **Arlee Public Schools**

2
3 **PERSONNEL**

5231

4
5 Personnel Records

6
7 The District maintains a complete personnel record for every current and former employee. The
8 employees' personnel records will be maintained in the District's administrative office, under the
9 Superintendent's direct supervision. Employees will be given access to their personnel records,
10 in accordance with guidelines developed by the Superintendent.

11
12 In addition to the Superintendent or other designees, the Board may grant a committee or a
13 member of the Board access to cumulative personnel files. When specifically authorized by the
14 Board, counsel retained by the Board or by the employee will also have access to a cumulative
15 personnel file.

16
17 In accordance with federal law, the District shall release information regarding the professional
18 qualifications and degrees of teachers and the qualifications of paraprofessionals to parents upon
19 request, for any teacher or paraprofessional who is employed by a school receiving Title I funds,
20 and who provides instruction to their child at that school.

21
22 Personnel records must be kept for 10 years after termination.

23
24
25 Legal Reference: Admin. R. Mont. 10.55.701(5) Board of Trustees
26 Admin. R. Mont. 10.55.724 Evaluation
27 § 20-1-212(2), MCA Destruction of records by school
28 officer
29

30 Policy History:

31 Adopted on: 11/13/02

32 Reviewed on:

33 Revised on: 7/18/2023

1 **Arlee Public Schools**

2
3 **PERSONNEL**

5232

4
5 Abused and Neglected Child Reporting

6
7 A District employee who has reasonable cause to suspect that a student may be an abused or
8 neglected child shall report such a case to the Montana Department of Public Health and Human
9 Services and notify the Superintendent or principal that a report has been made. An employee
10 does not discharge the obligation to personally report by notifying the Superintendent or
11 principal.

12
13 Any District employee who fails to report a suspected case of abuse or neglect to the Department
14 of Public Health and Human Services, or who prevents another person from doing so, may be
15 civilly liable for damages proximately caused by such failure or prevention and is guilty of a
16 misdemeanor. The employee will also be subject to disciplinary action up to and including
17 termination.

18
19 When a District employee makes a report, the DPHHS may share information with that
20 individual or others as stated in 41-3-201(5). Individuals who receive information pursuant to
21 the above named subsection (5) shall maintain the confidentiality of the information as required
22 in 41-3-205.

23
24
25 Legal Reference: § 41-3-201, MCA Reports
26 § 41-3-202, MCA Action on reporting
27 § 41-3-203, MCA Immunity from liability
28 § 41-3-205, MCA Confidentiality – disclosure exceptions
29 § 41-3-207, MCA Penalty for failure to report
30

31 Policy History:

32 Adopted on: 3/10/09
33 Reviewed on: 7/29/19
34 Revised on: 06/11/13

1 **Arlee Public Schools**

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3 **PERSONNEL**

5250

4
5 Non-Renewal of Employment/Dismissal From Employment

6
7 The Board, after receiving the recommendations of the Superintendent, will determine the non-
8 renewal or termination of certified and classified staff, in conformity with state statutes and
9 applicable District policy.

10
11
12
13 Cross Reference: 5140 Classified Employment and Assignment

14
15 Legal Reference: § 20-4-204, MCA Termination of tenure teacher services
16 § 20-4-206, MCA Notification of nontenure teacher reelection –
17 acceptance – termination.
18 § 20-4-207, MCA Dismissal of teacher under contract

19
20 Policy History:

21 Adopted on:

22 Reviewed on: 3/10/09, 7/29/19

23 Revised on:

1 **Arlee Public Schools**

3 **PERSONNEL**

5251

5 Resignations

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

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

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

19 Policy History:

20 Adopted on: 3/10/09

21 Reviewed on: 7/29/19

22 Revised on:

1 **Arlee Public Schools**

2
3 **PERSONNEL**

5253

4
5 Retirement Programs for Employees

6
7 All District employees shall participate in retirement programs under the Federal Social Security
8 Act and either the Teachers' Retirement System or the Public Employees' Retirement System in
9 accordance with state retirement regulations.

10
11 Certified employees who intend to retire at the end of the current school year should notify the
12 Superintendent in writing according to terms of the current collective bargaining agreement.

13
14 Those employees intending to retire, who are not contractually obligated to complete the school
15 year, should notify the Superintendent as early as possible and no less than sixty (60) days before
16 their retirement date.

17
18 The relevant and most current negotiated agreements for all categories of employees shall
19 specify severance stipends and other retirement conditions and benefits.

20
21 The District will contribute to the PERS whenever a classified employee is employed for more
22 than the equivalent of one hundred twenty (120) full days (960 hours) in any one (1) fiscal year.
23 Part-time employees who are employed for less than 960 hours in a fiscal year may elect PERS
24 coverage, at their option and in accordance with § 19-3-412, MCA.

25
26
27
28 Legal Reference: Title 19, Chapter 1, MCA Social Security
29 Title 19, Chapter 3, MCA Public Employees' Retirement System
30 Title 19, Chapter 20, MCA Teachers' Retirement

31
32 Policy History:

33 Adopted on: 3/10/09

34 Reviewed on: 7/29/19

35 Revised on:

1 **Arlee Public Schools**

3 **PERSONNEL**

5255

5 Disciplinary Action

7 District employees who fail to fulfill their job responsibilities or to follow reasonable directions of their
8 supervisors, or who conduct themselves on or off the job in ways that affect their effectiveness on the job,
9 may be subject to discipline. Behavior, conduct, or action that may call for disciplinary action or
10 dismissal includes but is not limited to reasonable job-related grounds based on a failure to satisfactorily
11 perform job duties, disruption of the District's operation, or other legitimate reasons.

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

18 The District's restrictions on students who have brought to, or possess a firearm at, any setting that is
19 under the control and supervision of the school district and a student who has been found to have
20 possessed, used or transferred a weapon on school district property apply to all employees of the District
21 pursuant to Policy 3311.

23 The Superintendent is authorized to immediately suspend a staff member.

26 Cross Reference Policy 3311 Firearms and Weapons

30 Legal Reference: § 20-3-210, MCA Controversy appeals and hearings
31 § 20-3-324, MCA Powers and duties
32 § 20-4-207, MCA Dismissal of teacher under contract
33 § 39-2-903, MCA Definitions
34 *Johnson v. Columbia Falls Aluminum Company LLC*, 2009 MT 108N.

36 Policy History:

37 Adopted on: 2/8/11

38 Reviewed on: 7/29/19

39 Revised on:

1 **Arlee Public Schools**

2
3 **PERSONNEL**

5256

4
5 Reduction in Force

6
7 The Board has exclusive authority to determine the appropriate number of employees. A
8 reduction in certified employees may occur as a result of but not be limited to changes in the
9 education program, staff realignment, changes in the size or nature of the student population,
10 financial considerations, or other reasons deemed relevant by the Board.

11
12 The Board will follow the procedure stated in the current collective bargaining agreement when
13 considering a reduction in force. The reduction in certified employees, other than administrators,
14 will generally be accomplished through normal attrition when possible. The Board may
15 terminate certified employees, if normal attrition does not meet the required reduction in force.

16
17 The Board will consider performance evaluations, staff needs, and other reasons it deems
18 relevant, in determining order of dismissal when it reduces classified staff or discontinues some
19 type of educational service.

20
21
22
23 Cross Reference: 5250 Non-Renewal of Employment/Dismissal From Employment

24
25 Legal Reference: § 20-4-206, MCA Notification of nontenure teacher reelection –
26 acceptance – termination

27
28 Policy History:

29 Adopted on: 3/10/09

30 Reviewed on: 7/29/19

31 Revised on:

1 **Arlee Public Schools**

2
3 **PERSONNEL**

5314

4
5 Substitutes

6
7 The Board authorizes the use of substitute teachers as necessary to replace teachers who are
8 temporarily absent. The principal or secretary shall arrange for the substitute to work for the
9 absent teacher. Under no condition is a teacher to select or arrange for a private substitute.

10
11 The Board annually establishes a daily rate of pay for substitute teachers. No fringe benefits are
12 given to substitute teachers.

13
14 Substitutes for classified positions will be paid by the hour. When a classified employee is called
15 upon to substitute for a teacher, the teacher sub rate shall apply unless the classified rate of pay is
16 higher.

17
18 All substitute teachers will be required to undergo fingerprint and background checks. *The Board*
19 *may pass a motion waiving, in whole or in part, this requirement, if the non-licensed substitute*
20 *has previous teaching or substitute teaching experience in an accredited public school in*
21 *Montana prior to November 28, 2002.*

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23
24
25 Policy History:

26 Adopted on: 1/13/98

27 Reviewed on: 11/6/01, 7/29/19

28 Revised on: 3/10/09

1 **Arlee Public Schools**

2
3 **PERSONNEL**

5321

page 1 of 2

4
5 Leaves of Absence

6
7 Sick and Bereavement Leave

8
9 Certified employees will be granted sick leave according to terms of their collective bargaining
10 agreement.

11
12 Classified employees will be granted sick leave benefits in accordance with § 2-18-618, MCA.
13 For classified staff, “sick leave” is defined as a leave of absence, with pay, for a sickness
14 suffered by an employee or an employee’s immediate family. Sick leave may be used by an
15 employee when they are unable to perform job duties because of:

- 16
- 17 • A physical or mental illness, injury, or disability;
 - 18 • Maternity or pregnancy-related disability or treatment, including a prenatal care, birth, or
19 medical care for the employee or the employee’s child;
 - 20 • Parental leave for a permanent employee as provided in § 2-18-606, MCA;
 - 21 • Quarantine resulting from exposure to a contagious disease;
 - 22 • Examination or treatment by a licensed health care provider;
 - 23 • Short-term attendance, in an agency’s discretion to care for a person (who is not the
24 employee or a member of the employee’s immediate family) until other care can
25 reasonably be obtained;
 - 26 • Necessary care for a spouse, child or parent with a serious health condition, as defined in
27 the Family and Medical Leave Act of 1993; or
 - 28 • Death or funeral attendance of an immediate family member or, at an agency’s discretion,
29 another person.
- 30

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

34
35 It is understood that seniority will accumulate while a teacher or employee is utilizing sick leave
36 credits. Seniority will not accumulate, unless an employee is in a paid status. Abuse of sick leave
37 is cause for disciplinary action up to and including termination.

38
39 An employee who has suffered a death in the immediate family will be eligible for bereavement
40 leave. The Superintendent has the authority to grant bereavement leave for up to five (5) days.
41 Bereavement leave longer than five (5) days must be approved by the Board. Such leave will not
42 exceed three (3) months unless prescribed by a physician.

43
44 Personal Leave

45
46 Teachers will be granted personal and emergency leave according to terms of the current

collective bargaining agreement. Classified employees will be granted up to two (2) days of paid personal leave per year.

Emergency/ Bereavement Leave

Classified employees will be granted up to five (5) days per year for emergencies or bereavement. This leave will be deducted from medical leave.

Civic Duty Leave

Leaves for service on either a jury or in the Legislature will 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.

An employee who is summoned to jury duty or subpoenaed to serve as a witness may elect to receive regular salary or to take annual leave during jury time. An employee who elects not to take annual leave, however, must remit to the District all juror and witness fees and allowances (except for expenses and mileage). The District may request the court to excuse an employee from jury duty, when an employee is needed for proper operation of the school.

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: 2/12/98

Reviewed on: 12/13/01, 9/12/05, 9/14/05, 7/29/19

Revised on: 3/10/09

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5322

5

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.

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

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

2 All requests for military leave will be submitted to the Superintendent, in writing, accompanied
3 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.

3	Legal Reference:	38 U.S.C. §§ 4301-4333	The Uniformed Services Employment and
4			Reemployment Act of 1994
5		§10-1-1004, MCA	Rights under federal law
6		§10-1-1005, MCA	Prohibition against employment
7			discrimination
8		§10-1-1006, MCA	Entitlement to leave of absence
9		§10-1-1007, MCA	Right to return to employment without loss
0			of benefits – exceptions – definition
1		§10-1-1009, MCA	Paid military leave for public employees

43 Policy History:

44 Adopted on: 2/13/07

45 Reviewed on: 3/10/09, 7/29/19

46 Revised on:

PERSONNEL

5325

Breastfeeding in the 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 will 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 who needs to express milk for the employee's child, if breaks are currently allowed. If breaks are not currently allowed, the District shall consider each case and make accommodations as possible. Supervisors are encouraged to consider flexible schedules when accommodating employee's needs.

The school will provide reasonable accommodations for students and staff on the school campus to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. Employees and students shall be provided the use of a clean, comfortable space or "Lactation Area." A toilet shall not serve as the lactation area.

The Lactation Area will:

- be shielded from view and free from intrusion from the public, students, and other staff
- be equipped with an electrical outlet
- have access to a place to store expressed breast milk safely
- be in close proximity to the employee's work area, if possible
- contain comfortable seating.

Legal References:	§ 39-2-215, MCA	Public employer policy on support of women and breastfeeding – unlawful discrimination
	§ 39-2-216, MCA	Private place for nursing mothers
	§ 39-2-217, MCA	Break time for nursing
	§ 50-19-501, MCA	Nursing mother and infant protection
	37.111.811(1)(g) ARM	Physical Requirements

Cross References:	Policy 1085	Uniform Grievance Procedure
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Policy History:

Adopted on: 9/11/07

Reviewed on: 3/10/09, 7/29/19

Revised on: 8/17/2021

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 servicemember shall be entitled to a total of twenty-six (26) workweeks of leave during a twelve-(12)-month period to care for the servicemember. 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.

NOTE: This provision applies to school districts with fifty (50) or more employees. Those districts with less than fifty (50) employees must comply with notice and record retention but are not obligated to provide the leave as a benefit of any employee's employment. The FMLA poster may be obtained by going to the Montana Department of Labor website, highlight "Resources & Services" tab and click on "Required Postings".

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: 8/12/08
Reviewed on: 3/10/09, 7/29/19
Revised on: 01/10/2012

1 **Arlee Public Schools**

2
3 **PERSONNEL**

5331

4
5 Insurance Benefits for Employees

6
7 Newly hired employees are eligible for insurance benefits offered by the District for the
8 particular bargaining unit to which an employee belongs. Other employees will be offered
9 benefits consistent with the District benefit plan, with exceptions noted below:

- 10
11 1. Benefits will be prorated to each classified employee in the same ration as the number of
12 hours they work relative to a full-time (40) hour work week or full school day, not to
13 exceed 100%. All employees who want to have health insurance must meet the
14 minimum employment time and will be prorated on the basis of a 40 hour work week.

15
16 A medical examination at the expense of the employee may be required, if the employee elects to
17 join the District health insurance program after initially refusing coverage during the “open
18 season” (*July). An eligible employee wishing to discontinue or change health insurance
19 coverage must initiate the action by contacting the personnel office and completing appropriate
20 forms.

21
22 Anniversary dates of the health and dental insurance policies for the District shall be July 1st
23 through June 30th.

24
25
26
27 Legal Reference: § 2-18-702, MCA Group insurance for public employees and officers
28 § 2-18-703, MCA Contributions

29
30 Policy History:

31 Adopted on: 6/22/95

32 Reviewed on: 12/13/01, 7/29/2019

33 Revised on: 3/10/09

1 **Arlee Public Schools**

2
3 **PERSONNEL**

5332

4
5 Retirement Plans (403b)

6
7 The Board of Trustees for the Arlee School District will allow employees to establish 403(b) plans. Upon
8 written confirmation by the employee, the District will deduct specified amounts from the employee's
9 salary payments in compliance with the Internal Revenue rules and regulations.

10
11 Deductions will be continued until the Business Manager has been informed, in writing by the employee,
12 to cancel the deduction. The District, in making the deduction, does not accept any liability for the 403(b)
13 plans. The District's specific responsibility is limited to making the deduction and forwarding the
14 amounts as per the written instruction of the employee.

15
16 The District will contract the services of a third party administrator (TPA) to perform the administrative
17 functions of 403(b) plans. The annual administration fee(s) charged by the TPA will be paid by the
18 District. The participant fee(s) charged by the District's TPA will be paid by the employees who have
19 403(b) plans with the District as of February 1, 2010. Upon termination, the participant fee(s) will remain
20 the responsibility of the terminated employee. The participant fee(s) charged by the District's TPA will
21 be the responsibility of the employee for 403(b) plans and will be withheld from his/her paycheck
22 accordingly. In addition, an amount equal to five (5) times the annual participant fee(s) will be withheld
23 from the final paycheck for an employee terminating employment with the District. This amount will be
24 reimbursed, less actual expenses incurred by the District, to the employee upon proof of zero balance(s)
25 of their 403(b) account(s).

26
27
28
29
30
31 Policy History:

32 Adopted on: 3/9/2010

33 Reviewed on: 7/29/2019

34 Revised on:

1 **Arlee Public Schools**

2
3 **PERSONNEL**

5333

4
5 Holidays

6
7 Holidays for certified staff are dictated in part by the school calendar. Temporary employees will
8 not receive holiday pay. Part-time employees will receive holiday pay on a prorated basis.

9
10 The holidays required for classified staff, by § 20-1-305, MCA, are:

- 11
12 1. Independence Day (July 4)
13 2. Labor Day (1st Monday in September)
14 3. Thanksgiving Day (4th Thursday in November)
15 4. Christmas Day (December 25th)
16 5. New Year's Day (January 1)
17 6. Memorial Day (last Monday in May)
18 7. President's Day (3rd Monday in February)
19 8. Martin Luther King Day (3rd Monday in January)
20 9. State and national election days when the school building is used as a polling place and
21 conduct of school would interfere with the election process
22

23 When an employee, as defined above, is required to work any of these holidays, another day
24 shall be granted in lieu of such holiday, unless the employee elects to be paid for the holiday in
25 addition to the employee's regular pay for all time worked on the holiday.
26

27 When one of the above holidays falls on Sunday, the following Monday will not be a holiday.
28 When one of the above holidays falls on Saturday, the preceding Friday will not be a holiday.
29

30 When a holiday occurs during a period in which vacation is being taken by an employee, the
31 holiday will not be charged against the employee's annual leave.
32
33
34

35 Legal Reference: § 20-1-305, MCA School holidays
36

37 Policy History:

38 Adopted on: 3/10/09

39 Reviewed on: 7/29/19

40 Revised on:

1 **Arlee Public Schools**

2
3 **PERSONNEL**

5334P
page 1 of 2

4
5 Vacations

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

14
15 Vacation is earned according to the following schedule:

16
17 RATE-EARNED SCHEDULE

18

19 Years of	Working Days
20 <u>Employment</u>	<u>Credit per Year</u>
21 1 day - 10 years	15
22 10 - 15 years	18
23 15 - 20 years	21
24 20 years on	24

25

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

31
32 Maximum Accrual of Vacation Leave

33
34 All full-time and part-time employees serving in permanent and seasonal positions may
35 accumulate two (2) times the total number of annual leave credits they are eligible to earn per
36 year, according to the rate-earned schedule.

37
38 Annual Pay-Out

39
40 The District may, in its sole discretion and/or subject to the terms of a collective bargaining
41 agreement, provide cash compensation in January of each year for unused vacation leave in lieu
42 of the accumulation of vacation leave.

43
44 Lump-Sum Payment Upon Termination

45
46 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. Vacation leave contributed to the sick leave bank is nonrefundable and is not eligible for cash compensation upon termination.

Legal Reference: § 2-18-611 - § 2-18-618, MCA Leave Time

Procedure History:

Promulgated on: 12/11/97
Reviewed on: 3/10/09, 7/29/19
Revised on: 9/13/01

1 **Arlee Public Schools**

2
3 **PERSONNEL**

5334

4
5 Vacations

6
7 Classified and twelve-(12)-month administrative employees will accrue annual vacation leave
8 benefits in accordance with §§ 2-18-611, 2-18-612, 2-18-614 through 2-18-617 and 2-18-621,
9 MCA. Nothing in this policy guarantees approval for granting specific days as annual vacation
10 leave in any instance. The District will judge each request for vacation in accordance with
11 staffing needs.

12
13 Employees are not entitled to any vacation leave with pay until they have been continuously
14 employed for a period of six (6) calendar months.

15
16
17
18 Legal Reference: § 2-18-611, MCA Annual vacation leave
19 § 2-18-612, MCA Rate earned
20 § 2-18-617, MCA Accumulation of leave – cash for unused – transfer

21
22 Policy History:

23 Adopted on: 2/12/98

24 Reviewed on: 12/13/01, 9/12/05, 3/10/09, 7/29/19

25 Revised on:

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. All overtime will have prior approval from an employee's immediate supervisor. Any unauthorized overtime may result in disciplinary action up to and including termination.

Compensatory time is not authorized for classified employees of the School District.

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.

Blended Time

Classified Employees working two or more jobs for the District at different rates of pay shall be paid overtime at a weighted average of the differing wages. This shall be determined by dividing the total regular remuneration for all hours worked by the number of hours worked in that week to arrive at the weighted average. One half that rate is then multiplied times the number of hours worked over 40 to arrive at the overtime compensation due.

Example: Employee works one job at 30 hrs./week at \$10.00/hr. The same employee works a different job at 20 hrs./week at \$12.00/hr. (Same district). The employee would get \$300.00 per week for the 30 hr/week job (\$10.00X30) and \$240.00 per week for the 20 hr./week job (\$12.00X20). A total of \$540.00 (regular remuneration). Divide \$540.00 by 50(total hours worked) = \$10.8/hr (weighted average). One-half that rate (\$10.80/2 = \$5.40) is multiplied by 10 (number of hours over 40). \$54.00 is the amount of overtime compensation due the employee based on the "blended time".

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

Policy History:

Adopted on: 3/10/09

Reviewed on:

Revised on: 11/11/2014

1 **Arlee Public Schools**

2
3 **PERSONNEL**

5337

4
5 Workers' Compensation Benefits

6
7 All employees of the District are covered by workers' compensation benefits. In the event of an
8 industrial accident, an employee should:

- 9
10 1. Attend to first aid and/or medical treatment during an emergency;
11
12 2. Correct or report as needing correction a hazardous situation as soon as possible after an
13 emergency situation is stabilized;
14
15 3. Report the injury or disabling condition, whether actual or possible, to the immediate
16 supervisor, within forty-eight (48) hours, on the Employer's First Report of Occupational
17 Injury or Disease; and
18
19 4. Call or visit the administrative office after medical treatment, if needed, to complete the
20 necessary report of accident and injury on an Occupational Injury or Disease form.
21

22 The administrator will notify the immediate supervisor of the report and will include the
23 immediate supervisor as necessary in completing the required report.
24

25 An employee who is injured in an industrial accident may be eligible for workers' compensation
26 benefits. By law, employee use of sick leave must be coordinated with receipt of workers'
27 compensation benefits, on a case-by-case basis, in consultation with the Workers' Compensation
28 Division, Department of Labor and Industry.
29

30 The District will not automatically and simply defer to a report of industrial accident but will
31 investigate as it deems appropriate to determine: (1) whether continuing hazardous conditions
32 exist which need to be eliminated; and (2) whether in fact an accident attributable to the District
33 working environment occurred as reported. The District may require the employee to authorize
34 the employee's physician to release pertinent medical information to the District or to a
35 physician of the District's choice, should an actual claim be filed against the Workers'
36 Compensation Division, which could result in additional fees being levied against the District.
37
38
39

40 Legal Reference: §§ 39-71-101, et seq., MCA Workers' Compensation Act
41

42 Policy History:

43 Adopted on: 3/10/09

44 Reviewed on: 7/29/19

45 Revised on:

1 **Arlee Public Schools**

2
3 **PERSONNEL**

5338

4
5 Payment of Interest on Employer Contributions for Workers' Compensation Time

6
7 An employee absent because of an employment-related injury entitling the employee to workers'
8 compensation payments may, upon the employee's return to service, contribute to the retirement system
9 an amount equal to the contributions that would have been made by the employee to the system on the
10 basis of the employee's compensation at the commencement of the employee's absence plus regular
11 interest accruing from one (1) year from the date after the employee returns to service to the date the
12 employee contributes for the period of absence.

13
14 The District has the option to pay, or not pay, the interest on the employer's contribution for the period of
15 absence based on the salary as calculated. If the employer elects not to pay the interest costs, this amount
16 must be paid by the employee.

17
18 It is the policy of this District to not pay the interest costs associated with the employer's contribution.

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

21
22 Policy History:

23 Adopted on: 11/10/09

24 Reviewed on: 7/29/19

25 Revised on

1 **Arlee Public Schools**

2
3 **PERSONNEL**

5420

4
5 Teachers' Aides/Paraeducators

6
7 Teachers' aides/paraeducators, as defined in the appropriate job descriptions, are under the
8 supervision of a principal and a teacher to whom the principal may have delegated responsibility
9 for close direction. The nature of the work accomplished by paraeducators will encompass a
10 variety of tasks that may be inclusive of "limited instructional duties."

11
12 Paraeducators are employed by the District mainly to assist the teacher. A paraeducator is an
13 extension of the teacher, who legally has the direct control and supervision of the classroom or
14 playground and responsibility for control and the welfare of the students.

15
16 In compliance with applicable legal requirements, the Board shall require all paraeducators with
17 instructional duties, that are newly hired in a Title I school-wide program, to have:

- 18
19 1. Completed at least two (2) years of study at an institution of higher education;
20
21 2. Obtained an Associate's or higher degree; or
22
23 3. Met a rigorous standard of quality, and can demonstrate through a formal state or local
24 academic assessment the knowledge of and ability to assist in the instruction of reading,
25 writing, or mathematics or the instruction of readiness of these subjects.
26

27 It is the responsibility of each principal and teacher to provide adequate training for a
28 paraeducator. This training should take into account the unique situations in which a
29 paraeducator works and should be designed to cover the general contingencies that might be
30 expected to pertain to that situation. During the first thirty (30) days of employment, the
31 supervising teacher or administrator shall continue to assess the skills and ability of the
32 paraeducator to assist in reading, writing, and mathematics instruction.
33

34 The Superintendent shall develop and implement procedures for an annual evaluation of
35 teachers' aides/paraeducators. Evaluation results shall be a factor in future employment
36 decisions.
37
38
39

40 Legal Reference: Public Law 107-110, No Child Left Behind Act of 2001
41

42 Policy History:

43 Adopted on: 11/13/02

44 Reviewed on: 7/29/19

45 Revised on: 3/10/09

1 **Arlee Public Schools**

2
3 **PERSONNEL**

5430

page 1 of 2

4
5 Volunteers

6
7 The District recognizes the valuable contributions made to the total school program by members
8 of the community who act as volunteers. By law, a volunteer is an individual who:

- 9
10 1. Has not entered into an express or implied compensation agreement with the District;
11
12 2. Is excluded from the definition of “employee” under appropriate state and federal
13 statutes;
14
15 3. May be paid expenses, reasonable benefits, and/or nominal fees in some situations; and
16
17 4. Is not employed by the District in the same or similar capacity for which he/she is
18 volunteering.
19

20 District employees who work with volunteers shall clearly explain duties for supervising children
21 in school, on the playground, and on field trips. An appropriate degree of training and/or
22 supervision of each volunteer shall be administered commensurate with the responsibility
23 undertaken.
24

25 Volunteers who have unsupervised access to children are subject to the District’s policy
26 mandating background checks.
27

28 Chaperones

29
30 A chaperone is a volunteer who assists the District staff and is under the direct control of District
31 staff. A chaperone may include persons who regularly coach or supervise a school-sponsored
32 activity before or after school, or chaperone students on day or overnight field trips. A chaperone
33 may periodically be left alone with a student or group of students.
34

35 District employees who work with volunteers or chaperones shall clearly explain duties for
36 supervising children in school, on the playground, and on field trips. An appropriate degree of
37 training and/or supervision of each volunteer or chaperone shall be administered commensurate
38 with the responsibility undertaken. Training sessions are to be approved by the Superintendent of
39 schools.
40

41 When serving as a chaperone for the District, the parent(s)/guardian(s), or other adult volunteers,
42 including employees of the District, assigned to chaperone, shall not use tobacco products in the
43 presence of the students, nor shall they possess or consume any alcoholic beverages nor use any
44 illicit drug, or legal drug/medication illegally during the duration of their assignment as a
45 chaperone, including during the hours following the end of the day’s activities for students if on
46 an overnight trip. The chaperone(s) shall not encourage or allow students to use tobacco

products, possess or consume alcohol, nor use any illicit drug, or legal drug/medication illegally during the duration of the activity, including during the hours following the end of the day's activities. Students of the school will not be chaperones of peers. The responsibilities of being a chaperone for the District may not be delegated to unapproved individuals.

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 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 up to and including termination. If there are allegations that state or federal law has been violated appropriate authorities will be notified.

Chaperones who have access to children are subject to the District's policy mandating background checks.

Cross Reference: 5122 Fingerprints and Criminal Background Investigations

Policy History:

Adopted on: 1/6/07

Reviewed on: 7/29/19

Revised on: 11/13/07, 3/10/09

1 **Arlee Public Schools**

2
3 **PERSONNEL**

5440

4
5 Student Teachers/Interns

6
7 The District recognizes its obligation to assist in the development of members of the teaching
8 profession. The District shall make an effort to cooperate with accredited institutions of higher
9 learning in the education of student teachers and other professionals in training (such as interns)
10 by providing a reasonable number of classroom and other real-life situations each year.

11
12 The District and the respective training institutions shall enter into mutually satisfactory
13 agreements whereby the rules, regulations, and guidelines of the practical experiences shall be
14 established.

15
16 The Superintendent shall coordinate all requests from cooperating institutions for placement with
17 building principals so that excessive concentrations of student teachers and interns shall be
18 avoided. As a general rule:

- 19
20 1. A student teacher shall be assigned to a teacher or other professional who has agreed to
21 cooperate and who has no less than three (3) years of experience in the profession;
22
23 2. A supervising professional shall be assigned no more than one (1) student teacher/intern
24 per school year;
25
26 3. The supervising professional shall remain responsible for the class;
27
28 4. The student teacher shall assume the same conditions of employment as a regular teacher
29 with regard to meeting the health examination requirements, length of school day,
30 supervision of co-curricular activities, staff meetings, and in-service training; and
31
32 5. The student teacher shall be subject to the District policy regarding background checks, if
33 the student teacher has unsupervised access to children.
34
35
36

37 Cross Reference: 5122 Fingerprints and Criminal Background Investigations

38
39 Legal Reference: § 20-4-101(2) and (3), MCA System and definitions of teacher and
40 specialist certification – student teacher
41 exception
42

43 Policy History:

44 Adopted on: 12/10/03

45 Reviewed on: 7/29/19

46 Revised on: 3/10/09

4
5 Employee use of Electronic Mail, Internet, and District Equipment

6
7 Electronic mail ("e-mail") is an electronic message that is transmitted between two (2) or more
8 computers or electronic terminals, whether or not the message is converted to hard-copy format
9 after receipt, and whether or not the message is viewed upon transmission or stored for later
10 retrieval. E-mail includes all electronic messages that are transmitted through a local, regional, or
11 global computer network.

12
13 Because of the unique nature of e-mail/Internet, and because the District desires to protect its
14 interest with regard to its electronic records, the following rules have been established to address
15 e-mail/Internet usage by all employees:

16
17 The District e-mail and Internet systems are intended to be used for educational purposes only,
18 and employees should have no expectation of privacy when using the e-mail or Internet systems
19 for any purpose. Employees have no expectation of privacy in district owned technology
20 equipment, including but not limited to district-owned desktops, laptops, memory storage
21 devices, and cell phones.

22
23 Users of District e-mail and Internet systems are responsible for their appropriate use. All illegal
24 and improper uses of the e-mail and Internet system, including but not limited to extreme
25 network etiquette violations including mail that degrades or demeans other individuals,
26 pornography, obscenity, harassment, solicitation, gambling, and violating copyright or
27 intellectual property rights, are prohibited. Abuse of the e-mail or Internet systems through
28 excessive personal use, or use in violation of the law or District policies, will result in
29 disciplinary action, up to and including termination of employment.

30
31 All e-mail/Internet records are considered District records and should be transmitted only to
32 individuals who have a need to receive them. If the sender of an e-mail or Internet message does
33 not intend for the e-mail or Internet message to be forwarded, the sender should clearly mark the
34 message "Do Not Forward."

35
36 In order to keep District e-mail and Internet systems secure, users may not leave the terminal
37 "signed on" when unattended and may not leave their password available in an obvious place
38 near the terminal or share their password with anyone except the system administrator. The
39 District reserves the right to bypass individual passwords at any time and to monitor the use of
40 such systems by employees.

41
42 Additionally, District records and e-mail/Internet records are subject to disclosure to law
43 enforcement or government officials or to other third parties through subpoena or other process.
44 Consequently, the District retains the right to access stored records in cases where there is
45 reasonable cause to expect wrongdoing or misuse of the system and to review, store, and disclose
46 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.

An individual User Release form must be filed with the District.

Policy History:

Adopted on: 10/13/04

Reviewed on: 3/10/09, 7/29/19

Revised on: 01/10/2012

1 **Arlee Public Schools**

3 **PERSONNEL**

5460

5 Electronic Resources and Social Networking

7 The Arlee School District recognizes that an effective public education system develops students
8 who are globally aware, civically engaged, and capable of managing their lives and careers. The
9 District also believes that students need to be proficient users of information, media, and
10 technology to succeed in a digital world.

12 Public school employees are held to a high standard of behavior. The Montana Department of
13 Education *Professional Educators of Montana Code of Ethics* requires District staff to maintain a
14 professional relationship with each student, both in and outside the classroom. The District
15 encourages all staff to read and become familiar with the Code of Ethics.

17 Therefore, the Arlee School District will use electronic resources as a powerful and compelling
18 means for students to learn core subjects and applied skills in relevant and rigorous ways. It is
19 the District's goal to provide students with rich and ample opportunities to use technology for
20 important purposes in schools just as individuals in workplaces and other real-life settings. The
21 District's technology will enable educators and students to communicate, learn, share,
22 collaborate and create, to think and solve problems, to manage their work and to take ownership
23 of their lives.

25 The School Board discourages district staff from socializing with students on social networking
26 websites (during school or out-of-school). Staff are reminded that the same relationship,
27 exchange, interaction, information, or behavior that would be unacceptable in a non-
28 technological medium, is unacceptable when done through the use of technology. In fact, due to
29 the vastly increased potential audience digital dissemination presents, extra caution must be
30 exercised by staff to ensure they don't cross the line of acceptability.

32 Specifically, the following forms of technology based interactivity or connectivity are expressly
33 permitted or forbidden:¹

35 What in other mediums of expression could remain private opinions, when expressed by staff on
36 a social networking website, have the potential to be disseminated far beyond the speaker's
37 desire or intention, and could undermine the public perception of fitness of the individual to
38 educate students, and thus undermine teaching effectiveness. In this way, the effect of the
39 expression and publication of such opinions could potentially lead to disciplinary action being
40 taken against the staff member, up to and including termination or nonrenewal of the contract of
41 employment.

43 Accessing social networking websites for individual use during school hours is prohibited, unless
44 asked to do so by administration. Except in an emergency situation, staff shall not access social
45 networking sites using district equipment or personal equipment, including during breaks or
46 preparation periods. All school district employees who participate in social networking websites,

1 shall not post any school district data, documents, photographs, logos, or other district owned or
2 created information on any website. Further, the posting of any private or confidential school
3 district material on such websites is strictly prohibited.

4
5 The Board directs the Superintendent or his/her designee to create strong electronic educational
6 systems that support innovative teaching and learning, to provide appropriate staff development
7 opportunities and to develop procedures to support this policy.
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13 Note: ¹ What is and is not acceptable staff/student interaction on social networking sites is an
14 education community decision, and will vary from district to district. As a general rule, the
15 greater the degree of real-life connections and interactivity between staff and students that occur
16 in the community, the greater the tolerance will be for virtual connections and interactivity. Use
17 the following list to help guide discussions with staff to determine which should be included in
18 the policy and with what modifications/stipulations. It is as important to include in the policy
19 what **is** permitted as what **is not** permitted. The discussions may elicit additional bullets to
20 include in the policy.

- 21 • Sharing personal landline or cell phone numbers with students;
 - 22 • Text messaging students;
 - 23 • Emailing students other than through and to school controlled and monitored accounts;
 - 24 • Soliciting students as friends or contacts on social networking sites;
 - 25 • Accepting the solicitation of students as friends or contacts on social networking sites;
 - 26 • Creation of administratively approved and sanctioned “groups” on social networking
27 sites that permit the broadcast of information without granting students access to staff
28 member’s personal information;
 - 29 • Sharing with students access information to personal websites or other media through
30 which the staff member would share personal information and occurrences.
- 31
32
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34

35 Cross Reference: 5015 Bullying/Harassment/Intimidation
36 5223 Personal Conduct
37 5255 Disciplinary Action
38 *Professional Educators of Montana Code of Ethics*
39

40 Policy History:

41 Adopted on:

42 Reviewed on: 7/29/19

43 Revised on:

1 **Arlee Public Schools**

3 **PERSONNEL**

5500

5 Payment of Wages Upon Termination

7 When a District employee quits, is laid off, or is discharged, wages owed will be paid on the next
8 regular pay day for the pay period in which the employee left employment or within fifteen (15)
9 days from the date of separation of employment, whichever occurs first.

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

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

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

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

27 Policy History:

28 Adopted on: 2/13/07

29 Reviewed on: 7/29/19

30 Revised on: 3/10/09, 01/10/2012

PERSONNEL

5510

page 1 of 5

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 Arlee School District Assistant 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:

Arlee District Assistant Clerk
Arlee School District # 8J
72220 Fyant Street, PO Box 37
Arlee, MT 59821
(406) 726-3216, ext. 228

Policy History:

Adopted on: 8/8/05

Reviewed on: 3/10/09, 7/29/19

Revised on:

1 **Arlee Public Schools**

2
3 **PERSONNEL**

5700

4
5 Conflicts of Interest

6
7 Employees shall refrain from any activity that can be reasonably seen as creating a conflict of
8 interest with their duties and responsibilities as employees of the District.

9
10 The following conduct is specifically prohibited:

- 11
- 12 • Using public time, facilities, equipment, supplies, personnel, or funds for the employee's
 - 13 private business purposes;
 - 14 • Engaging in a substantial financial transaction for the employee's private business
 - 15 purposes with a person whom the employee inspects or supervises in the course of official
 - 16 duties;
 - 17 • Assisting any person for a fee or other compensation in obtaining a contract, claim,
 - 18 license, or other economic benefit from the District;
 - 19 • Assisting any person for a contingent fee in obtaining a contract, claim, license, or other
 - 20 economic benefit from the District;
 - 21 • Performing an official act directly and substantially affecting to its economic benefit a
 - 22 business or other undertaking in which the employee either has a substantial financial
 - 23 interest or is engaged as counsel, consultant, representative, or agent;
 - 24 • Performing an official act directly and substantially affecting a business or undertaking to
 - 25 its economic detriment a business or other undertaking in which the employee has a
 - 26 substantial personal interest in a competing firm or undertaking;
 - 27 • Soliciting or accepting employment, or engaging in negotiations or meetings to consider
 - 28 employment, with a person whom the employee regulates in the course of official duties
 - 29 without first giving written notification to the employee's supervisor and Superintendent.
 - 30

31 Employees who violate this policy will be subject to disciplinary action, up to and including
32 termination from employment.

33
34 Cross Reference:

35
36 Legal Reference: § 2-2-121, MCA Rules of conduct for public officers and public
37 employees
38
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40

41 Policy History:

42 Adopted on: 7/29/19

43 Revised on:
44
45
46