

5000 Series Personnel



**5000 Series
“PERSONNEL”
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Accommodating Individuals With Disabilities and Section 504 of the Rehabilitation Act of 1973

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

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

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

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

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

An individual with a disability should notify the Superintendent or building principal if they have a disability which will require special assistance or services and what services are required. This notification should occur as far as possible before the school-sponsored function, program, or meeting.

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Cross Reference: 1700 Uniform Complaint Procedure

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

Policy History:

Adopted on: February 2007

Revised on: October 2018

Revision Note: Updated to meet 504 standards.

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Equal Employment Opportunity and Non-Discrimination

The District will provide equal employment opportunities to all persons, regardless of their race, color, religion, creed, political ideas, national origin, genetic information, sex, sexual orientation, gender identity or expression, age, ancestry, marital status, military status, citizenship status, use of lawful products while not at work, physical or mental handicap or disability, and other legally protected categories.

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

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

Title: School Counselor _____
Office address: 312 S. Main St. Boulder, MT 59632 _____
Email: joe.michaud@jhs.k12.mt.us _____
Phone number: (406) 225-3317 _____

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

Title: School Counselor _____
Office address: 312 S. Main St. Boulder, MT 59632 _____
Email: joe.michaud@jhs.k12.mt.us _____
Phone number: (406) 225-3317 _____

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

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

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

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

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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: 1700 Uniform Complaint Procedure

Legal Reference: Age Discrimination in Employment Act, 29 U.S.C. §§ 621, et seq.
Americans with Disabilities Act, Title I, 42 U.S.C. §§ 12111, et seq.
Equal Pay Act, 29 U.S.C. § 206(d)
Immigration Reform and Control Act, 8 U.S.C. §§ 1324(a), et seq.
Rehabilitation Act of 1973, 29 U.S.C. §§ 791, et seq.
Genetic Information Nondiscrimination Act of 2008 (GINA)
Title VII of the Civil Rights Act, 42 U.S.C. §§ 2000(e), et seq., 29 C.F.R., Part 1601
Title IX of the Education Amendments, 20 U.S.C. §§ 1681, et seq., 34 C.F.R., Part 106
Montana Constitution, Art. X, § 1 - Educational goals and duties
§ 49-2-101, et. al., MCA Human Rights Act
§ 49-3-102, MCA What local governmental units affected
§ 49-2-303, MCA Discrimination in Employment
§ 49-3-201, MCA Employment of state and local government personnel.

Policy History:

Adopted on: February 2007

Revised on: March 2018, July 2019, November 2020

Revision Note: 2018- Lines 17, 18, 35, and 36 added.

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

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

Title: School Counselor _____
Office address: 312 S. Main St. Boulder, MT 59632 _____
Email: joe.michaud@jhs.k12.mt.us _____
Phone number: (406) 225-3317 _____

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

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

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

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

An individual is not required to submit a report of sexual harassment involving the Title IX Coordinator. In the event the Title IX Coordinator is responsible for or a witness to the alleged harassment, the individual may report the allegations to the building principal or superintendent or other unbiased school official.

Retaliation Prohibited

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

Confidentiality

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

Notice Requirements

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

Training Requirements

34 The District ensures that Title IX Coordinators, investigators, decision-makers, and any person
35 who facilitates an informal resolution process, receives training on the definition of sexual
36 harassment, the scope of the District's education program or activity, how to conduct an
37 investigation and grievance process including hearings, appeals, and informal resolution
38 processes, when applicable, and how to serve impartially including by avoiding prejudgment of
39 the facts at issue, conflicts of interest, and bias. The District also ensure that decision-makers and
40 investigators receive training on issues of relevance of questions and evidence, including when
41 questions and evidence about the complainant's sexual predisposition or prior sexual behavior
42 are not relevant as set forth in the formal procedures that follow, and training on any technology
43 to be used at a live hearing, if applicable. Investigators also receive training on issues of
44 relevance to create an investigative report that fairly summarizes relevant evidence. All materials
45 used to train individuals who receive training under this section must not rely on sex stereotypes

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and must promote impartial investigations and adjudications of formal complaints of sexual harassment and are made publicly available on the District's website.

Conflict of Interest and Bias

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

Determination of Responsibility

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

Cross Reference:	1700	Uniform Complaint Procedure	5010	Equal E
	5012P	Sexual Harassment Procedures		
Legal Reference:	Title VII of the Civil Rights Act, 42 U.S.C. §§ 2000(e), et seq., 29 C.F.R. § 1604.11			
	Title IX of the Education Amendments, 20 U.S.C. §§ 1681, et seq.			
	Montana Constitution, Art. X, § 1 - Educational goals and duties			
	§§ 49-2-101, MCA Montana Human Rights Act			
	<i>Harris v. Fork Lift Systems</i> , 114 S.Ct. 367 (1993)			
	Civil Rights Act, title VI; 42 USC 2000d et seq.			
	34 CFR Part 106	Nondiscrimination on the basis of sex in education programs or activities receiving Federal financial assistance		
	10.55.701(1)(f), ARM	Board of Trustees		
	10.55.719, ARM	Student Protection Procedures		
	10.55.801(1)(a), ARM	School Climate		

Policy History:

Adopted on: February 2007

Revised on: April 2019, November 2020

Sexual Harassment Reporting/Intake Form for Employees

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

School _____ Date _____

Employee's name _____

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

Describe the incident(s). _____

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

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

If so, name the witnesses. _____

Did you take any action in response to the incident(s)? ☐ yes ☐ no

If yes, what action did you take? _____

Were there any prior incidents? ☐ yes ☐ no

If so, describe any prior incidents. _____

Signature of complainant _____

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

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3 Policy History:

4 Adopted on: November 2020

5 Revised on:

6

7 *Revision Note:*

Sexual Harassment Grievance Procedure – Employees

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

Definitions

The following definitions apply for Title IX policies and procedures:

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

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

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

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

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

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

District Requirements

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

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

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

Timelines

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

Response to a Formal Complaint

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

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

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

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

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

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

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

Investigation of a Formal Complaint

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

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

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

Dismissal of Formal Complaints

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

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

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

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

Upon dismissal, the Title IX Coordinator promptly sends written notice of the dismissal and the reasons for dismissal simultaneously to both parties. The grievance process will close in the event a notice of dismissal is provided to the parties. Support measures may continue following dismissal.

Evidence Review

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

Investigative Report

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

Decision-Maker's Determination

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

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

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

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

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

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

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

Whether a determination of responsibility for sexual harassment has been made against the Respondent, the District will provide remedies to the Complainant that are designed to restore or preserve equal access to the District's education program or activity. Such remedies may include supportive measures; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the Respondent. The Title IX Coordinator is responsible for effective implementation of any remedies. Following any determination of responsibility, the District may implement disciplinary sanctions in accordance with State or Federal law and/or the negotiated

1 agreement. For employees, the sanctions may include any form of responsive discipline, up to
2 and including termination.

3
4 Appeals

5
6 Either the Complainant or Respondent may appeal the decision-maker's determination regarding
7 responsibility or a dismissal of a formal complaint on the following bases:

- 8
9 1. Procedural irregularity that affected the outcome of the matter;
10
11 2. New evidence that was not reasonably available at the time that could affect the
12 outcome; and
13
14 3. The Title IX Coordinator, investigator, or decision-maker had a conflict of interest or
15 bias for or against Complainants or Respondents generally or an individual
16 Complainant or Respondent that affected the outcome.

17
18 The District also may offer an appeal equally to both parties on additional bases.

19
20 The request to appeal must be made in writing to the Title IX Coordinator within seven calendar
21 days after the date of the written determination. The appeal decision-maker must not have a
22 conflict of interest or bias for or against Complainants or Respondents generally or an individual
23 Complainant or Respondent and cannot be the Title IX Coordinator, the investigator, or the
24 decision-maker from the original determination.

25
26 The appeal decision-maker must notify the other party in writing when an appeal is filed and
27 give both parties a reasonable equal opportunity to submit a written statement in support of or
28 challenging the outcome. After reviewing the evidence, the appeal decision-maker must issue a
29 written decision describing the result of the appeal and the rationale for the result. The decision
30 must be provided to both parties simultaneously, and generally will be provided within 10
31 calendar days from the date the appeal is filed.

32
33 Informal Resolution Process

34
35 Except when concerning allegations that an employee sexually harassed a student, at any time
36 during the formal complaint process and prior to reaching a determination regarding
37 responsibility, the District may facilitate an informal resolution process, such as mediation, that
38 does not involve a full investigation and determination of responsibility, provided that the
39 District:

- 40
41 1. Provides to the parties a written notice disclosing:
42
43 a. The allegations;
44

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

2. Obtains the parties' voluntary, written consent to the informal resolution process.

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

Recordkeeping

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

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

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

Jefferson High School District #1

PERSONNEL

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Policy 5012 Sexual Harassment
Policy 5255 Employee Discipline

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

Policy History:

Adopted on: November 2020

Revised on: May 2021

Revision Note:

PERSONNEL

Page 1 of 2

Bullying/Harassment/Intimidation

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

Definitions

1. “Third parties” include but are not limited to coaches, school volunteers, parents, school visitors, service contractors or others engaged in District business, such as employees of businesses or organizations participating in cooperative work programs with the District, and others not directly subject to District control at inter-district and intra-District athletic competitions or other school events.
2. “District” includes District facilities, District premises, and non-District property if the employee is at any District-sponsored, District-approved, or District-related activity or function, such as field trips or athletic events, where the employee is engaged in District business.
3. “Harassment, intimidation, or bullying” means any act that substantially interferes with an employee’s opportunities or work performance, that takes place on or immediately adjacent to school grounds, at any school-sponsored activity, on school-provided transportation, or anywhere conduct may reasonably be considered to be a threat or an attempted intimidation of a staff member or an interference with school purposes or an educational function, and that has the effect of:
 - a. Physically harming an employee or damaging an employee’s property;
 - b. Knowingly placing an employee in reasonable fear of physical harm to the employee or damage to the employee’s property; or
 - c. Creating a hostile working environment.
4. “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 that may violate this policy shall be promptly investigated. Any employee or third party who has knowledge of conduct in violation of this policy or feels he/she has been a victim of harassment, intimidation, or bullying in violation of this policy is encouraged to immediately report his/her concerns to the building principal or the District Administrator, who have overall responsibility for such investigations. Complaints against the building principal shall be filed with the Superintendent. Complaints against the Superintendent or District Administrator shall be filed with the Board.

PERSONNEL

Page 2 of 2

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

Responsibilities

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

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

Consequences

Staff whose behavior is found to be in violation of this policy will be subject to discipline up to and including 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 District Administrator or the Board. Individuals may also be referred to law enforcement officials.

Retaliation and Reprisal

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

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

Policy History:

Adopted on: February 2007

Revised on: April 21, 2009, November 2020

Note: Revision included adding cyberbullying (lines 5-6 page 1) and #4 on page 1.

PERSONNEL

5120

Hiring Process and Criteria

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

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

Certification

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

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

Reference Checks

The Board authorizes the Superintendent or the Superintendent's designee to inquire of past employers about an applicant's employment on topics including but not limited to: title, role, reason for leaving, work ethic, punctuality, demeanor, collegiality, putting the interests of students first, and suitability for the position in the District. Responses to these inquiries should be documented and considered as part of the screening and hiring process.

Cross Reference: 5122 Fingerprints and Criminal Background Investigations

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

Jefferson High School District #1

PERSONNEL

5120

1

2 Policy History:

3 Adopted on: February 2007

4 Revised on: August 2018, January 2020

Jefferson High School District #1

Lorie Carey
Business Manager/District Clerk

312 S. Main St.
PO Box 838
Boulder, MT 59632

Determination of Eligibility for Hire – Policy 5120F

Date

RE: _____
Name of Applicant

In regards to the determination of eligibility for hire/licensure; based on the minimum criteria as specified in the Jefferson High School District Applicant Background Check Procedure, the individual listed below:

Name

Date of Birth

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

Please contact Jefferson High School District with any questions regarding this determination or to be provided with a copy of the Jefferson High School District Applicant Background Check Procedure.

Determination Completed By:

Signature

Printed Name

Title

Date

Privacy Act Statement - Policy 5120F

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

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

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

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

As of 03/1/2021



Dissemination Log – Policy 5120F

For national criminal history fingerprint-based background checks under Policy 5120P

Date	Person Making Dissemination	Name and Date of Birth on Disseminated Information	Receiving Entity As Verified by CHRI Auditor (Name, Phone Number, Person)	Disseminated by Telephone, Fax, Mail?	Date Qualified Entity Status Verified by ID
Instructions: A log entry must be made every time you share with another qualified entity any information you obtained from a criminal history records check through the Montana Department of Justice (MDOJ) or the FBI. This includes the sharing of “No Record” information. The Dissemination Log must be retained for four (4) years from the date of the entry, and it must be made available to MDOJ and FBI auditors.					
Reminder: Criminal history record information received from MDOJ or the FBI under NCPA/VCA and/or Public Law 92-544, shall be used or shared only for the screening of current or prospective Montana employees, volunteers, contractors, and/or vendors of QUALIFIED ENTITIES, pursuant to these laws.					

Federal Background Check Fingerprint and Information Handling Procedure

1. Who needs to be fingerprinted: All individuals 18 years of age or older to be volunteers or recommended for hire by Jefferson High School District need to be fingerprinted under the National Child Protection Act and Volunteers for Children's Act (NCPA/VCA).
2. Jefferson High School District will obtain a signed waiver from all applicants and provide written communication of applicant rights (Applicant Rights and Consent to Fingerprint Form 5122F). Applicants shall also be provided the Applicant Privacy Statement (Policy 5120F). The Applicant Rights and Consent to Fingerprint Form will be kept on file for 5 years or for the length of employment, whichever is longer. The form will be filed in the employee's Personnel File.

Basis to Collect and Submit Fingerprints for Purposes of Federal Background Check

OPTION 3: Fingerprints are obtained via local law enforcement agencies: Jefferson County Jail on Thursdays and Sundays from 1:00pm to 6:30pm by appointment only. Call 406.225.4091.

A spreadsheet of those fingerprinted is kept by Jefferson High School District to identify the individual, position being hired for, date of fingerprint, date print received, and date print billed.

Jefferson High School District staff that have received training by CRISS will process the fingerprints and send them to the DOJ.

LASO

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

Access of CHRI

All background results are received by Lorie Carey through the State File Transfer Service. Results are printed and stored in a locked filing cabinet in the business office until a determination for employment is made. Only authorized personnel that have undergone Privacy and Security Information have access to printed criminal history record information. Authorized recipients of CHRI include Superintendent Tim Norbeck, Principal Mike Moodry, and the Business Manager Lorie Carey.

Printed background checks are reviewed by the Business Manager Lorie Carey and a determination form is completed. If any adverse results are present on the background check, it is given to the Superintendent and Principal for final determination of eligibility. Jefferson High School utilizes a determination form and the CHRI is then shredded.

Determination Procedures

Personnel staff that have been trained by CRISS and granted access to criminal history record information will receive the background results through their Montana State File Transfer account.

- a. Results are reviewed for determination of eligibility to hire.
- b. Any adverse reports are presented to the appropriate administrator for final approval.
- c. Determination is noted on a determination form and kept in a locked file cabinet.

Retention and Storage Procedure (Note: if the School District seeks to store electronically, you must contact DOJ's IT department.)

All criminal history record information is stored in a locked filing cabinet within the business office. Only authorized personnel, Superintendent, Principal, and the Business Manager as noted in this policy have access to this information. Only authorized personnel are present during the determination process when the criminal record is being reviewed.

OPTION 1: Printed background checks are stored until a final determination for employment has been made, two weeks or less. A determination form is then completed and CHRI is then destroyed in accordance with the Destruction Procedure outlined in this document.

Dissemination Logs are maintained for a period of 3 years from the date of dissemination or between audits, and the Applicant Rights and Consent to Fingerprint form is maintained for at least five years or the length of employment, whichever is longer.

Dissemination Procedure

OPTION 2: The Jefferson High School District does not disseminate criminal history record information with any other agency. A copy of our determination form can be provided to outside agencies upon request.

Destruction Procedure

OPTION 1: At the end of the retention and storage period outlined in this document, all CHRI and related information is shredded in house by Lorie Carey.

Applicant Procedures for Challenging or Correcting Their Record (Boards must select one option)

All applicants are given the opportunity to challenge or complete their record before a final determination is made.

OPTION 2: Applicants wishing to challenge their record are advised how to obtain a copy of their background report.

The applicant is then given 10 days to contact the state or agency in which the record was created to make corrections. After the allotted time, the applicant must then provide the School District with a copy of the corrected background report provided by and notarized by the State Identification Bureau. The fee associated for a copy of the state record provided by the State Identification Bureau will be the responsibility of the applicant.

Policy and Procedures for Misuse of CHRI

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

Training Procedure

- Local Agency Security Office (LASO)
 - Signed user agreement between district and CRISS
- Privacy and Security Training
 - CRISS training on CHRI required to receive background reports

Legal Reference:

Policy History:

Adopted on: April 2019

Revised on: May 2021

Revision Note:

PERSONNEL

5121

Applicability of Personnel Policies

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

Board policies will govern when a matter is not specifically provided for in an applicable collective bargaining agreement.

Each personnel position in the District will be directed by a position description that delineates the responsibilities of the employee. The employee will receive the position description with the employment contract. Position descriptions are available upon request. The Board of Trustees will regularly review the position descriptions.

Professional Development

If not otherwise addressed in the applicable collective bargaining agreements, the Board shall establish an advisory committee to evaluate the District's current school year professional development plan and develop and recommend a plan for the subsequent school year. The advisory committee shall include, but not be limited to, trustees, administrators, and teachers. A majority of the committee shall be teachers. Each school year the Board shall adopt a professional development plan for the subsequent school year based on the recommendation of the advisory committee that meets the requirements of ARM 10.55.714.

Legal Reference:	§ 39-31-102, MCA	Chapter not a limit on legislative authority
	ARM 10.55.701(d)	Board of Trustees
	ARM 10.55.714	Professional Development

Policy History:

Adopted on: February 2007

Revised on: May 2022

PERSONNEL**Fingerprints and Criminal Background Investigations**

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

The following applicants for employment, as a condition for employment, will be required, as a condition of any offer of employment, to authorize, in writing, a name-based and fingerprint criminal background investigation:

- A certified teacher seeking full- or part-time employment with the District;
- An educational support personnel employee seeking full- or part-time employment with the District;
- An employee of a person or firm holding a contract with the District, if the employee is assigned to the District;
- A volunteer assigned to work in the District, who has regular unsupervised access to students; and
- Substitute teachers.

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

Legal Reference:	§ 44-5-301, MCA	Dissemination of public criminal justice information
	§ 44-5-302, MCA	Dissemination of criminal history record information that is not public criminal justice information
	§ 44-5-303, MCA	Dissemination of confidential criminal justice information
	ARM 10.57.113	Substitute Teachers
	Public Law 105-251,	Volunteers for Children Act

Policy History:

Adopted on: July 14, 2003

Revised on: February 2007

Applicant Rights and Consent to Fingerprint

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

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

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

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

If you decide to challenge the accuracy or completeness of your FBI criminal history record, you should send your challenge to the agency that contributed the questioned information to the FBI. Alternatively, you may send your challenge directly to the FBI at the same address as provided above. The FBI will then forward your challenge to the agency that contributed the questioned information and request the agency to verify or correct the challenged entry. Upon receipt of an official communication from that agency, the FBI will make any necessary changes/corrections to your record in accordance with the information supplied by that agency.

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

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

Signed:

Name

Date

⁸ Written notification includes electronic notification, but excludes oral notification.

⁹ See 28 CFR 50.12(b).

¹⁰ See 5 U.S.C. 552a(b); 28 U.S.C. 534(b); 42 U.S.C. 14616, Article IV(c); 28 CFR 20.21(c), 20.33(d) and 906.2(d).

NCPA/VCA Applicants

To _____:
You have applied for employment with, will be working in a volunteer position with, or will be providing vendor or contractor services to (write in Agency or Entity name) _____ for the position of (please be specific) _____.

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

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

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

Your Name:

_____	_____	_____	_____
First	Middle	Maiden	Last

Date of Birth: _____

Address: _____

_____	_____	_____
City	State	Zip

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

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

☐ I authorize Montana Department of Justice, Criminal Records and Identification Services Section to disseminate criminal history record information to Jefferson High School.

Signature of Applicant

Date

Legal Reference:

Policy History:

Adopted on: March 2018

- 1 Revised on: May 2021
- 2
- 3 *Revision Note:*

2nd Reading

Staff Health

Medical Examinations

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

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

Physical Examinations

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

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

Communicable Diseases

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

An employee with a communicable disease shall not report to work during the period of time in which 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
	29 CFR, Section 1630.14(c)(1)(2)(3)
	42 U.S.C. 12101, et seq. Americans with Disabilities Act
	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 16.28.1005 Employee of School – Day Care Facility
	Care Provider
	ARM 37.111.825 Health Supervision and Maintenance

Policy History:

Adopted on: February 2007

Revised on: April 21, 2009

Note: Revision expands physical examination section (pre-placement physical program).

PERSONNEL

5140

Classified Employment and Assignment

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

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

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

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

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

Designation 2: If, after the probationary period concludes, the employee is not placed on a written employment contract for a specific term, the employee’s service to the District will be subject to the provisions in Title 39, Chapter 2, Part 9, MCA.

Designation 3: If, after the probationary period concludes, the employee is subject to the provisions of a collective bargaining agreement, the employee’s service to the District will be subject to the terms of the collective bargaining agreement within the meaning of Section 39-2-912, MCA.

Subject to any applicable collective bargaining agreement, the District reserves the right to: (1) change employment conditions affecting an employee’s duties, assignment, supervisor, or grade and/or (2) determine the salary and benefits for classified employees.

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5140

Policy History:
Adopted on: February 2007
Revised on:

Jefferson High School District #1

PERSONNEL

5141

Staff Recognition Program

The trustees of Jefferson High School establish the following procedure for recognizing staff for outstanding achievement or honorary recognition.

Any commendation from any organization or individual regarding any staff member of the district will be honored in the following way:

1. A letter of commendation will be read under communications at the monthly trustee meeting recognizing the candidate.
2. The commendation letter will be placed in the staff file.

Policy History:

Adopted on: February 2007

Revised on:

PERSONNEL

Assignments, Reassignments, Transfers

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

Classified Staff

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

Teaching

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

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

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

Policy History:

Adopted on: February 2007

Revised on: January 2016

January 2016 revision note: added information regarding internships for teachers

Prohibition on Aiding Sexual Abuse

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

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

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

Legal Reference: ESSA section 8038, § 8546

Policy History:

Adopted on: August 2018

Revised on:

Revision Note:

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Work Day

Length of Work Day - Certified Staff

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

Length of Work Day - Classified Staff

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

Breaks

The District may make available daily morning and afternoon rest periods of fifteen (15) minutes to all full-time, classified employees. Hourly personnel may take one (1) fifteen-(15)-minute rest period for each four (4) hours worked in a day. Breaks normally are to be taken in approximately mid-morning and mid-afternoon and should be scheduled in accordance with the flow of work and with approval of the employee’s supervisor.

Legal Reference:	29 USC 201 to 219	Fair Labor Standards Act of 1985
	29 CFR 516, et seq.	FLSA Regulations
	§ 39-3-405, 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
	24.16.102, et seq., ARM	Wages and Hours

Policy History:

Adopted on: February 2007

Revised on:

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Evaluation of Non-Administrative Staff

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

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

Legal Reference: ARM 10.55.701(4)(a)(b) Board of Trustees

Policy History:

Adopted on: February 2007

Revised on: January 2016

January 2016 revision notes: Added reference to non-tenured vs. tenured. Added evaluation model and skill set requirements.

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Personal Conduct

School District employees will abide by all district policies, state laws, and federal laws in the course of their employment. Where applicable, employees will abide by and honor the professional educator code of conduct. All employees are expected to maintain high standards of honesty, integrity, professionalism, decorum, and impartiality in the conduct of District business. All employees shall maintain appropriate employee-student relationship boundaries in all respects, including but not limited to personal, speech, print, and digital communications. Failure to honor the appropriate employee student relationship boundary will result in a report to the Department of Public Health and Human Services and the appropriate law enforcement agency.

While on school property, employees shall not injure or threaten to injure another person, damage another's property, or that of the District. While in a school building, employees shall not use, control, possess, or transfer any weapon or any item that could be reasonably considered to be a weapon as defined in Policies 3310 and 3311. "School property" means within school buildings, in vehicles used for school purposes, or on grounds leased or owned by the school district. "School building" means all buildings owned or leased by a local school district that are used for instruction or for student activities.

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

Further, employees are expected to hold confidential all information deemed not to be for public consumption as determined by state law and Board policy. Employees also will respect the confidentiality of people served in the course of an employee's duties and use information gained in a responsible manner. The Board may discipline, up to and including discharge, any employee who discloses confidential and/or private information learned during the course of the employee's duties or learned as a result of the employee's participation in a closed (executive) session of the Board. Discretion should be used even within the school system's own network of communication, and confidential information should only be communicated on a need-to-know basis. Employees shall not record or cause to be recorded a conversation by use of a hidden electronic or mechanical device which may include any combination of audio or video that reproduces a human conversation without the knowledge of all parties to the conversation.

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

Firearms and Weapons

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

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

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

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

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

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

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

Legal Reference:	§ 20-1-201, MCA	School officers not to act as agents
	Title 2, Chapter 2, Part 1	Standards of Conduct
	§39-2-102, MCA	What belongs to employer
	§ 45-8-361, MCA	Possession or allowing possession of a weapon in a school building
	§ 45-5-501, MCA	Definitions
	§ 45-5-502, MCA	Sexual Assault
	ARM 10.55.701(2)(d)	Board of Trustees
	§ 45-8-213, MCA	Privacy in communications

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- 1 Policy History:
- 2 Adopted on: February 2007
- 3 Revised on: March 2020, May 2021, July 2021, May 2022

2nd Reading

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Political Activity

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

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

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

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

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

Policy History:

Adopted on: February 2007

Revised on:

Drug-Free Workplace

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

- Unlawfully manufacturing, dispensing, distributing, possessing, using, or being under the influence of a controlled substance while on District premises or while performing work for the District, or;
- Distributing, consuming, using, possessing, or being under the influence of alcohol while on District premises or while performing work for the District.

For purposes of this policy, a controlled substance is:

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

As a condition of employment, each employee will:

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

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

- Provide each employee with a copy of the District drug- and alcohol-free workplace policy;
- Post notice of the District drug- and alcohol-free workplace policy in a place where other information for employees is posted;
- Enlist the aid of community and state agencies with drug and alcohol informational and rehabilitation programs, to provide information to District employees; and
- Inform employees of available drug and alcohol counseling, rehabilitation, 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
	§ 50-46-205(2)(b), MCA	Limitations of Medical Marijuana Act
	Initiative 190	"Montana Marijuana Regulation and Taxation Act", January 1, 2021

Policy History:

Adopted on: February 2007

Revised on: April 2008, May 2021

Note: Revision includes reference to "medical marijuana card" (line 7-page 1), the legal reference to the Medical marijuana Act, and the elimination of the \$5,000 limitation on notice about convictions.

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Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers

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

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

Legal Reference: 49 U.S.C. § 45101, Alcohol and Controlled Substances Testing (Omnibus Transportation Employee Testing Act of 1991)
49 C.F.R. Parts 40 (Procedures for Transportation Workplace Drug and Alcohol Testing Programs), 382 (Controlled substance and alcohol use and testing), and 395 (Hours of service of drivers)

Policy History:

Adopted on: February 2007

Revised on:

**ACKNOWLEDGEMENT OF RECEIPT
POLICY 5228F**

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

Employee Signature:

Signature: _____ Date: _____

Supervisor Receipt:

Signature: _____ Date: _____

**REQUEST FOR RECORDS
POLICY 5228F2**

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

Employee Signature:

Signature: _____ Date: _____

Supervisor Receipt:

Signature: _____ Date: _____

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

Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers

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

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

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

Pre-Employment Tests

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

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

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

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

Post-Accident Tests

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

1. Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved loss of human life; or
2. Who receives a citation within 8 hours of the occurrence under state or local law, for a moving traffic violation arising from the accident if the accident involved:
 - a. Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident or
 - b. One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other

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motor vehicle.

Disabling damage under the law means damage which precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight after simple repairs.

Accidents will be reported to the Superintendent or designee immediately. Drivers shall make themselves readily available for testing, absent the need for immediate medical attention.

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

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

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

Random Tests

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

Reasonable Suspicion Tests

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

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

1
2 A supervisor or District official who makes observations leading to a controlled substance
3 reasonable suspicion test shall make a written record of his/her observations within twenty-four
4 (24) hours of the observed behavior or before the results of the drug test are released, whichever
5 is earlier.

6
7 Enforcement
8

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

11
12 Drivers who test positive for alcohol or drugs shall be subject to disciplinary action up to and
13 including dismissal.

14
15 A driver who violates District prohibitions related to drugs and alcohol shall receive from the
16 District the names, addresses, and telephone numbers of substance abuse professionals and
17 counseling and treatment programs available to evaluate and resolve drug and alcohol-related
18 problems. The employee shall be evaluated by a substance abuse professional who shall
19 determine what help, if any, the driver needs in resolving such a problem. Any substance abuse
20 professional who determines that a driver needs assistance shall not refer the driver to a private
21 practice, person, or organization in which he/she has a financial interest, except under
22 circumstances allowed by law.

23
24 An employee identified as needing help in resolving a drug or alcohol problem shall be evaluated
25 by a substance abuse professional to determine that he/she has properly followed the prescribed
26 rehabilitation program and shall be subject to unannounced follow-up tests after returning to
27 duty.

28
29 Return-to-Duty Tests
30

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

33
34 Employees whose conduct involved drugs cannot return to duty in a safety-sensitive function
35 until the return-to-duty drug test produces a verified negative result.

36
37 Employees whose conduct involved alcohol cannot return to duty in a safety-sensitive function
38 until the return-to-duty alcohol test produces a verified result that meets federal and District
39 standards.

40
41 Follow-Up Tests
42

43 A driver who violates the District's drug or alcohol prohibition and is subsequently identified by
44 a substance abuse professional as needing assistance in resolving a drug or alcohol problem shall
45 be subject to unannounced follow-up testing as directed by the substance abuse professional in

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accordance with law. Follow-up alcohol testing shall be conducted just before, during, or just after the time when the driver is performing safety-sensitive functions.

Records

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

Notifications

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

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

10. The consequences for drivers found to have an alcohol concentration of 0.02 or greater but less than 0.04;
11. Information concerning the effects of drugs and alcohol on an individual's health, work, and personal life; signs and symptoms of a drug or alcohol problem (the driver's or a coworker's); and available methods of intervening when a drug or alcohol problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management; and
12. The requirement that the following personal information collected and maintained under this part shall be reported to the Commercial Driver's License Drug and Alcohol Clearinghouse:
 - A. A verified positive, adulterated, or substituted drug test result;
 - B. An alcohol confirmation test with a concentration of .04 or higher;
 - C. A refusal to submit to any test required by law;
 - D. An employer's report of actual knowledge, as defined in law;
 - E. On duty alcohol use;
 - F. Pre-duty alcohol use;
 - G. Alcohol use following an accident;
 - H. Controlled substance use;
 - I. A substance abuse professional report of the successful completion of the return-to-duty process;
 - J. A negative return-to-duty test; and
 - K. An employer's report of completion of follow-up testing.

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

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

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

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

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

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

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

Clearinghouse

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

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

Policy History:

Adopted on: February 2007

Revised on: May 2021, May 2022

Revision Note:

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5230

Prevention of Disease Transmission

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

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

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

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

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

Healthy Hand Hygiene Behavior

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

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

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

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

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Confidentiality

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

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

Policy History:

Adopted on: February 2007

Revised on: July 2021

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Personnel Records

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

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

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

Personnel records must be kept for 10 years after termination.

Cross Reference: 4340 Public Access to District Records

Legal Reference: 10.55.701, ARM Board of Trustees
No Child Left Behind Act of 2001, P.L. 107-334
20-1-212(2),MCA Destruction of records by school officer.

Policy History:

Adopted on: February 2007

Revised on: July 2013

Note: The revision stipulates the length of time personnel records must be kept.

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Personnel Records

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

Contents of Personnel Files

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

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

Disposition of Personnel Files

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

Record-Keeping Requirements Under the Fair Labor Standards Act

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

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- F. Basis on which wages are paid (such as \$5/hour, \$200/week, etc.);
- G. Any payment made which is not counted as part of the “regular rate”;
- H. Total wages paid each pay period.

2. Additional records required for non-exempt employees:

- A. Regular hourly rate of pay during any week when overtime is worked;
- B. Hours worked in any workday (consecutive twenty-four-(24)-hour period);
- C. Hours worked in any workweek (or work period in case of 207[k]);
- D. Total daily or weekly straight-time earnings (including payment for hours in excess of forty (40) per week, but excluding premium pay for overtime);
- E. Total overtime premium pay for a workweek;
- F. Date of payment and the pay period covered;
- G. Total deductions from or additions to wages each pay period;
- H. Itemization of dates, amounts, and reason for the deduction or addition, maintained on an individual basis for each employee;
- I. Number of hours of compensatory time earned each pay period;
- J. Number of hours of compensatory time used each pay period;
- K. Number of hours of compensatory time compensated in cash, the total amount paid, and the dates of such payments;
- L. The collective bargaining agreements which discuss compensatory time, or written understandings with individual non-union employees.

All records obtained in the application and hiring process shall be maintained for at least two (2) years.

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

Procedure History:

Promulgated on: February 2007

Revised on:

Legal Reference:	§ 41-3-201, MCA	Reports
	§ 41-3-202, MCA	Action on reporting
	§ 41-3-203, MCA	Immunity from liability
	§ 41-3-205, MCA	Confidentiality – disclosure exceptions
	§ 41-3-207, MCA	Penalty for failure to report
	§ 45-5-501, MCA	Definitions

Jefferson High School District #1

PERSONNEL

5232

1 § 45-5-502, MCA Sexual Assault
2 § 20-7-1316, MCA Child Sex Trafficking Prevention
3

4 Policy History:

5 Adopted on: February 2007

6 Revised on: July 2013, March 2020, May 2021
7

8 *Note: The revision allows the DPHHS to give information back to the person who reported a*
9 *possible abuse and neglect case.*

PERSONNEL

Jefferson High School
Report of Suspected Child Abuse or Neglect
Hot Line Number – 866-820-5437

Original to: Department of Public Health and Human Services

Copy to: Building Principal

From: _____ Title: _____

School: _____ Phone: _____

Persons contacted: ☐ Principal ☐ Teacher ☐ School Nurse ☐ Other _____

Name of Minor: _____ Date of Birth: _____

Address: _____ Phone: _____

Date of Report: _____ Attendance Pattern: _____

Father: _____ Address: _____ Phone: _____

Mother: _____ Address: _____ Phone: _____

Guardian or
Stepparent: _____ Address: _____ Phone: _____

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

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

Previous action taken, if any: _____

Follow-up by Department of Public Health and Human Services (DPHHS to complete and return copy to the Building Principal):

Date Received: _____ Date of Investigation: _____

PERSONNEL

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Resolution of Staff Complaints/Problem-Solving

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

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

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

Cross Reference: 1700 Uniform Complaint Procedure

Policy History:

Adopted on: February 2007

Revised on:

PERSONNEL

5250

Non-Renewal of Employment/Dismissal From Employment

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

Cross Reference: 5140 Classified Employment and Assignment

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

Policy History:

Adopted on: February 2007

Revised on:

PERSONNEL

5251

Resignations

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

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

Legal Reference: *Booth v. Argenbright, 225 M 272, 731 P2d 1318, 44 St. Rep. 227 (1987)*

Policy History:

Adopted on: February 2007

Revised on: November 20, 2007

Note: Revised entire policy

PERSONNEL

5253

Retirement Programs for Employees

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

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

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

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

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

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

Policy History:

Adopted on: February 2007

Revised on:

Payment of Employer Contributions and Interest on Previous Service

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

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

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

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

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

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

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

Adopted on:

Reviewed on:

Revised on:

Revision Note:

Employer Payment Policy

5254F

I. Section 19-3-505, MCA

Payment of Employer Contributions and Interest on Previous Service

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

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

and to:

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

II. Section 19-3-504, MCA

Payment of Interest on Employer Contributions for Workers' Compensation Time

A PERS member may purchase time during which the member is absent from service because of an employment-related injury entitling the member to workers' compensation payments. PERS employers are required to pay employer contributions and must establish a policy for the payment of interest on employer contributions due for the workers' compensation time being purchased by an employee. The policy regarding payment of interest must be applied to all employees similarly situated. Thus, it is our policy to not pay the outstanding interest due on the employer's contributions for the employee's purchase of workers' compensation time.

NAME OF EMPLOYER _____

Signature of Officer: _____

Printed Name: _____

Title of Officer: _____

Dated: _____, 20____.

1

2

3 Legal Reference:

4

5 Policy History:

6 Adopted on:

7 Revised on:

8

9 *Revision Note:*

PERSONNEL

5255

Disciplinary Action

District employees who fail to fulfill their job responsibilities or to follow reasonable directions of their supervisors, or who conduct themselves on or off the job in ways that affect their effectiveness on the job, may be subject to discipline. Behavior, conduct, or action that may call for disciplinary action or dismissal includes but is not limited to reasonable job-related grounds based on a failure to satisfactorily perform job duties, disruption of the District's operation, or other legitimate reasons. The Superintendent or the Board may order an investigation into the employee's conduct when warranted by the circumstances.

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

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

The Superintendent is authorized to immediately suspend a staff member.

Legal Reference:	§ 20-3-210, MCA	Controversy appeals and hearings
	§ 20-3-324, MCA	Powers and duties
	§ 20-4-204, MCA	Termination of tenure teacher services
	§ 20-4-207, MCA	Dismissal of teacher under contract
	§ 39-2-903, MCA	Definitions
	<i>Johnson v. Columbia Falls Aluminum Company LLC</i> , 2009 MT 108N.	

Policy History:

Adopted on: February 2007

Revised on:

PERSONNEL

5256

Reduction in Force

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

The Board will follow the procedure stated in the current collective bargaining agreement when considering a reduction in force.

Cross Reference: 5250 Nonrenewal of Employment/Dismissal from Employment

Legal Reference: § 20-4-206, MCA Notification of nontenure teacher reelection – acceptable – termination

Policy History:

Adopted on: February 2007

Revised on: April 2019

PERSONNEL

5314

Substitutes

The Board will regularly approve a list of acceptable substitutes for classified and certified staff that meet the guidelines as prescribed in this policy. Appearance on the substitute list authorizes the administration to call upon a substitute to temporarily work for the District, but does not guarantee employment.

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

Substitute Certified Staff

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

If the absence of the regular, licensed, or authorized teacher continues for more than 35 consecutive teaching days, the Board of Trustees shall place a licensed teacher under contract or seek an emergency authorization of employment.

The Board annually, at the regular July Board meeting, establishes an hourly rate of pay for substitute teachers. No fringe benefits are given to substitute teachers.

Substitutes for Classified Staff

The Board authorizes the use of substitute employees that appear on the list to replace classified employees who are temporarily absent. The principal shall arrange for the substitute to work for the absent employee. Under no condition is an employee to select or arrange for their own substitute.

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

Legal Reference: 10.55.716, ARM Substitute teachers

Policy History:

Adopted on: February 2007

Revised on: February 2011

Jefferson High School District #1

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5314

- 1 Reviewed on: July 2012
- 2 Revised on: October 2012, May 2022

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Leaves of Absence

Sick and Bereavement Leave

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

Classified employees will be granted sick leave according to the terms of their collective bargaining agreement. Sick leave may be used by an employee when they are unable to perform job duties because of:

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

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

It is understood that seniority will accumulate while a teacher or employee is utilizing sick leave credits. Seniority will not accumulate, unless an employee is in a paid status. Abuse of sick leave is cause for disciplinary action up to and including termination. The administration is authorized to request documentation or evidence supporting a leave request.

An employee who has suffered a death in the immediate family will be eligible for bereavement leave according to the terms of the current collective bargaining agreement.

Personal Leave

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Teachers will be granted personal leave according to terms of the current collective bargaining agreement.

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
	§ 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: February 2007

Revised on: May 2022

Conditions for Use of Leave

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

Accrual and Use of Sick Leave Credits

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

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

Employees, whether classified or certified, simultaneously employed in two (2) or more positions, will accrue sick leave credits in each position according to the number of hours worked or a proration of the contract (in the case of certified) worked. Leave credits will be used only from the position in which the credits were earned and with approval of the supervisor or appropriate authority for that position. Hours in a pay status paid at the regular rate will be used to calculate leave accrual. Sick leave credits will not accrue for those hours exceeding forty (40) hours in a work week, which are paid as overtime hours or recorded as compensatory time. A full-time employee will not earn less than nor more than the full-time sick leave accrual rate provided classified employees.

When an employee who has not worked the qualifying period for use of sick leave takes an approved continuous leave of absence without pay in excess of fifteen (15) working days, the amount of time an employee is on leave of absence will not count toward completion of the qualifying period. The approved leave of absence exceeding fifteen (15) working days is not a break in service, and the employee will not lose any accrued sick leave credits nor lose credit for time earned toward the qualifying period. An approved continuous leave of absence without pay of fifteen (15) working days or less will be counted as time earned toward the ninety-(90)-day qualifying period.

Calculation of Sick Leave Credits

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

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

Sick Leave Banks

Donation of sick leave credits to and use of sick leave credits in the sick leave bank are governed by terms of the current collective bargaining agreement.

Lump-Sum Payment on Termination of Classified Employees

When a classified employee terminates employment with the District, the employee is entitled to cash compensation for one-fourth ($\frac{1}{4}$) of the employee's accrued and unused sick leave credits, provided the employee has worked the qualifying period. The value of unused sick leave is computed based on the employee's salary rate at the time of termination.

Industrial Accident

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

Sick Leave Substituted for Annual Leave

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

Procedure History:

Promulgated on: February 2007

Revised on:

PERSONNEL

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Military Leave

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

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

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

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

Unless otherwise impossible, all requests for military leave will be submitted at least one full month in advance of the date military service is to begin.

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

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

Policy History:

Adopted on: February 2007

Revised on:

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Breastfeeding in the School and Workplace

Recognizing that breastfeeding is a normal part of daily life for mothers and infants and that Montana law authorizes mothers to breastfeed their infants where mothers and children are authorized to be, the District 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 a child. The District is not required to provide break time if to do so would unduly disrupt the District's operations. Supervisors are encouraged to consider flexible schedules when accommodating employees' needs. Building administrators are authorized to work with teachers to provide students necessary time to express milk for a child.

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

Legal Reference:	§ 39-2-215, MCA	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 mothers
	37.111.811, ARM	Physical Requirements

Policy History:

Adopted on: Unknown

Revised on: July 2021

Revision Note:

Jefferson High School District #1

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Family Medical Leave

Employees are eligible for benefits under the Family Medical Leave Act when the District has fifty (50) or more employees. The Jefferson High School District #1 has less than fifty (50) employees and therefore employees are not eligible for FMLA benefits.

Legal Reference: 29 CFR 825, 29 USC 2601, et seq. - Family and Medical Leave Act of 1993

§§2-18-601, et seq., MCA Leave Time

§§49-2-301, et seq., MCA Prohibited Discriminatory Practices

Policy History:

Adopted on: February 2007

Revised on:

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Family Medical LeaveWho Is Eligible

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

Benefit

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

Reasons for Taking Leave

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

- a. To care for the employee's child after birth, or placement for adoption or foster care;
- b. To care for the employee's spouse, child, or parent (does not include parents-in-law) who has a serious health condition;
 - i. "son or daughter" includes a biological or adopted child, foster child, stepchild, a legal ward, or a child of a person standing in loco parentis.
- c. For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave1. Military Caregiver Leave

- a. An eligible employee who is a relative of a service member can take up to 26 weeks in a 12 month period in order to care for a covered service member who is seriously ill or injured in the line of duty.

2. Qualified Exigency Leave

- a. An eligible employee can take up to the normal 12 weeks of leave if a family member is on covered active duty. Covered active duty includes duty of a member of a regular component of the Armed Forces during deployment to a foreign country, and duty of a member of a reserve component of the Armed Forces during deployment to a foreign country under a call or order to active duty in support of specified contingency operations.

Qualifying Exigencies include:

- i. Short-notice deployment
- ii. Military events and related activities
- iii. Childcare and school activities
- iv. Financial and legal arrangements

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- v. Counseling
- vi. Rest and recuperation
- vii. Post-deployment activities; and
- viii. Additional activities agreed to by the employer and the employee

Substitution of Paid Leave

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

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

When Both Spouses are District Employees

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

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

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

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

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

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

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

Employee Notice Requirement

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

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

Employers are required to provide employees with notice explaining the FMLA through a poster and either a handbook or information upon hire. If an employee requests FMLA leave, an employer must provide notice to the employee within five (5) business days of whether the employee meets the FMLA eligibility requirements. If an employee is not eligible to take FMLA, the employer must provide a reason. The employer must also provide a rights and responsibilities notice outlining expectations and obligations relating to FMLA leave. If FMLA leave is approved by the employer, it must provide the employee with a designation notice stating the amount of leave that will be counted against an employee's FMLA entitlement.

Notice for Leave Due to Active Duty of Family Member

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

Requests

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

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

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Medical Certification

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

Intermittent/Reduced Leave

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

Insurance

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

Return

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

Recordkeeping

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

Summer Vacation

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

SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES

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

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

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

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

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

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

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

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

Intermittent or Reduced Leave

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

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

Procedure History:

Promulgated on: February 2007

Revised on: Unknown, Unknown, Unknown, May 2021

Revision Note:

First revision: Clarified reasons for taking leave (lines 22-30---page 1).

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- 1 *Second Revision: Added "Military Family Leave" section, and clarified "employee" and*
- 2 *"employer" notice requirements.*
- 3 *Third Revision: Clarified "Limitations on husband and wife of same employer".*
- 4

PERSONNEL

5329

Long-Term Illness/Temporary Disability

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

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

Policy History:

Adopted on: February 2007

Revised on: March 2020

Revision Note: Removes Maternity Leave which becomes its own policy number 5330

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Long-Term Illness/Temporary Disability

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

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

Procedure History:

Promulgated on: February 2007

Revised on: March 2020

Revision Note: Removed Maternity which became its own policy number 5330

Maternity Leave and Paternity Leave

The School District's maternity leave policy covers employees who are not eligible for FMLA leave at Policy 5328. Maternity leave includes only continuous absence immediately prior to adoption, delivery, absence for delivery, and absence for post-delivery recovery, or continuous absence immediately prior to and in the aftermath of miscarriage or other pregnancy-related complications.

The School District shall not refuse to grant an employee a reasonable leave of absence for pregnancy or require that an employee take a mandatory maternity leave for an unreasonable length of time. The School District has determined that maternity leave shall not exceed 12 weeks unless mandated otherwise by the employee's physician. Employees will be required to use appropriate accumulated paid leave concurrently while on FMLA leave.

The School District shall not deny to the employee who is disabled as a result of pregnancy any compensation to which the employee is entitled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by the employer, provided that the employer may require disability as a result of pregnancy to be verified by medical certification that the employee is not able to perform employment duties.

An employee who has signified her intent to return at the end of her maternity leave of absence shall be reinstated to her original job or an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits, and other service credits.

The School District will review requests for Paternity Leave in accordance with any applicable policy or collective bargaining agreement provision governing use of leave for family purposes.

Legal Reference:	§ 49-2-310, MCA	Maternity leave – unlawful acts of employers
	§ 49-2-311, MCA	Reinstatement to job following pregnancy-related leave of absence
	Admin. R. Mont. 24.9.1201—1207	Maternity Leave

Legal Reference:

Policy History:

Adopted on: March 2020

Revised on:

Revision Note:

PERSONNEL

5331

Insurance Benefits for Employees

Newly hired employees are eligible for insurance benefits offered by the District for the particular bargaining unit to which an employee belongs.

A medical examination at the expense of the employee may be required, if the employee elects to join the District health insurance program after initially refusing coverage during the “enrollment period”. An eligible employee wishing to discontinue or change health insurance coverage must initiate the action by contacting the personnel office and completing appropriate forms.

Anniversary dates of the health insurance policy for the District shall be June 1st through May 31st.

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

Policy History:

Adopted on: February 2007

Revised on:

PERSONNEL

5333

Holidays

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

The holidays required for classified staff, by are according to the current collective bargaining agreement.

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

When one of the above holidays falls on Sunday, the following Monday will not be a holiday.

When one of the above holidays falls on Saturday, the preceding Friday will not be a holiday.

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

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

Policy History:

Adopted on: February 2007

Revised on:

PERSONNEL

5334

Vacations

Classified and 12-month administrative employees will accrue annual vacation leave benefits in accordance with §§ 2-18-611, 2-18-612, 2-18-614 through 2-18-617 and 2-18-621, MCA. Nothing in this policy guarantees approval for granting specific days as annual vacation leave in any instance. The District will judge each request for vacation in accordance with staffing needs. Employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of six (6) calendar months.

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

Policy History:

Adopted on: February 2007

Revised on:

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

Vacation is earned according to the following schedule:

RATE-EARNED SCHEDULE

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

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

Maximum Accrual of Vacation Leave

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

Sick Leave Bank

An employee may contribute accumulated vacation leave to the sick leave bank provided for in 2-18-618, MCA. Donation of vacation leave credits to and use of vacation leave credits in the sick leave bank are governed by terms of the current collective bargaining agreement.

Annual Pay-Out

The District will, subject to the terms of a collective bargaining agreement, provide cash compensation in January of each year for unused vacation leave in lieu of the accumulation of vacation leave.

Lump-Sum Payment Upon Termination

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

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

Procedure History:

Promulgated on: February 2007

Revised on: October, 2013

Note: Revision added "Sick Leave Bank" procedures if the classified have a sick leave bank.

Note: September 2013 revision aligned the policy with the district practice of paying out vacation leave by changing the cash out language from "may" to "will". Line 40 Page 1

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5336

Compensatory Time and Overtime for Classified Employees

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

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

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

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".

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

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

Policy History:

Adopted on: February 2007

Revised on: January 2016

Note: For this revision the word "non-exempt" was added in line 16 to clarify overtime personnel.

January 2016 revision note: Added calculation of blended overtime.

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5337

Workers' Compensation Benefits

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

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

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

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

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

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

Policy History:

Adopted on: February 2007

Revised on:

1 Payment of Interest on Employer Contributions for Workers' Compensation Time

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

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

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

13

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

15

16 Policy History:

17 Adopted on:

18 Reviewed on:

19 Revised on:

PERSONNEL

5420

Paraprofessional Paraprofessionals

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

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

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

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

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

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

Policy History:

Adopted on: February 2007

Revised on: August 2018

ESSA Qualification Notifications

ANNUAL NOTIFICATION - OPTION TO REQUEST PROFESSIONAL QUALIFICATIONS

Dear Parent/Guardian,

Because our District receives federal funds for Title I programs as a part of the Every Student Succeeds Act (ESSA), you may request information regarding the professional qualifications of your child's teacher(s) and paraprofessional(s), if applicable.

If you would like to request this information, please contact the superintendent of Jefferson High School, by phone at (406) 225-3740 or by e-mail at superintendent@jhs.k12.mt.us

Sincerely, _____

Legal Reference:

Policy History:

Adopted on: August 2018

Revised on:

Revision Note:

Volunteers

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

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

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

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

Chaperones

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

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

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

Jefferson High School District #1

PERSONNEL

5430

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1 Cross Reference: 5122 Fingerprints and Criminal Background Investigations

2

3 Policy History:

4 Adopted on: February 2007

5 Revised on:

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

5430F

Page 1 of 2

I, _____ (the Volunteer), hereby agree to serve Jefferson High School
(the District) on a volunteer basis as a _____.

Please initial next to each statement:

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

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

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

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

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

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

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

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

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

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

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

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

5430F

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____ The Volunteer is 18 years or older.

____ The Volunteer understands that this authorization only applies to the ____/____
school year.

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

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

DISTRICT REPRESENTATIVE

DATE

VOLUNTEER SIGNATURE

DATE

Legal Reference:

Policy History:

Adopted on: March 2020

Revised on:

Revision Note:

PERSONNEL

5440

Student Teachers/Interns

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

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

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

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

Cross Reference: 5122 Fingerprints and Criminal Background Investigations

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

Policy History:

Adopted on: February 2007

Revised on:

Recruitment and Retention

It is the policy of the District to utilize all resources available to meet the District's objective of recruiting and retaining high quality staff focused on the individual success of each student. To meet this objective, the District will utilize the flexible instructor licensure opportunities available to the District.

Flexible Instructor Licensing

It is the policy of the District to increase the flexibility and efficiency of the District's resources by utilizing the provision of law allowing flexibility in licensure of instructors and as a means of addressing recruitment and retention of staff. Flexibilities in the following areas are available for the District's enhancement of its programs and services with a focus on individual student success:.

- Internships
 - Available to anyone with a current license and endorsement in one subject who wants to move to a new licensed role/endorsed area.
 - Requirements must be satisfied within 3 years
 - Must include a plan between the intern, the school district and an accredited preparation program
- Provisionally Certified
 - May be issued to an otherwise qualified applicant who can provide satisfactory evidence of:
 - The intent to qualify in the future for a class 1 or class 2 certificate and
 - Who has completed a 4-year college program or its equivalent, and
 - Holds a bachelor's degree from a unit of the Montana university system or its equivalent.
- Substitutes
 - Must have a GED or high school diploma
 - Will have completed 3 hours of training by the district
 - Will have submitted a fingerprint background check
(All requirements can be waived by the district if the substitute has prior substitute teaching experience in another Montana public school from November 2002 and earlier)
 - May not substitute more than 35 consecutive days for the same teacher, however the same substitute can be used for successive absences of different staff as long as each regular teacher for whom the substitute is covering is back by 35 consecutive teaching days
- Retired Educators
 - School district must certify to OPI and TRS that the district has been unable to fill the position due to no qualified applications or no acceptance of offer by a non-retired teacher

- Limited to employment in a second or third class elementary district or a second or third class high school district
- Retired teacher must have 27 years of experience in TRS
- There is a 3-year lifetime limit on the retired individual going to work under this provision
- Class 3 Administrative License
 - Valid for a period of 5 years
 - Appropriate administrative areas include: elementary principal, secondary principal, K-12 principal, K-12 superintendent, and supervisor.
 - Must be eligible for an appropriately endorsed Class 1,2 or 5 license to teach in the school(s) in which the applicant would be an administrator or would supervise, and qualify as set forth in ARM 10.57.414 through 10.57.418
 - An applicant for a Class 3 administrative license who completed an educator preparation program which does not meet the definition in ARM 10.57.102(2), who is currently licensed in another state at the same level of licensure, may be considered for licensure with verification of five years of successful administrative experience as defined in ARM 10.57.102 as documented by a recommendation from a state accredited P-12 school employer on a form prescribed by the Superintendent of Public Instruction and approved by the Board of Public Education. The requirements of ARM 10.57.414(1)(c)(i-iii) must be met by an applicant seeking a superintendent endorsement.
- Class 4 for CTE
 - Valid for a period of 5 years
 - Renewable pursuant to the requirements of 10.57.215, ARM and the requirements specific to each type of Class 4 license.
 - 4A – for licensed teachers without a CTE endorsement
 - 4B – for individuals with at least a bachelor’s degree
 - 4C – for individuals with a minimum of a high school diploma or GED
- Class 5 alternatives
 - Good for a maximum of 3 years
 - Requirements dependent upon the alternative the district is seeking
- Emergency authorization of employment
 - Individual must have previously held a valid teacher or specialist certificate or have met requirements of rule 10.57.107, ARM
 - Emergency authorization is valid for one year, but can be renewed from year to year provided conditions of scarcity continue to persist

Loan Repayment Program

The District will assist any quality educator who meets the qualifications for the state’s loan repayment program. Loan repayment assistance may be provided on behalf of a quality educator who: (1) is employed newly hired in an identified impacted school

described in a critical quality educator shortage area as defined in 10-4-502; and (2) has an educational loan that is not in default and that has a minimum unpaid current balance of at least \$1,000 at the time of application.

A quality educator is eligible for state-funded loan repayment assistance for no more than 3 years and an additional 1 year of loan repayment assistance voluntarily funded by the impacted school or the district under which the impacted school is operated, with the maximum annual loan repayment assistance not to exceed:

- \$3,000 of state-funded loan repayment assistance after the first complete year of teaching in an impacted school;
- \$4,000 of state-funded loan repayment assistance after the second complete year of teaching in the same impacted school or another impacted within the same school district;
- \$5,000 of state-funded loan repayment assistance after the third complete year of teaching in the same impacted school or another impacted school within the same school district; and
- Up to \$5,000 of loan repayment assistance funded by the impacted school or the district under which the impacted school is operated after the fourth complete year of teaching in the same impacted school or another impacted school within the same school district.

Legal References:	10.55.716, ARM	Substitute Teachers
	10.55.607, ARM	Internships
	10.27.102, ARM	Definitions
	10.57.107, ARM	Emergency Authorization of Employment
	10.57.215, ARM	Renewal Requirements
	10.57.414, ARM	Class 3 Administrative License – Superintendent Endorsement
	10.57.420, ARM	Class 4 Career and Technical Education License
	10.57.424, ARM	Class 5 Provisional License
	19-20-732, MCA	Reemployment of certain retired teachers, specialists and administrators – procedure – definitions
	20-4-501-20-4-505	Loan Repayment Assistance for Quality Educator

Policy History:

Adopted on: March 2018

Revised on: March 2020

Revision Note:

Employee Use of Electronic Mail, Internet, Networks, and District Equipment

The District equipment, e-mail, and Internet systems are intended to be used for educational purposes only. While occasional personal use is allowed, employees should have no expectation of privacy in District-owned technology equipment, including but not limited to District-owned desktops, laptops, memory storage devices, and cell phones.

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

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

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

Additionally, District equipment, records, and e-mail/Internet records are subject to disclosure to law enforcement or government officials or to other third parties through subpoena or other process.

Consequently, the district retains the right to access stored records in cases where there is reasonable cause to expect wrong-doing or misuse of the system and to review, store, and disclose all information sent over the District e-mail systems for any legally permissible reason, including but not limited to determining whether the information is a public record, whether it contains information discoverable in litigation, and to access District information in the employee's absence. E-mail/Internet messages by employees may not necessarily reflect the views of the District.

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.

All e-mail/Internet records are considered District records and should be transmitted only to individuals who have a need to receive them. E-mail sent or received by the District or the

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

Policy History:

Adopted on: February 2007

Revised on: April 2008, May 2022

Note: This revision extensively updated and expanded this policy based on responses from a court decision. Expansion included more definition, tighter security, employee responsibility, disclosure and recordkeeping requirements.

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

Every staff member must read and sign below:

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

Terms and Conditions

1. Acceptable Use – Access to the District's technology and electronic networks must be:
(a) for the purpose of education or research and consistent with the educational objectives of the District; or (b) for legitimate business use.
2. Privileges – The use of the District's technology and electronic networks is a privilege, not a right, and inappropriate use will result in cancellation of those privileges. The system administrator (and/or principal) will make all decisions regarding whether or not a user has violated these procedures and may deny, revoke, or suspend access at any time. That decision is final.
3. Unacceptable Use – The user is responsible for his or her actions and activities involving the network. Some examples of unacceptable uses are:
 - a. Using the network for any illegal activity, including violation of copyright or other contracts, or transmitting any material in violation of any federal or state law;
 - b. Unauthorized downloading of software, regardless of whether it is copyrighted or devirused;
 - c. Downloading copyrighted material for any reason other than personal use;
 - d. Using the network for private financial or commercial gain;
 - e. Wastefully using resources, such as file space;
 - f. Hacking or gaining unauthorized access to files, resources, or entities;
 - g. Invading the privacy of individuals, which includes the unauthorized disclosure, dissemination, and use of information of a personal nature about anyone;

- 1 h. Using another user's account or password;
- 2
- 3 i. Posting material authored or created by another without his/her consent;
- 4
- 5 j. Posting anonymous messages;
- 6
- 7 k. Using the network for commercial or private advertising;
- 8
- 9 l. Accessing, submitting, posting, publishing, or displaying any defamatory,
- 10 inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially
- 11 offensive, harassing, or illegal material; and
- 12
- 13 m. Using the network while access privileges are suspended or revoked.
- 14
- 15 4. Network Etiquette – The user is expected to abide by the generally accepted rules of
- 16 network etiquette. These include but are not limited to the following:
- 17
- 18 a. Be polite. Do not become abusive in messages to others.
- 19
- 20 b. Use appropriate language. Do not swear or use vulgarities or any other
- 21 inappropriate language.
- 22
- 23 c. Do not reveal personal information, including the addresses or telephone
- 24 numbers, of students or colleagues.
- 25
- 26 d. Recognize that electronic mail (e-mail) is not private. People who operate the
- 27 system have access to all mail. Messages relating to or in support of illegal
- 28 activities may be reported to the authorities.
- 29
- 30 e. Do not use the network in any way that would disrupt its use by other users.
- 31
- 32 f. Consider all communications and information accessible via the network to be
- 33 private property.
- 34
- 35 5. No Warranties – The District makes no warranties of any kind, whether expressed or
- 36 implied, for the service it is providing. The District will not be responsible for any
- 37 damages the user suffers. This includes loss of data resulting from delays, non-deliveries,
- 38 missed deliveries, or service interruptions caused by its negligence or the user's errors or
- 39 omissions. Use of any information obtained via the Internet is at the user's own risk.
- 40 The District specifically denies any responsibility for the accuracy or quality of
- 41 information obtained through its services.
- 42
- 43 6. Indemnification – The user agrees to indemnify the District for any losses, costs, or
- 44 damages, including reasonable attorney fees, incurred by the District, relating to or

arising out of any violation of these procedures.

7. Security – Network security is a high priority. If the user can identify a security problem on the Internet, the user must notify the system administrator or building principal. Do not demonstrate the problem to other users. Keep your account and password confidential. Do not use another individual's account without written permission from that individual. Attempts to log on to the Internet as a system administrator will result in cancellation of user privileges. Any user identified as a security risk may be denied access to the network.

8. Vandalism and Damage – Vandalism will result in cancellation of privileges and other disciplinary action. Vandalism is defined as any malicious attempt to harm or destroy data of another user, the Internet, or any other network. This includes but is not limited to uploading or creation of computer viruses. The user is responsible for any unintentional damage to the District-owned equipment or technology that cause by the use or user's negligence. Such damage includes but is not limited to that caused by drops, spills, virus, exposure to heat and cold, or submersion.

9. Charges – The District assumes no responsibility for any unauthorized charges or fees, including telephone charges, long-distance charges, per-minute surcharges, and/or equipment or line costs.

Internet Safety

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

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

User Name (*please print*)

User Signature

Date

Legal Reference:

Policy History:

Adopted on: May 2022

Revised on:

Revision Note:

Employee Use of Electronic Mail, Internet, Networks, and District Equipment Procedure

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

Terms and Conditions

1. Acceptable Use – Access to the District's electronic networks must be: (a) for the purpose of education or research and consistent with the educational objectives of the District; or (b) for legitimate business use.
2. Privileges – The use of the District's electronic networks is a privilege, not a right, and inappropriate use will result in cancellation of those privileges. The system administrator (and/or principal) will make all decisions regarding whether or not a user has violated these procedures and may deny, revoke, or suspend access at any time. That decision is final.
3. Unacceptable Use – The user is responsible for his or her actions and activities involving the network. Some examples of unacceptable uses are:
 - a. Using the network for any illegal activity, including violation of copyright or other contracts, or transmitting any material in violation of any federal or state law;
 - b. Unauthorized downloading of software;
 - c. Downloading copyrighted material for any reason other than personal use;
 - d. Using the network for private financial or commercial gain;
 - e. Wastefully using resources, such as file space;
 - f. Hacking or gaining unauthorized access to files, resources, or entities;
 - g. Invading the privacy of individuals, which includes the unauthorized disclosure, dissemination, and use of information of a personal nature about anyone;
 - h. Using another user's account or password;
 - i. Posting material authored or created by another, without his/her consent;

- 1 j. Posting anonymous messages;
- 2
- 3 k. Using the network for commercial or private advertising;
- 4
- 5 l. Accessing, submitting, posting, publishing, or displaying any defamatory,
- 6 inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially
- 7 offensive, harassing, or illegal material; and
- 8
- 9 m. Using the network while access privileges are suspended or revoked.
- 10
- 11 4. Network Etiquette – The user is expected to abide by the generally accepted rules of
- 12 network etiquette. These include but are not limited to the following:
- 13
- 14 a. Be polite. Do not become abusive in messages to others.
- 15
- 16 b. Use appropriate language. Do not swear or use vulgarities or any other
- 17 inappropriate language.
- 18
- 19 c. Do not reveal personal information, including the addresses or telephone
- 20 numbers, of students or colleagues.
- 21
- 22 d. Recognize that electronic mail (e-mail) is not private. People who operate the
- 23 system have access to all mail. Messages relating to or in support of illegal
- 24 activities may be reported to the authorities.
- 25
- 26 e. Do not use the network in any way that would disrupt its use by other users.
- 27
- 28 f. Consider all communications and information accessible via the network to be
- 29 private property.
- 30
- 31 5. No Warranties – The District makes no warranties of any kind, whether expressed or
- 32 implied, for the service it is providing. The District will not be responsible for any
- 33 damages the user suffers. This includes loss of data resulting from delays, non-deliveries,
- 34 missed deliveries, or service interruptions caused by its negligence or the user's errors or
- 35 omissions. Use of any information obtained via the Internet is at the user's own risk.
- 36 The District specifically denies any responsibility for the accuracy or quality of
- 37 information obtained through its services.
- 38
- 39 6. Indemnification – The user agrees to indemnify the District for any losses, costs, or
- 40 damages, including reasonable attorney fees, incurred by the District, relating to or
- 41 arising out of any violation of these procedures.
- 42
- 43 7. Security – Network security is a high priority. If the user can identify a security problem
- 44 on the Internet, the user must notify the system administrator or building principal. Do

not demonstrate the problem to other users. Keep your account and password confidential. Do not use another individual's account without written permission from that individual. Attempts to log on to the Internet as a system administrator will result in cancellation of user privileges. Any user identified as a security risk may be denied access to the network.

8. Vandalism and Damage – Vandalism will result in cancellation of privileges, and other disciplinary action. Vandalism is defined as any malicious attempt to harm or destroy data of another user, the Internet, or any other network. This includes but is not limited to uploading or creation of computer viruses. The user is responsible for any unintentional damage to the District-owned equipment or technology that is caused by the user's negligence. Such damage includes but is not limited to that caused by drops, spills, virus, exposure to heat and cold, or submersion.

9. Charges – The District assumes no responsibility for any unauthorized charges or fees, including telephone charges, long-distance charges, per-minute surcharges, and/or equipment or line costs.

10. Copyright Web Publishing Rules – Copyright law and District policy prohibit the republishing of text or graphics found on the Web or on District Websites or file servers without explicit written permission.

- a. For each republication (on a Website or file server) of a graphic or text file that was produced externally, there must be a notice at the bottom of the page crediting the original producer and noting how and when permission was granted. If possible, the notice should also include the Web address of the original source.
- b. Students and staff engaged in producing Web pages must provide library media specialists with e-mail or hard copy permissions before the Web pages are published. Printed evidence of the status of "public domain" documents must be provided.
- c. The absence of a copyright notice may not be interpreted as permission to copy the materials. Only the copyright owner may provide the permission. The manager of the Website displaying the material may not be considered a source of permission.
- d. The "fair use" rules governing student reports in classrooms are less stringent and permit limited use of graphics and text.
- e. Student work may only be published if there is written permission from both the parent/guardian and the student.

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

Legal Reference: Children’s Internet Protection Act, P.L. 106-554
Broadband Data Services Improvement Act/Protecting Children in
the 21st Century Act of 2008 (P.L. 110-385)
20 U.S.C. § 6801, et seq. Language instruction for limited English
proficient and immigrant students
47 U.S.C. § 254(h) and (l) Universal service

Policy History:

Adopted on: May 2022

Revised on:

Revision Note:

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Payment of Wages Upon Termination

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

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

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

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

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

Policy History:

Adopted on: February 2007

Revised on: March 2020

Note: Revision included the change from 15 days to 30 days in lines 15-16.

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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:

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

Compliance

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

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

Designating a limited number of privacy contacts allows the District to control who is receiving PHI from the contract claims payor for plan operations purposes. The contract claims payor will provide only the minimum PHI necessary for the stated purpose and, as required under the

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1 Privacy Rule, will provide PHI only to individuals with a legitimate need to know for plan
2 operations purposes.

3
4 The District has distributed a notice of privacy practices to plan participants. The notice informs
5 plan participants of their rights and the District's privacy practices related to the use and
6 disclosure of PHI. A copy of this notice may be obtained by contacting the Privacy Officer.

7
8 The District has reviewed how PHI is used and disclosed by the plan and has limited disclosure
9 of that information to employees who have a legitimate need to know or possess the PHI for
10 healthcare operations and functions. The District will make reasonable efforts to use de-
11 identified information whenever possible in the operations of the plan and will only use the
12 minimum PHI necessary for the stated purpose.

13
14 Some of the District's employees need access to PHI in order to properly perform the functions
15 of their jobs. The District has identified these employees and has given them training in the
16 important aspects of the HIPAA Privacy Rule, the privacy policy, and procedures. New
17 employees who will have access to PHI will receive training on the HIPAA Privacy Rule and
18 related policies and procedures as soon as reasonably possible after they are employed.
19 Employees who improperly use or disclose PHI or misuse their access to that information may
20 be subject to discipline, as deemed appropriate.

21
22 In the event the group health plan must disclose PHI in the course of performing necessary plan
23 operations functions or as required by law or a governmental agency, the District has developed
24 a system to record those disclosures and requests for disclosures. An individual may request a
25 list of disclosures of his or her PHI made by the plan for other than treatment or claims payment
26 purposes. All requests for an accounting of PHI disclosures must be made in writing, and the
27 plan may impose fees for the cost of production of this information. Requests will be responded
28 to within sixty (60) days. If the plan is not able to provide the requested information within sixty
29 (60) days, a written notice of delay will be sent to the requesting individual, with the reasons for
30 the delay and an estimated time for response.

31
32 In order to comply with the new privacy regulations, the plan has implemented compliant
33 communication procedures. Except for its use in legitimate healthcare operations, written
34 permission will be required in order for the District to disclose PHI to or discuss it with a third
35 party.

36
37 The HIPAA Privacy Rule prohibits the District from disclosing medical information without the
38 patient's written permission other than for treatment, payment, or healthcare operations purposes.
39 An authorization signed by the patient and designating specified individuals to whom the District
40 may disclose specified medical information must be on file, before the plan can discuss a
41 patient's medical information with a third party (such as a spouse, parent, group health plan
42 representative, or other individual).

43
44 The District has taken the following steps to ensure PHI is safeguarded:

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- 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

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1 with the Privacy Officer. No retaliation will occur against the employee for filing a complaint.
2 The contact information for the Privacy Officer is:

3
4 District Clerk
5 Jefferson High School District
6 PO Box 176
7 Boulder, MT 59632
8
9
10

11 Policy History:

12 Adopted on: February 2007

13 Revised on: