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SCHOOL DISTRICT 50,
COUNTY OF GLACIER EAST
GLACIER PARK GRADE
SCHOOL
5000 SERIES

PERSONNEL

TABLE OF CONTENTS

Accommodating Individuals with Disabilities and
Section 504 of the

R 5002	
R 5010	Rehabilitation Act of 1973
	Equal Employment Opportunity and Non-Discrimination
R 5012	Sexual Harassment, Sexual Intimidation and Sexual Misconduct in the Workplace
5012F	Harassment Reporting Form for Employees
5015	Bullying/Harassment/Intimidation
5120	Hiring Process and Criteria
5120F	Criminal History Dissemination Log
5120F	Determination of Eligibility Sheet
5120F	Notice of Federal Background Check Determination Form
5120F	Re-dissemination of Criminal History Report Form
5120P	Fingerprint Background Handling Procedure
5121	Applicability of Personnel Policies
5122	Fingerprints and Criminal Background Investigations
5122F	Applicant Rights and Consent to Fingerprint
5125	Whistle Blowing and Retaliation
5130	Staff Health
5140	Classified Employment and Assignment
5210	Assignments, Reassignments, Transfers
5213	Vacancies
5220	Prohibition on Aiding Sexual Abuse
5221	Work Day
R 5222	Evaluation of Certified and Classified Staff
5223	Personal Conduct
5224	Political Activity
5226	Drug-Free Workplace
5226F	Drug-Free Workplace School Board-Employee Agreement
R 5228 - 5228P	Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers
5230	Prevention of Disease Transmission
5231 - 5231P	Personnel Records
5232	Abused and Neglected Child Reporting

5250	Termination from Employment/Non-Renewal of Employment
5251	Resignations
5254	Payment of Employer Contributions and Interest on Previous Service
5254F	Employer Payment Policy Form
5255	Disciplinary Action
5256	Reduction in Force
5314	Substitutes
5321 - 5321P	Leaves of Absence
5321F	Sick Leave Bank Procedures
5322	Military Leave
R 5325	Breastfeeding in the School and Workplace
R 5328	Family Medical Leave
5328P	Family Medical Leave Procedure
5329 - 5329P	Long-Term Illness/Temporary Disability Leave
5330	Maternity Leave
5331	Insurance Benefits for Employees
5333	Holidays
5334	Vacations
5334P	Vacation Guidelines
R 5336	Fair Labor Standards Act
5337	Workers' Compensation Benefits
5338	Absence Due to Illness or Injury
5420	Paraprofessionals
5420F	ESSA Qualifications Notification Request Form
5430	Volunteers/Chaperones
5430F	Chaperone Letter of Understanding
5440	Student Teachers/Interns
5450	Employee use of Electronic Mail, Internet, Networks, and District Equipment
5450F	Acceptable Use of Electronic Network
5460	Electronic Resources and Social Networking
5500	Payment of Wages Upon Termination
R 5510	HIPAA
5510F	Request for Protected Health Information
5630	Employee Use of Mobile Devices

**A. School District 50, County of Glacier
East Glacier Park Grade School**

R

PERSONNEL

5002

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

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

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

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

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

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

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: April 26, 1999

Reviewed on:

Revised on: January 20, 2020

**B. School District 50, County of Glacier
East Glacier Park Grade School**

R

PERSONNEL

5010

page 1 of 2

Equal Employment Opportunity and Non-Discrimination

The District will provide equal employment opportunities to all persons, regardless of their race, color, religion, creed, national origin, genetic information, sex, age, ancestry, marital status, military status, citizenship status, use of lawful products while not at work, physical or mental disability. The District will make reasonable accommodation for an individual with a disability known to the District, if the individual is otherwise qualified for the position, unless the accommodation would impose undue hardship on the District.

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

Title: Administrator

Office address: PO Box 150, 125 Washington Street, East Glacier Park, MT 59434

Email: eastglacierschool@yahoo.com

Phone number: 406-226-5543

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: Administrator

Office address: PO Box 150, 125 Washington Street, East Glacier Park, MT 59434

Email: eastglacierschool@yahoo.com

Phone number: 406-226-5543

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

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

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

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

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

Legal Reference: Age Discrimination in Employment Act, 29 U.S.C. §§ 621, *et seq.*

Americans with Disabilities Act, Title I, 42 U.S.C. §§ 12111, *et seq.*

Equal Pay Act, 29 U.S.C. § 206(d)

Immigration Reform and Control Act, 8 U.S.C. §§ 1324(a), *et seq.*

Rehabilitation Act of 1973, 29 U.S.C. §§ 791, *et seq.*

Genetic Information Nondiscrimination Act of 2008 (GINA)

Title VII of the Civil Rights Act, 42 U.S.C. §§ 2000(e), *et seq.*; 29 C.F.R., Part 1601

Title IX of the Education Amendments, 20 U.S.C. §§ 1681, *et seq.*; 34 C.F.R., Part 106

Montana Constitution, Art. X, § 1 – Educational goals and duties

§ 49-2-101, *et seq.*, MCA Human Rights Act

§ 49-2-303, MCA Discrimination in Employment

§ 49-3-102, MCA What local governmental units affected

§ 49-3-201, MCA Employment of state and local government personnel.

Policy History:

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Reviewed on:

Revised on: January 20, 2020

Revised on December 7, 2020

Revised on: February 22, 2021

**C. School District 50, County of Glacier
East Glacier Park Grade School**

R

PERSONNEL

5012

Page 1 of 3

Sexual Harassment, Sexual Intimidation and Sexual Misconduct in the Workplace

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: Administrator

Office address: PO Box 150, 125 Washington Street, East Glacier Park, MT 59434

Email: eastglacierschool@yahoo.com

Phone number: 406-226-5543

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 directs the individual to the applicable sex discrimination process for investigation.

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

Retaliation Prohibited

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

Confidentiality

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

Notice Requirements

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

Training Requirements

The District ensures that Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, receives training on the definition of sexual harassment, the scope of the District's education program or activity, how to conduct an investigation and grievance process including hearings, appeals and informal resolution processes, when applicable, and how to serve impartially including by prejudgment avoiding of the facts at issue, conflicts of interest and bias. The District also ensures that decision-makers and investigators receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant as set forth in the formal procedures that follow, and training on any technology to be used at a live hearing, if applicable. Investigators also receive training on issues

of relevance to create an investigative report that fairly summarizes relevant evidence. All materials used to train individuals who receive training under this section must

not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints of sexual harassment and are made publicly available on the District's website.

Conflict of Interest and Bias

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

Determination of Responsibility

The individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment is presumed not responsible for alleged conduct. A determination regarding responsibility will be made by the decision-maker at the conclusion of the investigation in accordance with the process outlined in Policy 5012P. No disciplinary sanctions will be imposed unless and until a final determination of responsibility is reached.

Cross Reference: 5010 – Equal Employment and Non-Discrimination

5012P – Sexual Harassment Procedures
Legal References: Art. X, Sec. 1, Montana Constitution – Educational goals and duties

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

Policy History:

Adopted on: April 26, 1999

Reviewed on:

Revised on: January 20, 2020

Revised on: December 7, 2020

Revised on: February 22, 2021

Sexual Harassment Reporting/Intake Form for Employees

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

School _____ Date _____

Employee's name _____

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

• Describe the incident(s).

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

• Were other individuals involved in the incident(s)? yes no
If so, name the individual(s) and explain their roles.

• Did anyone witness the incident(s)? yes no
If so, name the witnesses.

• Did you take any action in response to the incident? yes no
If yes, what action did you take?

• Were there any prior incidents? yes no
If so, describe any prior incidents.

Signature of complainant _____

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

**E. School District 50, County of Glacier
East Glacier Park Grade School**

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PERSONNEL

5012P
Page 1 of 8

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 complaint process before the imposition of any disciplinary sanctions or other actions that are not supportive measures. However, nothing in this policy precludes the District from placing a non-student employee Respondent on administrative leave during the pendency of the grievance process. The District may also remove a student Respondent alleged to have harassed an employee Complainant from the education setting. The student may receive instruction in an offsite capacity during the period of removal. This provision may not be construed to modify any rights under the Individuals with Disabilities

Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

R5012P

Page 3 of 8

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

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

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

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

Investigation of a Formal Complaint

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

- A.a.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';
- A.a.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;

R5012P

Page 4 of 8

5. Provide written notice of the date, time, location, participants, and purpose of any interview or meeting at which a party is expected to participate, with sufficient time for the party to prepare to participate;
6. Provide the parties equal access to review all the evidence collected which is directly related to the allegations raised in a formal complaint and comply with the review periods outlined in this process;
7. Objectively evaluate all relevant evidence without relying on sex stereotypes;
8. Ensure that Title IX Coordinators, investigators, decision-makers and individuals who facilitate an informal resolution process, do not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent;
9. Not make credibility determinations based on the individual's status as Complainant, Respondent or witness;
10. Not use questions or evidence that constitute or seek disclosure of privileged information unless waived.

Dismissal of Formal Complaints

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

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

- A.a.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;
- A.a.2. the Respondent is no longer enrolled or employed by the District or;
- A.a.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:

- a. .1. Identify the allegations potentially constituting sexual harassment;
- a. .2. Describe the procedural steps taken, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather evidence, and hearings held;
- a. .3. Include the findings of fact supporting the determination;

- a. .4. Draw conclusions regarding the application of any District policies and/or code of conduct rules to the facts;

R5012P

Page 6 of 8

- a. .5. Address each allegation and a resolution of the complaint including a determination regarding responsibility, the rationale therefore, 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
- a. .6. The procedures and permissible bases for the Complainant and/or Respondent to appeal the determination.

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

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

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

Appeals

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

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

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

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

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

Informal Resolution Process

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

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

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

Recordkeeping

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

1. Each sexual harassment investigation, including any determination regarding responsibility, any disciplinary sanctions imposed on the Respondent, and any remedies provided to the Complainant designed to restore or preserve equal access to the District's education program or activity;
2. Any appeal and the result therefrom;

- 3. Any informal resolution and the result therefrom; and
- 4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The District must make these training materials publicly available on its website.

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

Cross Reference: Policy 5010 Equal Employment and Nondiscrimination

Policy 5012 Sexual Harassment
 Policy 5255 Employee Discipline

Legal References: Art. X, Sec. 1, Montana Constitution – Educational goals and duties

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

Policy History:

Adopted on: December 7, 2020

Reviewed on:

Revised on: February 22, 2021

Revised on: January 24, 2022

F.

**G. School District 50, County of Glacier
East Glacier Park Grade School**

PERSONNEL

5015
Page 1 of 2

Bullying/Harassment/Intimidation

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

Definitions

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

Reporting

All complaints about behavior that may violate this policy shall be promptly investigated. Any employee or third party who has knowledge of conduct in violation of this policy or feels he/she has been a victim of harassment, intimidation, or bullying in violation of this policy is encouraged to immediately report his/her concerns to the building principal or the District Administrator, who have overall responsibility for such investigations. Complaints against the building principal shall be filed with the Superintendent. Complaints against the Superintendent or District Administrator shall be filed with the Board, via written communication to the Board Chair.

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

5015

Page 2 of 2

Responsibilities

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

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

Consequences

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

Retaliation and Reprisal

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

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

Policy History:

Adopted on: May 14, 2007

Reviewed on:

Revised on: February 22, 2010

Revised on: January 20, 2020

Revised on: December 7, 2020

Revised on: February 22, 2021

**H. School District 50, County of Glacier
East Glacier Park Grade School**

PERSONNEL

5120

Hiring Process and Criteria

The Board and Superintendent/administrator will determine the screening and hiring process upon the existence of each vacancy. 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 fingerprint/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 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 custodian of records will register all certificates, noting class and endorsement of certificates, and will update permanent records as necessary. The custodian of records 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

Policy History:

Adopted on: April 26, 1999


Reviewed on:

Revised on: October 28, 2002

Revised on: January 20, 2020

Dissemination Log

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.

East Glacier Park Grade School

Denise Mason
Business Manager, District Clerk
PO Box 150
125 Washington Street
East Glacier Park, MT 59434

CONFIDENTIAL

Determination of Eligibility for Hire – Policy 5120F

DATE: _____

TO: _____
(Name of Applicant)

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

(Name of Applicant)

(Date of Birth)

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

Please contact the East Glacier Park Grade School District with any questions regarding this determination or to be provided with a copy of the East Glacier Park Grade 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

Re-dissemination of Criminal History to the Individual

If your fingerprint result is on file with the Office of Public Instruction, a Montana public school or public school district, or a unit of the Montana university system, those results can be distributed from the requesting Agency to the individual.

I authorize _____

The Office of Public Instruction; or

A Unit of the Montana Public University System; or

Montana Public School or Public School District

To share the results of my fingerprint based background check with myself for challenge or disputing incorrect information with Montana Criminal Records.

Authorized Agency _____

Signature of Applicant _____

Date of Birth _____

Printed or typed name of applicant _____

Date _____

Recipient Phone _____

**I. School District 50, County of Glacier
East Glacier Park Grade School**

PERSONNEL

5120P
Page 1 of 3

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 hired by the East Glacier Park Grade School, School District 50 need to be fingerprinted.
2. East Glacier Park Grade School, School District 50 will obtain a signed waiver from all applicants and provide written communication of applicant rights (Applicant Rights and Consent to Fingerprint Form 5122F). 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 employees Personnel File.

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

Ink fingerprints are captured in house by agency personnel that have completed and passed the certification course provided by CRISS. All applicants must provide a current government issued photo identification at the time of fingerprinting for identification verification. Two ink fingerprint cards are captured for each applicant and all data fields are completed and checked for accuracy. Complete fingerprint cards are then mailed to DOJ/CRISS along with payment.

LASO

Denise Mason has been appointed as the Local Agency Security Officer and acts as the primary point of contact between the School District and CRISS. Denise Mason 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 other authorized personnel will be reported to CRISS immediately.

Access of CHRI

All background results are received by Denise Mason 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

Principal Shayna Schildt, and the Business manager Denise Mason.

Printed background checks are reviewed by the Business Manager Denise Mason and a determination form is completed. If any adverse results are present on the background check, it is given to the Principal for final determination of eligibility, consulting with the County Superintendent. East Glacier Park Grade 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.

5120P
Page 2 of 3

- 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

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 32 in this policy have access to this information. Only authorized personnel are present during the 33 determination process when the criminal record is being reviewed..

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

The East Glacier Park Grade School, School District 50 does not disseminate criminal history record information with any other agency. A copy of the determination form can be provided to outside agencies upon request..

Destruction Procedure

At the end of the retention and storage period outlined in this document, all CHRI and related information is shredded in house by Denise Mason. Applicant procedures for challenging or correcting their record Boards will Select One Option:

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

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.

5120P
Page 3 of 3

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 agencies plan to ensure that this incident does not get repeated.

Training Procedure

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

Policy History:

Adopted on: April 26, 1999

Reviewed on:

Revised on: January 20, 2020

Revised on: January 24, 2022

**J. School District 50, County of Glacier
East Glacier Park Grade School**

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 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 limit on legislative authority

Policy History:

Adopted on: January 20, 2020

Reviewed on:

Revised on: April 26, 2022

**K. School District 50, County of Glacier
East Glacier Park Grade School**

PERSONNEL

5122

Fingerprints and Criminal Background Investigations

It is the policy of the Board that any finalist recommended for hire to a paid or volunteer position with the District involving regular unsupervised access to students in schools, as determined by the Superintendent, shall submit to a name-based and fingerprint criminal background investigation [federal fingerprint-based criminal history record check] conducted by the appropriate law enforcement agency prior to consideration of the recommendation for employment or appointment by the Board.

Any requirement of an applicant to submit to a fingerprint background check shall be in compliance with the Volunteers for Children Act of 1998 and applicable federal regulations. If an applicant has any prior record of arrest or conviction by any local, state, or federal law enforcement agency for an offense other than a minor traffic violation, the facts must be reviewed by the Superintendent, who shall decide whether the applicant shall be declared eligible for appointment or employment in a manner consistent with the expectations and standards set by the board.

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 employee seeking full- or part-time employment with the District;
- A non-certified or classified 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.

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 – procedure for dissemination through court
	Admin. R. Mont. 10.55.716	Substitute Teachers
	Public Law 105-251,	Volunteers for Children Act

Policy History:

Adopted on: April 26, 1999

Reviewed on:

Revised on: September 22, 2003

Revised on: March 17, 2008
Revised on: January 20, 2020

Applicant Rights and Consent to Fingerprint -- Policy 5122F

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

- You must be provided written notification¹ by East Glacier Park Grade 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.²

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.³

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

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

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

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

Signed:

Name

Date

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

² See 28 CFR 50.12(b).

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

NCPA/VCA Applicants

To _____:

You have applied for employment with, will be working in a volunteer position with, or will be providing vendor or contractor services to East Glacier Park Grade School 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 the East Glacier Park Grade School.

Signature of Applicant

Date

**L. School District 50, County of Glacier
East Glacier Park Grade School**

PERSONNEL

5125
Page 1 of 2

Whistle Blowing and Retaliation

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

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

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

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

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

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

The Board or its agents will not discharge, discipline or otherwise penalize any employee because the employee or someone acting on the employee’s behalf, reports, verbally or in writing, a violation or suspected violation of any state or federal law or regulation or any

town/city ordinance or regulation to a public body, or because an employee is requested by a public body to participate in an investigation,

5125

Page 2 of 2

hearing or inquiry held by that public body, or a court action. Further, the Board or its agents will not discharge, discipline or otherwise penalize any employee because the employee, or a person acting on his/her behalf, reports, verbally or in writing, to a public body, as defined in the statutes, concerning unethical practices, mismanagement or abuse of authority by the employer. This section does not apply when an employee knowingly makes a false report. The District will exercise reasonable efforts to: • investigate any complaints of retaliation or interference made by whistle blowers; • take immediate steps to stop any alleged retaliation; and • discipline any person associated with the District found to have retaliated against or interfered with a whistle blower. 13 The Board of Trustees considers violations of this policy to be a major offense that will result in disciplinary action, up to and including termination, against the offender, regardless of the offender's position within the District. 17 The Board shall make this policy available to its staff by posting it on its website with its other District policies.

Legal References: Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e-3(a)

Age Discrimination in Employment Act, 29 U.S.C. §623 (d)
Americans with Disabilities Act, 42 U.S.C. §12203(a) and (b)
Fair Labor Standards Act, 29 U.S.C. §215(a)(3)
Occupational Safety and Health Act, 29 U.S.C. §6660(c)
Family and Medical Leave Act, 29 U.S.C. §2615
National Labor Relations Act, 29 U.S.C. §158(a)

Policy History:

Adopted on: May 11, 2015

Reviewed on:

Revised on: January 20, 2020

**M. School District 50, County of Glacier
East Glacier Park Grade School**

PERSONNEL

5130

Page 1 of 2

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

The term "communicable disease" refers to the diseases identified in 37.114.203, ARM, Reportable Diseases, with the exception of common colds and flu.

If a staff member has a communicable disease, 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 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.

Cross Reference:	Policy 5005	Section 504 of the Rehabilitation Act
Legal Reference:	29 U.S.C. § 794, <i>et seq.</i>	Section 504 of the Rehabilitation Act
	42 U.S.C. § 12101, <i>et seq.</i>	Americans with Disabilities Act
	29 CFR, Part 1630.14(c)	Examination of employees
	Title 49, Chapter 2, MCA	Illegal Discrimination
	Title 49, Chapter 4, MCA	Rights of Persons With Disabilities
	§ 20-10-103(4), MCA	School bus driver qualifications
	Admin. R. Mont. 37.111.825	Health Supervision and Maintenance

Policy History:

Adopted on: April 26, 1999

Reviewed on:

Revised on: February 22, 2010

Revised on: January 20, 2020

**N. School District 50, County of Glacier
East Glacier Park Grade School**

PERSONNEL

5140

Page 1 of 2
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 six months. The Board authorizes the Administrator to extend the probationary period in a manner permitted by law. Any extension of the probationary period by the Administrator, together with the original probationary period, may not exceed a total of 18 months. Leaves of absence by an employee for a period of more than 5 consecutive working days other than holidays or vacations during the probationary period will 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 Administrator will determine whether to retain the employee or make a recommendation to the Board for termination of probationary employment. If the employee is retained, the employee will be designated as one of the following types of employees depending on the factors noted.

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

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

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.

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.

**If the employer does not establish a specific probationary period, the probationary period is presumed to be twelve months*

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

Policy History:

Adopted on: April 26, 1999

Reviewed on:

Revised on: June 24, 2002

Revised on: September 22, 2003

Revised on: April 24, 2006

Revised on: May 14, 2007

Revised on: January 20, 2020

Revised on: January 24, 2022

**O. School District 50, County of Glacier
East Glacier Park Grade School**

PERSONNEL

5210

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.

Teaching

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

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

Legal Reference: *Bonner School District No. 14 v. Bonner Education Association, MEA- MFT, NEA, AFT, AFL-CIO*, (2008) 2008 MT 9

§ 20-4-402, MCA

Duties of District Superintendent or County

High School Principal

ARM 10.55.602

Definition of Internship

ARM 10.55.607

Internships

Policy History:

Adopted on: April 26, 1999

Reviewed on:

Revised on: January 20, 2020

**P. School District 50, County of Glacier
East Glacier Park Grade School**

PERSONNEL

5213

Vacancies

When the District determines that a vacancy exists:

The Superintendent has the discretion to advertise a vacancy.

Policy History:

Adopted on: January 20, 2020

Reviewed on:

Revised on:

**Q. School District 50, County of Glacier
East Glacier Park Grade School**

PERSONNEL

5220

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
 45-2-302, MCA When accountability exists.

Policy History:

Adopted on: January 20, 2020

Reviewed on:

Revised on:

**R. School District 50, County of Glacier
East Glacier Park Grade School**

PERSONNEL

5221

Work Day

Length of Work Day - Certified Staff

The length of a work day for a certified employee shall be eight and one-half (8½) hours for a full-time certified employee. The work day is generally exclusive of extracurricular assignments but inclusive of lunch duty, preparation time and assigned duties. Other conditions pertaining to certified work day, preparation periods, lunches, etc., are found in the current collective bargaining agreement. Arrival time shall generally be one-half (½) hour before classes begin or as directed by the building principal.

Length of Work Day - Classified Staff

The current collective bargaining agreement sets forth all conditions pertaining to the classified work day. Arrival time shall generally be as directed by the supervisor or as stipulated in the agreement.

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 7:30 a.m. to 3:30 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 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 U.S.C. §§ 201 to 219	Fair Labor Standards Act of 1985
	29 C.F.R. Part 516, <i>et seq.</i>	Records to be kept by employers
	§ 39-3-405, MCA	Overtime compensation
	§ 39-4-107, MCA	State and municipal governments, and school districts
	Admin. R. Mont.10.65.103(2)	Program of Approved Pupil Instruction-Related Days
	Admin. R. Mont. 24.16.101,	Wages and Hours
	Admin. R. Mont. 24.16.1006	Rest and Meal Periods

Policy History:

Adopted on: January 20, 2020

Reviewed on:

Revised on:

**S. School District 50, County of Glacier
East Glacier Park Grade School**

R

PERSONNEL

5222

Evaluation of Certified Staff

Each certified 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, two times per year. Tenured certified staff members may be evaluated according to the terms stated in the current collective bargaining agreement if applicable or once per year. 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 placed in the personnel file. If the staff member refuses to sign the evaluation, the supervisor should note the refusal and submit the evaluation to the Superintendent.

Evaluation of Classified Staff

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

Cross Reference: Policy 5231-5231P Personnel Records

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

Policy History:

Adopted on: April 26, 1999

Reviewed on:

Revised on: January 20, 2020

**T. School District 50, County of Glacier
East Glacier Park Grade School**

PERSONNEL

5223

Page 1 of 3

Personal Conduct

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

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

While on school property, employees shall not injure or threaten to injure another person; damage another's property or that of the District; or 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.

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

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

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

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

For purposes of this policy, "non-firearm weapon" means any object, device, or instrument designed as a weapon or through its use is capable of intimidating threatening or producing bodily harm or which may be used to inflict injury, including but not limited to air guns; pellet guns; BB guns; fake or facsimile weapons; all knives; blades; clubs; metal knuckles; nunchucks; throwing stars; explosives; fireworks; mace or other propellants; stun guns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon.

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

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

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

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

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

Policy History:

Adopted on: April 26, 1999

Reviewed on:

Revised on: June 24, 2002

Revised on: January 20, 2020

Revised on: January 24, 2022

Revised on: April 26, 2022

**U. School District 50, County of Glacier
East Glacier Park Grade School**

PERSONNEL

5224

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 § 39-2-104, 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 U.S.C. § 7321	Hatch Act
	§ 39-2-104, MCA	Mandatory leave of absence for employees holding public office
	§ 13-35-226, MCA	Unlawful acts of employers and employees
	Title 2, Chapter 2, Part 1	Standards of Conduct

Policy History:

Adopted on: April 26, 1999

Reviewed on:

Revised on: January 20, 2020

**V. School District 50, County of Glacier
East Glacier Park Grade School**

PERSONNEL

5226
page 1 of 2

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, including employees possessing a “medical marijuana” card.
- 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 one that is:

- Not legally obtainable;
- Being used in a manner other than as prescribed;
- Legally obtainable but has not been legally obtained; 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; up to and including termination of employment. 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.

5226

page 2 of 2

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 U.S.C. §§ 702, 703, 706 Drug-free workplace requirements for

Federal grant recipients

Johnson v. Columbia Falls Aluminum Company LLC, 2009 MT 108N.

Policy History:

Adopted on: April 26, 1999

Reviewed on:

Revised on: January 20, 2020

**W. School District 50, County of Glacier
East Glacier Park Grade School**

PERSONNEL

5226F
page 1 of 2

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, including employees possessing a “medical marijuana” card.
- 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 one that is:

- Not legally obtainable;
- Being used in a manner other than as prescribed;
- Legally obtainable but has not been legally obtained; 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; up to and including termination of employment. 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.

5226F

page 2 of 2

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 U.S.C. §§ 702, 703, 706 Drug-free workplace requirements for

Federal grant recipients

Johnson v. Columbia Falls Aluminum Company LLC, 2009 MT 108N.

Policy History:

Adopted on: April 26, 1999

Reviewed on:

Revised on: January 20, 2020

Board of Trustees:

DATE

Employee Agreement:

I have read, understand, and agree to abide by the drug-free workplace policy of School District No. 50. I understand that East Glacier Park Grade School prohibits the unlawful possession or use of dangerous drugs by its employees.

I understand that violation of the drug-free workplace policy may subject me to disciplinary action.

EMPLOYEE SIGNATURE

DATE

**X. School District 50, County of Glacier
East Glacier Park Grade School**

R

PERSONNEL

5228

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, *et seq.* 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: April 26, 1999

Reviewed on:

Revised on: January 20, 2020

PERSONNEL

5228P
page 1 of 6

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:
 - (i) Bodily injury to any person who, as a result of the injury, immediately receives 43 medical treatment away from the scene of the accident; or
 - (ii) (ii) One or more motor vehicles incurring disabling damage as a result of the 45 accident, requiring the motor vehicle to be transported away from the scene by a 46 tow truck or other 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.

5228P

page 2 of 6

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.

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

Enforcement

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

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

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

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

Return-to-Duty Tests

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

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

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

Follow-Up Tests

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

Records

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

Notifications

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

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

:

- Z. A verified positive, adulterated, or substituted drug test result;
- AA. An alcohol confirmation test with a concentration of 0.04 or higher;
- BB. A refusal to submit to any test required by law;
- CC. An employer's report of actual knowledge, as defined in law;
- DD. On duty alcohol use;
- EE. Pre-duty alcohol use;
- FF. Alcohol use following an accident;
- GG. Controlled substance use;
- HH. A substance abuse professional report of the successful completion of the return-to-duty process;
- II. A negative return-to-duty test; and
- JJ. An employer's report of completion of follow-up testing.

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

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

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

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

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

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

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

**ACKNOWLEDGEMENT OF RECEIPT
POLICY 5228F**

I, _____, an employee serving as a commercially licensed driver for the East Glacier Park Grade School (School District #50) 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 the East Glacier Park Grade School (School District #50) 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.

**KK. School District 50, County of Glacier
East Glacier Park Grade School**

PERSONNEL

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.

Policy History:

Adopted on: April 26, 1999

Reviewed on:

Revised on: January 20, 2020

**LL.School District 50, County of Glacier
East Glacier Park Grade School**

PERSONNEL

5231

Personnel Records

The District maintains a complete confidential and permanent 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 a copy of their personnel record upon request.

The District may release public information regarding the professional qualifications, degrees, and experience of teachers and the qualifications of paraprofessionals to parents upon request. Access to other information is governed by Policy 4340.

Personnel records must be kept for 10 years after separation of employment.

Cross Reference: 4340 Public Access to District Records

Legal Reference: 10.55.701(4) ARM Board of Trustees

§ 20-1-212(2), MCA Destruction of records by school officer.
§ 2-6-1001, MCA Definitions

Policy History:

Adopted on: April 26, 1999

Reviewed on:

Revised on: October 28, 2002

Revised on: January 20, 2020

**MM. School District 50, County of Glacier
East Glacier Park Grade School**

PERSONNEL

5231P

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 the Superintendent's 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 that the employee has received a copy of the material. If the employee refuses to sign the document indicating that the employee has 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.

Procedure History:

Promulgated on: April 26, 1999

Reviewed on:

Revised on: January 20, 2020

**NN. School District 50, County of Glacier
East Glacier Park Grade School**

PERSONNEL

5232
page 1 of 2

Child Abuse, Neglect, and Sex Trafficking Reporting

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

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

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

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

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

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

Cross Reference:	Policy 5223	Personal Conduct
	Policy 3225	Sexual Harassment of Students
Legal Reference:	§ 41-3-201, MCA	Reports
	§ 41-3-202, MCA	Action on reporting
	§ 41-3-203, MCA	Immunity from liability
	§ 41-3-205, MCA	Confidentiality – disclosure exceptions
	§ 41-3-207, MCA	Penalty for failure to report
	§ 45-5-501, MCA	Definitions
	§ 45-5-502, MCA	Sexual Assault
	§ 20-7-1316, MCA	Child Sex Trafficking Prevention

Policy History:

Adopted on: April 26, 1999

Reviewed on:

Revised on: January 20, 2020

Revised on: January 24, 2022

**OO. School District 50, County of Glacier
East Glacier Park Grade School**

PERSONNEL

5250

Termination from Employment, Non-Renewal of 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: 5255 Disciplinary Action
§ 20-3-324(2), MCA Trustee Powers and Duties

§ 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
§ 39-2-912, MCA Exemptions to Wrongful Discharge from
Employment Act

Policy History:

Adopted on: January 20, 2020

Reviewed on:

Revised on:

**PP. School District 50, County of Glacier
East Glacier Park Grade School**

PERSONNEL

5251

Resignations

The Board authorizes the school administrator to accept on its behalf resignations from any District employee. The 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 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 Mont. 272, 731 P.2d 1318 (1987)

Policy History:

Adopted on: April 26, 1999

Reviewed on:

Revised on: January 20, 2020

**QQ. School District 50, County of Glacier
East Glacier Park Grade School**

PERSONNEL

5254

Payment of Employer Contributions and Interest on Previous Service

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

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

The District has the option to pay, or not to pay, the employer's contributions due on previous service with the school 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.

If the District opts to not pay the employer's contributions due on previous service and/or the outstanding interest due on the employer's contributions for previous service, then the employee shall pay the amount not paid by the employer in order to receive service credit and membership service for the period of employment.

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

Policy History:

Adopted on: January 20, 2020

Reviewed on:

Revised on:

Employer Payment Policy

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:

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

and to:

pay the outstanding interest due on the employer's contributions for the previous service; OR
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:

pay the outstanding interest due on the employer's contributions for the employee's purchase of workers' compensation time; OR
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__

**SS. School District 50, County of Glacier
East Glacier Park Grade School**

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 school operations, 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.

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 or building principal's right to suspend an employee, without pay, or to impose other appropriate disciplinary sanctions. Disciplinary sanctions, including all forms of reprimands, will be documented and placed in the employees personnel file accordance with Policy 5231. In accordance with Montana law, only the Board may terminate an employee or non-renew employment.

The Superintendent or building principal is authorized to immediately suspend a staff member, with pay, in a non-disciplinary manner.

Cross Reference	Policy 5250	Termination from Employment/Non-Renewal of Employment
Legal Reference:	§ 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
	§ 45-8-361, MCA	Possession or allowing possession of a weapon in school building – exceptions – penalties – seizure and forfeiture or return authorized – definitions.

Policy History:

Adopted on: April 26, 1999

Reviewed on:

Revised on: January 20, 2020

**TT.School District 50, County of Glacier
East Glacier Park Grade School**

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, if applicable, when considering a reduction in force. The reduction in employees will generally be accomplished through normal attrition when possible. The Board may terminate employees, if normal attrition does not meet the required reduction in force.

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

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

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

Policy History:

Adopted on: April 26, 1999

Reviewed on:

Revised on: January 20, 2020

UU. **School District 50, County of Glacier**
East Glacier Park Grade School

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 establishes a daily 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
 10.55.716, ARM Emergency Authorization of Employment

Policy History:

Adopted on: April 26, 1999
Reviewed on:

Revised on: September 22, 2003
Revised on: January 20, 2020

Revised on: January 24, 2022

Revised on April 26, 2022

VV. **School District 50, County of
Glacier
East Glacier Park Grade School**

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.

PERSONNEL

5321

Leaves of Absence

page 1 of 2

Sick and Bereavement Leave

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

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 of employment. The administration is authorized to request documentation or evidence supporting a leave request.

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

Immediate family is defined as an employee’s spouse and any member of the employee’s household, or any parent, child, grandparent, grandchild, or corresponding in-law.

- A physical or mental illness, injury, or disability;
- Maternity or pregnancy-related disability or treatment, including 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.

An employee who has suffered a death in the immediate family will be eligible for bereavement leave. The Board has the authority to grant bereavement.

If the District has established, through policy or procedures, a sick leave fund, employees may contribute any portion of the employee’s accumulated sick/personal leave to a non-refundable sick leave fund and become eligible to draw upon the fund pursuant to the rules established for the fund.

5321

page 2 of 2

Personal and Emergency Leave

Teachers will be granted personal and emergency leave according to terms of the current collective bargaining agreement. Upon recommendation of the Superintendent, and in accordance with law and District policy, classified staff may be granted personal leave pursuant to the following conditions:

1. Leave will be without pay unless otherwise stated. If leave is to include

expenses payable by the District, leave approval will so state.

2. Leave will be granted only in units of half (½) or full days.
3. Notice of at least one (1) week is required for any personal leave of less than one (1) week; notice of one (1) month is required for any personal leave exceeding one (1) week.
4. With approval of the Board, the Superintendent has the flexibility, in unusual or exceptional circumstances, to grant personal leave to employees not covered by sick or annual leave. The employee will not receive fringe benefits during any personal leave of greater than fifteen (15) days. During the leave, the employee may pay the District's share of any insurance benefit program in order to maintain those benefits, provided that is acceptable to the insurance carrier. Staff using personal leave will not earn any sick leave or annual leave credits or any other benefits during the approved leave of absence.

§ 2-18-601(15), MCA	Definitions
§ 2-18-618, MCA	Sick leave
§ 2-18-619, MCA	Jury Duty – Service as Witness
§ 39-2-104, MCA	Mandatory leave of absence for employees holding public office
§ 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:

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 §2000e
42 U.S.C Equal Employment Opportunities

Adopted on: April 26, 1999
Revised on: January 24, 2005
Revised on: April 24, 2006
Revised on: May 15, 2017
Revised on: January 20, 2020
Revised on: April 26, 2022

**WW. School District 50, County of
Glacier
East Glacier Park Grade School**

employee or, alternatively, may be paid a lump sum for accrued sick leave credits when the season ends.

PERSONNEL

Employees, whether classified or certified,5321P
page 1 of 2 simultaneously employed in two (2) or more

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; parental leave for a permanent employee as provided in § 2-18-606, MCA; 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.

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 workweek, 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.

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.

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.

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 (1st) 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

5321P

page 2 of 2

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.

Procedure History:
Promulgated on: April 26, 1999
Reviewed on:
Revised on: January 20, 2020

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 (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.

Legal Reference: § 2-18-601(15), MCA Definitions
§ 2-18-618, MCA Sick Leave

XX. **School District 50, County of** _____
Glacier
East Glacier Park Grade School

PERSONNEL

5321F

Sick Leave Bank: Procedures

Procedure History:

1. Any employee who has exhausted his or her own sick/personal leave may make a request for donated leave from another employee.
2. Any employee requesting donated leave must make a request in writing, to the Administration Office, stating amount requested and reason for request.
3. The Administration Office will then inform all staff that a request for donated leave has been submitted.
4. Any employee can fill out a donation form and donate up to two days to another employee.
5. The donated days will be used in the order forms are received by the Business Manager.
6. If all of the donated days are not used, or if more donated days are submitted than requested, then the Business Manager will return unused days back to the individual employee whose donated days have not been used. (See 4. above).
7. Donating leave to another employee does not guarantee leave will be donated to the donating employee if he or she makes a future request for donated leave.
8. Once used, the donated leave transaction is irrevocable.

Promulgated on: May 15, 2017

Reviewed on:

Revised on: January 20, 2020

Leave Donation Form

NAME OF EMPLOYEE DONATING LEAVE (PLEASE PRINT)	EMPLOYEE NUMBER
NAME OF EMPLOYEE RECEIVING DONATED LEAVE (PLEASE PRINT)	# OF HOURS OR DAYS DONATED, SPECIFY
SIGNATURE OF EMPLOYEE DONATING LEAVE	DATE

**YY. School District 50, County of
Glacier
East Glacier Park Grade School**

PERSONNEL

Military Leave

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

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

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

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

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

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

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

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

Policy History:

Adopted on: January 20, 2020

Reviewed on:

Revised on:

PERSONNEL

5325

Breastfeeding in the School and Workplace

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

The District shall provide reasonable unpaid break time each day to an employee who needs to express milk for the employee’s child, if breaks are currently allowed. If breaks are not currently allowed, the District shall consider each case and make accommodations as possible. 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.

The District will make reasonable efforts to provide a room or other location, in close proximity to the work area, other than a toilet stall, where an employee can express the employee’s breast milk. The available space will include the provision for lighting and electricity for the pump apparatus. If possible, supervisors will ensure that employees are aware of these workplace accommodations prior to maternity leave.

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

Policy History:

Adopted on: November 23, 2009

AAA. School District 50, County of
Glacier
East Glacier Park Grade School

R

PERSONNEL

5328

Family Medical Leave

Employees are eligible for benefits under the Family Medical Leave Act when the District has fifty (50) or more employees. The East Glacier Park Grade School, School District 50 has less than fifty (50) employees, and therefore employees are not eligible for FMLA benefits.

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

Policy History:

Adopted on: January 20, 2020

Reviewed on:

Revised on:

**BBB. School District 50, County of
Glacier
East Glacier Park Grade School**

PERSONNEL

Page 1 of 5

Family Medical Leave

Who Is Eligible

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

Benefit

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

Reasons for Taking Leave

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

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

Military Family Leave

- a. **Military Caregiver Leave**
An eligible employee who is a relative of a servicemember can take up to 26 weeks in a 12 month period in order to

care for a covered servicemember who is seriously ill or injured in the line of duty.

- b. **Qualified Exigency leave**
An eligible employee can take up to ~~12~~^{5328P} normal 12 weeks of leave if a family member is on covered active duty. Covered active duty includes duty of a member of a regular component of the Armed Forces during deployment to a foreign country, and duty of a member of a reserve component of the Armed Forces during deployment to a foreign country under a call or order to active duty in support of specified contingency operations

Qualifying Exigencies include:

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

5328P

page 2 of 5

Substitution of Paid Leave

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

- a. Accumulated sick/personal leave will be utilized concurrently with any FMLA leave that is taken for a serious health reason as described in (b) or (c) above.
- b. Accumulated vacation/personal leave will be utilized concurrently with any FMLA leave that is taken for a family reason as described in (a) above.

- c. Accumulated sick leave will be utilized concurrently with FMLA leave, whenever the FMLA leave is taken for reasons which qualify for sick leave benefits pursuant to District policy or an applicable collective bargaining agreement.
 - d. Whenever appropriate workers' compensation absences shall be designated FMLA leave.
 - e. Servicemember FMLA runs concurrent with other leave entitlements provided under federal, state, and local law.
- period to care for a covered servicemember with a serious injury or illness (commonly referred to as "military caregiver leave") if each spouse is a parent, spouse, son or daughter, or next of kin of the servicemember. When spouses take military caregiver leave as well as other FMLA leave in the same leave year, each spouse is subject to the combined limitations for the reasons for leave listed above.
- The limitation on the amount of leave for spouses working for the same employer does not apply to FMLA leave taken for some qualifying reasons. Eligible spouses who work for the same employer are each entitled to up to 12 workweeks of FMLA leave in a 12-month period, without regard to the amount of leave their spouses use, for the following FMLA-qualifying leave reasons:

When Both Spouses Are District Employees

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

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

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

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

Eligible spouses who work for the same employer are also limited to a combined total of 26 workweeks of leave in a single 12-month

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

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.

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.

Medical Certification

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

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

Intermittent/Reduced Leave

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

Insurance

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

Return

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

Recordkeeping

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

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

SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES**Leave More Than Five (5) Weeks Before End of Term**

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

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

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

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

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

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

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

Intermittent or Reduced Leave

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

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

Procedure History:

Adopted on: January 24, 2022

Reviewed on:

Revised on:

CCC. **School District 50, County of
Glacier
East Glacier Park Grade School**

PERSONNEL

5329

Long-Term Illness/Temporary Disability Leave

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

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

Policy History:

Adopted on: January 20, 2020

Reviewed on:

Revised on:

**DDD. School District 50, County of
Glacier
East Glacier Park Grade School**

PERSONNEL

5329P

Long-Term Illness/Temporary Disability

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

1. When any illness or temporarily disabling condition is “prolonged,” an employee will be asked by the administration to produce a written statement from a physician, stating that the employee is temporarily disabled and is unable to perform the duties of his/her position until such a time.
2. In the case of any other extended illness, procedures for assessing the probable duration of the temporary disability will vary. The number of days of disability 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: January 20, 2020

Reviewed on:

Revised on:

EEE. **School District 50, County of
Glacier
East Glacier Park Grade School**

PERSONNEL

Maternity 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 School-Board approved 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. 5330

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

Policy History:

Adopted on: January 20, 2020

Reviewed on:

Revised on:

**FFF. School District 50, County of
Glacier
East Glacier Park Grade School**

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

PERSONNEL

Insurance Benefits for Employees

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

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

Policy History:
Adopted on: April 26, 1999
Reviewed on:
Revised on: April 25, 2005
Revised on: January 20, 2020

1. Classified employees who are employed less than half (½) time (that is, who are regularly scheduled to work less than twenty (20) hours per week) will not be eligible for group health, dental, and life insurance and will not be considered to be a member of defined employee insurance benefit groups.
2. Any permanent employee who works 35 hours per week or more is eligible for group health and dental insurance, irrespective of the unit to which the employee belongs. All medical and dental insurance premiums will be prorated in the amount of the full contract in terms of full-time equivalency multiplied by the District's maximum contribution as prescribed by the applicable collective bargaining agreement or Board policy.

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

**GGG. School District 50, County of
Glacier
East Glacier Park Grade School**

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 § 20-1-305, MCA, are:

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

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 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 § 20-1-305, School
Reference: MCA holidays
 37 A.G. Op. 150 (1978)

Policy History:

Adopted on: April 26, 1999

Reviewed on:

Revised on: January 20, 2020

**HHH. School District 50, County of
Glacier
East Glacier Park Grade School**

PERSONNEL

5334

Vacations

Classified employees, Business Managers/District Clerks, and Superintendents 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 § 2-18- Annual vacation leave
Reference 611, MCA
:
§ 2-18- Rate earned
612, MCA
§ 2-18- Accumulation of leave –
617, MCA cash for unused – transfer

Policy History:

Adopted on: April 26, 1999

Reviewed on:

Revised on: April 24, 2006

Revised on: January 20, 2020

**III. School District 50, County of Glacier
East Glacier Park Grade School**

annual leave credits they are eligible to earn per year, according to the rate-earned schedule.

PERSONNEL

Sick Leave Bank

5334P

page 1 of 2

Vacations

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

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

RATE-EARNED SCHEDULE	
Years of Employment	Working Days Credit per Year
1 day – 9.99 years	15
10 – 14.99 years	18
15 – 19.99 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 a 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

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

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

Procedure History:

Promulgated on: April 26, 1999

Reviewed on:

Revised on: June 11, 2001

Revised on: January 20, 2020

**JJ.School District 50, County of Glacier
East Glacier Park Grade School**

PERSONNEL

Fair Labor Standards Act

Compensatory Time and Overtime for
Classified Employees

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

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

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

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".

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;
 - 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.
 - I. Occupation

R5336

page 2 of 2

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.

Legal Reference:	29 U.S.C § 201, <i>et seq.</i> ARM, 24.9.805 Title 39, Chapter 3, Part 4 Admin. R. Mont. 24.16.2501—2581	Fair Labor Standards Act Employment Records Minimum Wage and Overtime Compensation Overtime Compensation
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Policy History:

Adopted on: January 20, 2020

Reviewed on:

Revised on:

**KKK. School District 50, County of
Glacier
East Glacier Park Grade School**

PERSONNEL

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.

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: April 26, 1999

Reviewed on:

Revised on: January 20, 2020

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

**LLL. School District 50, County of
Glacier
East Glacier Park Grade School**

PERSONNEL

5338

Payment of Interest on Employer Contributions
for Workers' Compensation Time

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

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

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

Cross Reference:	5254F	Employer Payment Policy Form
Legal Reference:	§§ 19-3-504, MCA	Absence due to illness or injury.

Policy History:

Adopted on: January 20, 2020

Reviewed on:

Revised on:

**MMM. School District 50, County of
Glacier
East Glacier Park Grade School**

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

PERSONNEL

Policy History:

5420

Paraprofessionals

Adopted on: April 26, 1999

Reviewed on:

Revised on: October 28, 2002

Revised on: January 20, 2020

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

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

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

NNN. **School District 50, County of
Glacier
East Glacier Park Grade School**

PERSONNEL

5420F

ESSA Qualification Notifications
ANNUAL NOTIFICATION - OPTION TO REQUEST
PROFESSIONAL QUALIFICATIONS

TO: _____
FROM <u>East Glacier Park Grade School</u>
<i>Parent's Name</i> <i>School Name</i>
DATE _____ RE _____
_____ GRADE _____
_____ <i>Student's Name</i>

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

_____ by

phone at _____ or by

e-mail at _____.

Sincerely,

Principal/designee

OOO. **School District 50, County of
Glacier
East Glacier Park Grade School**

PERSONNEL

Volunteers

The District recognizes the valuable contributions made to the total school program by members of the community who act as volunteers. By law, a volunteer 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 or use any illicit drug during the duration of their assignment as a chaperone, including during the hours following the end of the day’s activities for students. The chaperone shall not encourage or allow students to participate in any activity that is in violation of District policy during the field trip or excursion, including during the hours following the end of the day’s activities. Chaperones shall be given a copy of these rules and sign a letter of understanding verifying they are aware of and agree to these District rules before being allowed to accompany students on any field trip or excursion.

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

Cross Reference: 5122 Fingerprints and Criminal Background Investigations
5430F Volunteer/Chaperone Letter of Understanding

Policy History:

Adopted on: April 26, 1999

Reviewed on:

Revised on: January 20, 2020

PPP. **School District 50, County of
Glacier
East Glacier Park Grade School**

PERSONNEL

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

I, _____ (the Volunteer)
hereby agree to serve East Glacier Park Grade 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 maybe adjusted at any time.

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

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

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

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

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

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

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

5430F
The Volunteer is 18 years of age or older.

The Volunteer understands that his authorization
only applies to the ___/___ school year.

The Volunteer understands that if the position
stated above involves regular unsupervised access
to students in schools they 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

**QQQ. School District 50, County of
Glacier
East Glacier Park Grade School**

PERSONNEL

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. 5440

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: April 26, 1999
Reviewed on:
Revised on: January 20, 2020

**RRR. School District 50, County of
Glacier
East Glacier Park Grade School**

PERSONNEL

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, and employees have no expectation of privacy. Employees have no expectation of privacy in district owned technology equipment, including but not limited to district-owned desktops, laptops, memory storage devices, and cell phones.

Users of District equipment, e-mail and Internet systems are responsible for their appropriate use. All illegal and improper uses of the equipment, e-mail, and Internet system, including but not limited to 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 personal use, or use in violation of the law or District policies, will result in disciplinary action, up to and including termination of employment.

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

To keep District equipment, e-mail, and Internet systems secure, users shall 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 disclosure⁵⁴⁵⁰ to law enforcement or government officials or to other third parties through subpoena or other process.

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

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: April 26, 1999

Reviewed on:

Revised on: January 20, 2020

Revised on: April 26, 2022

**SSS. School District 50, County of
Glacier
East Glacier Park Grade School**

PERSONNEL

page 1 of 3

**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 other than personal use;
- d. Using the network for private financial or commercial gain;
- e. Wastefully using resources, such as file space;
- f. Hacking or gaining unauthorized access to files, resources, or entities;
- g. Invading the privacy of individuals, which includes the unauthorized disclosure, dissemination, and use of information of a personal nature about anyone;
- h. Using another user's account or password;
- i. Posting material authored or created by another, without his/her consent;
- j. Posting anonymous messages;
- K.** Using the network for commercial or private advertising;

1. Accessing, submitting, posting, publishing, or displaying any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, harassing, or illegal material; and
 - m. Using the network while access privileges are suspended or revoked.
4. Network Etiquette – The user is expected to abide by the generally accepted rules of network etiquette. These include but are not limited to the following:
- A.a.2.a. Be polite. Do not become abusive in messages to others.
 - A.a.2.b. Use appropriate language. Do not swear or use vulgarities or any other inappropriate language.
 - A.a.2.c. Do not reveal personal information, including the addresses or telephone numbers, of students or colleagues.
 - A.a.2.d. Recognize that electronic mail (e-mail) is not private. People who operate the system have access to all mail. Messages relating to or in support of illegal activities may be reported to the authorities.
 - A.a.2.e. Do not use the network in any way that would disrupt its use by other users.
 - A.a.2.f. Consider all communications and information accessible via the network to be private property.
5. No Warranties – The District makes no warranties of any kind, whether expressed or implied, for the service it is providing. The District will not be responsible for any damages the user suffers. This includes loss of data resulting from delays, non-deliveries, missed deliveries, or service interruptions caused by its negligence or the user’s errors or omissions. Use of any information obtained via the Internet is at the user’s own risk. The District specifically denies any responsibility for the accuracy or quality of information obtained through its services.
6. Indemnification – The user agrees to indemnify the District for any losses, costs, or damages, including reasonable attorney fees, incurred by the District, relating to or arising out of any violation of these procedures.
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.

respond to cyberbullying and other threats.

5. The system administrator and principal shall monitor student Internet access.

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page 3 of 3

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.

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.

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

USER NAME *(please print)*

USER SIGNATURE _____
DATE

Form History:

Adopted on: September 28, 1998

Re-adopted on: April 26, 1999

Reviewed on:

Revised on: June 24, 2002

Revised on: March 30, 2009

Revised on: January 20, 2020

Revised on: April 26, 2022

TTT. **School District 50, County of
Glacier
East Glacier Park Grade School**

PERSONNEL

page 1 of 3

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

m.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.

m.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.

m.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; 5450P

c. Downloading copyrighted material for other than personal use;

d. Using the network for private financial or commercial gain;

e. Wastefully using resources, such as file space;

f. Hacking or gaining unauthorized access to files, resources, or entities;

g. Invading the privacy of individuals, which includes the unauthorized disclosure, dissemination, and use of information of a personal nature about anyone;

h. Using another user's account or password;

i. Posting material authored or created by another, without his/her consent;

j. Posting anonymous messages;

k. Using the network for commercial or private advertising;

l. Accessing, submitting, posting, publishing, or displaying any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, harassing, or illegal material; and

M. Using the network while access privileges are suspended or revoked.

m.4. Network Etiquette – The user is expected to abide by the generally accepted rules of network etiquette.

These include but are not limited to the following:

- a. Be polite. Do not become abusive in messages to others.
- b. Use appropriate language. Do not swear or use vulgarities or any other inappropriate language.
- c. Do not reveal personal information, including the addresses or telephone numbers, of students or colleagues.
- d. Recognize that electronic mail (e-mail) is not private. People who operate the system have access to all mail. Messages relating to or in support of illegal activities may be reported to the authorities.
- e. Do not use the network in any way that would disrupt its use by other users.
- f. Consider all communications and information accessible via the network to be private property.

m.5. No Warranties – The District makes no warranties of any kind, whether expressed or implied, for the service it is providing. The District will not be responsible for any damages the user suffers. This includes loss of data resulting from delays, non-deliveries, missed deliveries, or service interruptions caused by its negligence or the user's errors or omissions. Use of any information obtained via the Internet is at the user's own risk. The District specifically denies any responsibility for

the accuracy or quality of information obtained through its services.

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

m.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.

m.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.

m.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.

m.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.

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page 3 of 3

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.

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47 U.S.C. § 254(h) and (l)

Procedure History:
Adopted on: April 26, 2022
Reviewed on:
Revised on:

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UUU. **School District 50, County of
Glacier
East Glacier Park Grade School**

PERSONNEL

page 1 of 2

Electronic Resources and Social Networking

The East Glacier Park Grade School, School District 50 recognizes that an effective public education system develops students who are globally aware, civically engaged, and capable of managing their lives and careers. The District also believes that students need to be proficient users of information, media, and technology to succeed in a digital world.

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

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

Specifically, the following forms of technology-based interactivity or connectivity are expressly forbidden when used in a manner not related to the delivery of educational services or district operations.

- Sharing personal landline or cell phone numbers with students for non-educational purposes;

- Text messaging students for non-educational purposes;
- Emailing students other than through and to school controlled and monitored accounts;
- Soliciting students as friends or contacts on social networking sites for non-educational purposes;
- Accepting the solicitation of students as friends or contacts on social networking sites for non-educational purposes;
- Creation of administratively approved and sanctioned "groups" on social networking sites that permit the broadcast of information without granting students access to staff member's personal information;
- Sharing with student's access information to personal websites or other media through which the staff member would share personal information and occurrences.

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

All School District employees who participate in social networking websites, shall not post any School District data, documents, photographs, logos, or other district owned or created information on any website. Further, the posting of any private or confidential School District material on such websites is strictly prohibited.

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

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

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

Policy History:

Adopted on: January 20, 2020

Reviewed on:

Revised on:

VVV. **School District 50, County of
Glacier
East Glacier Park Grade School**

PERSONNEL

5500

Payment of Wages Upon Termination

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

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

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

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

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

Policy History:

Adopted on: April 26, 1999

Reviewed on:

Revised on: May 14, 2007

Revised on: January 20, 2020

WWW. School District 50, County of
Glacier
East Glacier Park Grade School

PERSONNEL

HIPAA

Note:

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

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

Background

Health Insurance Portability and Accountability Act of 1996 (HIPAA)

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

The HIPAA Privacy Rule

HIPAA required the federal government to adopt national standards for *electronic health R care transactions*. At the same time, Congress recognized that advances in electronic 5510 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.

page 1 of 4

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

Under the HIPAA Privacy Rule:

1. Individuals have a right to access and copy their health record to the extent allowed by HIPAA.
2. Individuals have the right to request an amendment to their health record. The plan may deny an individual's request under certain circumstances specified in the HIPAA Privacy Rule.

3. Individuals have the right to an accounting of disclosures of their health record for reasons other than treatment, payment, or healthcare operations. 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.
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. Designating a limited number of privacy contacts allows the District to control who is receiving PHI from the contract claims payor for plan operations purposes. The contract claims payor will provide only the minimum PHI necessary for the stated purpose and, as required under the Privacy Rule, will provide PHI only to individuals with a legitimate need to know for plan operations purposes.
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. The District has distributed a notice of privacy practices to plan participants. The notice informs plan participants of their rights and the District's privacy practices related to the use and disclosure of PHI. A copy of this notice may be obtained by contacting the Privacy Officer.
7. Violators are held accountable with civil and criminal penalties for improper use or disclosure of PHI.

Compliance

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

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,

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

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

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

The HIPAA Privacy Rule prohibits the District from disclosing medical information without the patient's written permission other than for treatment, payment, or healthcare operations purposes. An authorization signed by the patient

discuss a patient's medical information with a third party (such as a spouse, parent, group health plan representative, or other individual).

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

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

If an employee believes their privacy rights have been violated, they may file a written

- 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. complaint with the Privacy Officer. No retaliation will occur against the employee for filing a complaint. The contact information for the Privacy Officer is:
Business Manager/District Clerk

East Glacier Park Grade School, School District 50
PO Box 150
East Glacier Park, MT 50434-0150

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.

Legal Reference: 45 C.F.R. Parts 160, 162, 161

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.

Policy History:
Adopted on: January 20, 2020
Reviewed on:
Revised on:

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.

XXX. School District 50, County of
Glacier
East Glacier Park Grade School

PERSONNEL
**Request for Protected Health
Information**

Records covering the period of time
_____ to
_____.

Other (Specify and include
dates.) _____ 5510F
_____.

This form should be used when release of a patient's protected health information is being made to the health care provider for an employee or student for a purpose other than treatment, payment or health care operations.

I understand that I have the right to revoke this authorization, in writing, at any time by sending such written notification to above-named physician/practice. I also understand that my revocation is not effective to the extent that the persons I have authorized to use and/or disclose my protected health information have acted in reliance upon this authorization.

I, _____,
hereby authorize _____
*Name of Employee, Student 18 or older, or
Parent/Guardian Name of
Physician/Practice*

I understand that I do not have to sign this authorization and that the above-named physician/practice may not condition treatment or payment on whether I sign this authorization.

To use and/or disclose my protected health information described below to East Glacier Park Grade School, School District #50.

I understand that information used or disclosed pursuant to this authorization may be subject to re-disclosure by the recipient and no longer protected by federal laws and regulations regarding the privacy of my protected health information.

My protected health information will be used or disclosed upon request for the following purposes (name and explain each purpose):

This authorization expires on the following date or event:
_____.

I certify that I have received a copy of this authorization.

This authorization for use and/or disclosure applies to the following information (please mark those that apply):

*Signature of Patient or Personal Representative
Date*

Any and all records in the possession of the above-named physician or physician's practice, including mental health, HIV, and/or substance abuse records. (Please cross out any item you do not authorize to be released.)

*Name of Patient or Personal Representative
Personal Representative's Authority*

Records regarding treatment for the following condition or injury _____
___ on or
about _____.

YYY. **School District 50, County of
Glacier
East Glacier Park Grade School**

the terms of the collective bargaining agreement and Board policies.

PERSONNEL

Policy History:

5630

Employee Use of Mobile Devices

Adopted on: January 20, 2020

Reviewed on:

Revised on:

The Board recognizes that the use of mobile devices may be appropriate to help ensure the safety and security of District property, students, staff, and others while on District property or engaged in District-sponsored activities.

District-owned mobile devices will be used for authorized District business purposes.

Unauthorized personal use of such equipment is prohibited except in emergency situations. Use of mobile devices in violation of Board policies, administrative regulations, and/or state/federal laws will result in discipline up to and including termination of employment.

District employees are prohibited from using mobile devices while driving or otherwise operating District-owned motor vehicles, or while driving or otherwise operating personally-owned vehicles for school district purposes.

Emergency Use

Staff is encouraged to use any available mobile device in the event of an emergency that threatens the safety of students, staff, or other individuals.

Use of Personal Mobile Devices

Employees are prohibited from using their personal mobile devices during the instructional period for non-instructional purposes. When necessary, employees may use their personal mobile devices only during non-instructional time. In no event shall an employee's use of a mobile device interfere with the employee's job obligations and responsibilities. If such use is determined to have interfered with an employee's obligations and responsibilities, the employee may be disciplined in accordance with