

CHARLO SCHOOL DISTRICT

R = required

5000 SERIES PERSONNEL

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5 Board Goal/Personnel

6
7 District staff are invaluable in creating an effective educational program and vibrant learning
8 environment. The Board seeks always to employ highly qualified individuals for all positions in
9 the District. The Board realizes opportunities for staff development should be provided
10 periodically.

11
12 The Board expects supervision and evaluation of staff to be conducted in a positive and helpful
13 manner, with the intent of improving staff performance. The Board looks to staff to promote a
14 positive school climate in all educational endeavors, so students may work toward their greatest
15 potential, and the community will be proud of its investment.

16
17 Nothing contained in the policies or administrative procedures included herein is intended to
18 limit the legal rights of the Board or its agents except as expressly stated.

19
20 Should any provision of Board policy or administrative procedure be held to be illegal by a court
21 of competent jurisdiction, all remaining provisions shall continue in full force and effect.

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25 Policy History:

26 Adopted on:

27 Revised on:

4
5 Accommodating Individuals with Disabilities

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7 Individuals with disabilities shall be provided opportunity to participate in all school-sponsored
8 services, programs, or activities on an basis equal to those without disabilities and will not be
9 subject to illegal discrimination.

10
11 The District may provide auxiliary aids and services when necessary to afford individuals with
12 disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or
13 activity.

14
15 Each service, program, or activity operated in existing facilities shall be readily accessible to,
16 and usable by, individuals with disabilities. New construction and alterations to facilities
17 existing before January 26, 1992, will be accessible when viewed in their entirety.

18
19 The Superintendent is designated the Americans with Disabilities Act Title II Coordinator and, in
20 that capacity, is directed to:

- 21
- 22 1. Oversee District compliance efforts, recommend to the Board necessary modifications,
- 23 and maintain the District’s final Title II self-evaluation document and keep it available
- 24 for public inspection.
- 25
- 26 2. Institute plans to make information regarding Title II protection available to any
- 27 interested party.
- 28

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

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35
36 Cross Reference: 1700 Uniform Complaint Procedure

37
38 Legal Reference : Americans with Disabilities Act, 42 U.S.C. §§ 12111, et seq., and 12131,
39 et seq.; 28 C.F.R. Part 35.

40
41 Policy History:

42 Adopted on:

43 Revised on:

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3 **PERSONNEL**

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5 Equal Employment Opportunity and Non-Discrimination

6
7 The District will provide equal employment opportunities to all persons, regardless of their race,
8 color, religion, creed, national origin, sex, age, ancestry, marital status, military status,
9 citizenship status, use of lawful products while not at work, physical or mental handicap or
10 disability, if otherwise able to perform essential functions of a job with reasonable
11 accommodations, and other legally protected categories.

12
13 The District will make reasonable accommodation for an individual with a disability known to
14 the District, if the individual is otherwise qualified for the position, unless the accommodation
15 would impose undue hardship on the District.

16
17 A person with an inquiry regarding discrimination should direct their questions to the Title IX
18 Coordinator. A person with a specific written complaint should follow the Uniform Complaint
19 Procedure.

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21
22
23 Cross Reference: 1700 Uniform Complaint Procedure

24
25 Legal Reference: Age Discrimination in Employment Act, 29 U.S.C. §§ 621, et seq.
26 Americans with Disabilities Act, Title I, 42 U.S.C. §§ 12111, et seq.
27 Equal Pay Act, 29 U.S.C. § 206(d)
28 Immigration Reform and Control Act, 8 U.S.C. §§ 1324(a), et seq.
29 Rehabilitation Act of 1973, 29 U.S.C. §§ 791, et seq.
30 Title VII of the Civil Rights Act, 42 U.S.C. §§ 2000(e), et seq., 29 C.F.R.,
31 Part 1601
32 Title IX of the Education Amendments, 20 U.S.C. §§ 1681, et seq., 34
33 C.F.R., Part 106
34 Montana Constitution, Art. X, § 1 - Educational goals and duties
35 § 49-2-101, et. al., MCA Human Rights Act
36 § 49-3-102, MCA What local governmental units affected

37
38 Policy History:

39 Adopted on:

40 Revised on:

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3 **PERSONNEL**

4
5 Sexual Harassment/Sexual Intimidation in the Workplace

6
7 The District will do everything in its power to provide employees a work environment free of
8 unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct or
9 communications constituting sexual harassment, as defined and otherwise prohibited by state and
10 federal law.

11
12 The District prohibits its employees from making sexual advances or requesting sexual favors or
13 engaging in any conduct of a sexual nature when:

- 14
- 15 1. Submission to such conduct is made either explicitly or implicitly a term or condition of
- 16 an individual’s employment;
- 17
- 18 2. Submission to or rejection of such conduct by an individual is used as a basis for
- 19 employment decisions affecting that individual; or
- 20
- 21 3. Such conduct has the purpose or effect of substantially interfering with the individual’s
- 22 work performance or creating an intimidating, hostile, or offensive work environment.
- 23

24 Sexual harassment prohibited by this policy includes verbal or physical conduct. The terms
25 “intimidating,” “hostile,” or “offensive” include but are not limited to conduct that has the effect
26 of humiliation, embarrassment, or discomfort. The District will evaluate sexual harassment in
27 light of all circumstances.

28
29 A violation of this policy may result in disciplinary action, up to and including discharge. Any
30 person who knowingly makes false accusation regarding sexual harassment will likewise be
31 subject to disciplinary action, up to and including discharge.

32
33 An aggrieved person who feels comfortable doing so should directly inform the person engaging
34 in sexually harassing conduct or communication that such conduct or communication is
35 offensive and must stop.

36
37 Employees who believe they may have been sexually harassed or intimidated should contact the
38 Title IX Coordinator or an administrator, who will assist them in filing a complaint. An
39 individual with a complaint alleging a violation of this policy shall follow the Uniform
40 Complaint Procedure.

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Cross Reference: 1700 Uniform Complaint Procedure
Legal Reference: Title VII of the Civil Rights Act, 42 U.S.C. §§ 2000(e), et seq., 29 C.F.R.
§ 1604.11
Title IX of the Education Amendments, 20 U.S.C. §§ 1681, et seq.
Montana Constitution, Art. X, § 1 - Educational goals and duties
§ 49-2-101, MCA Human Rights Act
Harris v. Fork Lift Systems, 114 S.Ct. 367 (1993)
Policy History:
Adopted on:
Revised on:

1 **Charlo Public School District**

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3 **PERSONNEL**

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4
5 Hiring Process and Criteria

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

13
14 Every applicant must provide the District with written authorization for a criminal background
15 investigation. The Superintendent will keep any conviction record confidential as required by
16 law and District policy. Every newly hired employee must complete an Immigration and
17 Naturalization Service form, as required by federal law.

18
19 Certification

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

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

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36 Cross Reference: 5122 Fingerprints and Criminal Background Investigations

37
38 Legal Reference: § 20-4-202, MCA Teacher and specialist certification registration
39 § 39-29-102, MCA Point preference or alternative preference in initial
40 hiring for certain applicants - - substantially
41 equivalent selection procedure
42 No Child Left Behind Act of 2001 (P.L. 107-110)

43
44 Policy History:

45 Adopted on:

46 Revised on:

1 **Charlo Public School District**

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3 **PERSONNEL**

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4
5 Applicability of Personnel Policies

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

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

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

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19 Policy History:

20 Adopted on:

21 Revised on:

1 **Charlo Public School District**

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3 **PERSONNEL**

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5 Fingerprints and Criminal Background Investigations

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

16
17 The following applicants for employment, as a condition for employment, will be required, as a
18 condition of any offer of employment, to authorize, in writing, a name-based and fingerprint
19 criminal background investigation:

- 20
21
- A certified teacher seeking full- or part-time employment with the District;
 - An educational support personnel employee seeking full- or part-time employment with the District;
 - An employee of a person or firm holding a contract with the District, if the employee is assigned to the District;
 - A volunteer assigned to work in the District, who has regular unsupervised access to students; and
 - Substitute teachers.*
- 28
29

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

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5 Staff Health

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7 Medical Examinations

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

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

17
18 Physical Examinations

19
20 If the work is of a physically demanding nature, subsequent to a conditional offer of employment
21 and before commencement of work, the District may require an applicant to have a medical
22 examination and to meet any other health requirements that may be imposed by the state. The
23 District may condition an offer of employment on the results of such examination, if all entering
24 employees in the applicable job category are subject to such examination. If approved by
25 personnel services, an employee may be allowed a thirty (30) day grace period beginning from
26 the date of employment to obtain the required medical examination.

27
28 All bus drivers, whether full-time, regular part-time, or temporary part-time, are required by state
29 law to have a satisfactory medical examination before employment.

30
31 Communicable Diseases

32
33 If a staff member has a communicable disease and has knowledge that a person with
34 compromised or suppressed immunity attends the school, the staff member must notify the
35 school nurse or other responsible person designated by the Board of the communicable disease
36 which could be life threatening to an immune-compromised person. The school nurse or other
37 responsible person designated by the Board must determine, after consultation with and on the
38 advice of public health officials, if the immune-compromised person needs appropriate
39 accommodation to protect their health and safety.

40
41 An employee with a communicable disease shall not report to work during the period of time in
42 which the employee is infectious. An employee afflicted with a communicable disease capable
43 of being readily transmitted in the school setting (e.g., airborne transmission of tuberculosis)
44 shall be encouraged to report the existence of the illness so that precautions may be taken to
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protect the health of others. The District reserves the right to require a statement from an employee’s primary care provider, before the employee may return to work.

Confidentiality

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

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

Legal Reference:	29 U.S.C. 794, Section 504 of the Rehabilitation Act	
	29 CFR, Section 1630.14(c)(1)(2)(3)	
	42 U.S.C. 12101, et seq.	Americans with Disabilities Act
	Title 49, Chapter 2, MCA	Illegal Discrimination
	Title 49, Chapter 4, MCA	Rights of Persons with Disabilities
	§ 20-10-103(4), MCA	School bus driver qualifications
	ARM 16.28.1005	Employee of School – Day Care Facility Care Provider
	ARM 37.111.825	Health Supervision and Maintenance

Policy History:

Adopted on:
Revised on:

1 **Charlo Public School District**

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3 **PERSONNEL**

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5 Classified Employment and Assignment

6
7 Each classified employee will be employed under a written contract of a specified term within
8 the meaning of § 39-2-912, MCA. Such employees shall have no expectation of continued
9 employment from year to year, and contracts of employment may be renewed or nonrenewed
10 during the summer of each year, at the District's sole option.

11
12 The District reserves the right to change employment conditions affecting an employee's duties,
13 assignment, supervisor, or grade.

14
15 The Board will determine salary and wages for classified personnel.

16
17 There will be no probationary period for those classified employees employed under and
18 pursuant to a written contract for a specified term.

19
20
21 *NOTE: For those new hires not employed under or pursuant to a written contract for a specified*
22 *term, the Board may establish a probationary period and should specify such*
23 *probationary period in policy. If the Board does not establish a specific probationary*
24 *period or provide that there is no probationary period prior to or at the time of hire,*
25 *there is an automatic six-(6)-month probationary period from the date of hire.*

26
27
28
29 Legal Reference: § 39-2-904, MCA Elements of wrongful discharge – presumptive
30 probationary period

31 *Hunter v. City of Great Falls* (2002), 2002 MT 331

32 *Whidden v. Nerison*, 294 Mont. 346, 981 P.2d 271 (1999)

33 *Bowden v. The Anaconda Co.*, 38 St. Rep. 1974 (D.C. Mont. 1981)

34 *Scott v. Eagle Watch Inv., Inc.*, 251 Mont. 191, 828 P.2d 1346 (1991)

35 *Prout v. Sears, Roebuck & Co.*, 236 Mont. 152, 722 P.2d 288 (1989)

36
37 Policy History:

38 Adopted on:

39 Revised on:

1 **Charlo Public School District**

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3 **PERSONNEL**

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4
5 Assignments, Reassignments, Transfers

6
7 The Superintendent may assign, reassign, and/or transfer positions and duties of all staff.
8 Teachers will be assigned at the levels and in the subjects for which their certificates are
9 endorsed. The Superintendent will provide for a system of assignment, reassignment, and
10 transfer of classified staff, including voluntary transfers and promotions. Nothing in this policy
11 prevents reassignment of a staff member during a school year.

12
13 Classified Staff

14
15 The District retains the right of assignment, reassignment, and transfer. Written notice of
16 reassignment or involuntary transfer will be given to the employee. The staff member will be
17 given opportunity to discuss the proposed transfer or reassignment with the Superintendent.

18
19 Teaching

20
21 Notice of their teaching assignments relative to grade level, building, and subject area will be
22 given to teachers before the beginning of the school year. All District employees assigned
23 extracurricular activities as a contract obligation must honor this obligation as a condition of
24 employment unless released from this responsibility by the Board.

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

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31 Policy History:

32 Adopted on:

33 Revised on:

1 **Charlo Public School District**

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3 **PERSONNEL**

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5 Vacancies

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7 When the District determines that a vacancy exists, that vacancy may be posted in every school
8 building or, during the summer, outside the office.

9

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

14

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17 Policy History:

18 Adopted on:

19 Revised on:

1 **Charlo Public School District**

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4
5 Work Day

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7 Length of Work Day - Certified Staff

8
9 The current collective bargaining agreement sets forth all conditions pertaining to the certified
10 work day, preparation periods, lunches, etc. Arrival time shall generally be as directed by the
11 principal or as stipulated in the agreement.
12

13
14 Length of Work Day - Classified Staff

15
16 The length of a work day for classified staff is governed by the number of hours for which the
17 employee is assigned. A “full-time” employee shall be considered to be an eight-(8)-hour-per-
18 day/forty-(40)-hour-per-week employee. The work day is exclusive of lunch but inclusive of
19 breaks unless otherwise and specifically provided for by an individual contract. Supervisors will
20 establish schedules. Normal office hours in the District will be 8:00 a.m. to 4:00 p.m.
21

22 Breaks

23
24 The District may make available daily morning and afternoon rest periods of fifteen (15) minutes
25 to all full-time, classified employees. Hourly personnel may take one (1) fifteen-(15)-minute rest
26 period for each four (4) hours worked in a day. Breaks normally are to be taken in
27 approximately mid-morning and mid-afternoon and should be scheduled in accordance with the
28 flow of work and with approval of the employee’s supervisor.
29

30	Legal Reference:	29 USC 201 to 219	Fair Labor Standards Act of 1985
31		29 CFR 516, et seq.	FLSA Regulations
32		§ 39-3-405, MCA	Overtime compensation
33		§ 39-4-107, MCA	State and municipal governments, school
34			districts, mines, mills, and smelters
35		10.65.103(2), ARM	Program of Approved Pupil Instruction-
36			Related Days
37		24.16.102, et seq., ARM	Wages and Hours
38			

39 Policy History:

40 Adopted on:

41 Revised on:

4
5 Evaluation of Non-Administrative Staff

6
7 Each non-administrative staff member's job performance will be evaluated by the staff member's
8 direct supervisor. The evaluation process includes scheduled annual evaluations using forms
9 applicable to the job classification and description, and day-to-day appraisals. Certified staff
10 members may be evaluated according to the terms stated in the current collective bargaining
11 agreement.

12
13 The performance of classified staff may be evaluated at the discretion of the District
14 administration.

15
16 The supervisor will provide a copy of the completed evaluation to the staff member and will
17 provide opportunity to discuss the evaluation. The original should be signed by the staff member
18 and filed with the Superintendent. If the staff member refuses to sign the evaluation, the
19 supervisor should note the refusal and submit the evaluation to the Superintendent.

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23 Policy History:

24 Adopted on:

25 Revised on:

1 **Charlo Public School District**

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4
5 Personal Conduct

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

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

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

26
27 Administrators and supervisors may set forth specific rules and regulations governing staff
28 conduct on the job within a particular building.

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32 Legal Reference: § 20-1-201, MCA School officers not to act as agents

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34 Policy History:

35 Adopted on:

36 Revised on:

1 **Charlo Public School District**

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5 Tobacco Free Policy

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7 The District maintains tobacco-free buildings and grounds. Tobacco includes but is not limited
8 to cigarettes, cigars, snuff, smoking tobacco, and smokeless tobacco. Use of tobacco will not be
9 allowed in any buildings or on grounds, nor will employees be allowed to use tobacco while on
10 duty. New employees of the District will be hired with the understanding that they will be
11 directed not to use tobacco in school buildings or on grounds. Limitations or prohibitions on
12 tobacco use are applicable to all hours, unless the District, in its sole discretion, designates a
13 specific outdoor smoking area to be used by non-student adults.
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17 Legal Reference:	§ 20-1-220, MCA	Use of tobacco product in public school
		building or property prohibited
	§§ 50-40-101, et seq., MCA	Montana Clean Indoor Air Act of 1979
	ARM 37.111.825	Health Supervision and Maintenance

21
22 Policy History:

23 Adopted on:

24 Revised on:

1 **Charlo Public School District**

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4
5 Drug-Free Workplace

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

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9 • Unlawfully manufacturing, dispensing, distributing, possessing, using, or being under the
10 influence of a controlled substance while on District premises or while performing work
11 for the District.
12 • Distributing, consuming, using, possessing, or being under the influence of alcohol while on
13 District premises or while performing work for the District.

14
15 For purposes of this policy, a controlled substance is one that is:

- 16
17 • Not legally obtainable;
18 • Being used in a manner other than as prescribed;
19 • Legally obtainable but has not been legally obtained; or
20 • Referenced in federal or state controlled-substance acts.

21
22 As a condition of employment, each employee will:

- 23
24 • Abide by the terms of the District policy respecting a drug- and alcohol-free workplace; and
25 • Notify his or her supervisor of his or her conviction under any criminal drug statute, for a
26 violation occurring on District premises or while performing work for the District, no
27 later than five (5) days after such conviction.

28
29 In order to make employees aware of dangers of drug and alcohol abuse, the District will
30 endeavor to:

- 31
32 • Provide each employee with a copy of the District drug- and alcohol-free workplace policy;
33 • Post notice of the District drug- and alcohol-free workplace policy in a place where other
34 information for employees is posted;
35 • Enlist the aid of community and state agencies with drug and alcohol informational and
36 rehabilitation programs, to provide information to District employees; and
37 • Inform employees of available drug and alcohol counseling, rehabilitation, reentry, and any
38 employee-assistance programs.

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40 District Action Upon Violation of Policy

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

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

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

Legal Reference: 41 USC 702, 703, 706 Drug Free Workplace Requirements
For Federal Grant Recipients

Policy History:

Adopted on:

Revised on: 11/20/2007, 1/15/2008

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3 **PERSONNEL**

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5 Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers

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

9

10 The program will comply with requirements of the Code of Federal Regulations, Title 49, §§
11 382, et seq. The Superintendent will adopt and enact regulations consistent with federal
12 regulations, defining the circumstances and procedures for testing.

13

14

15

16 Legal Reference: 49 U.S.C. § 45101, Alcohol and Controlled Substances Testing (Omnibus
17 Transportation Employee Testing Act of 1991)
18 49 C.F.R. Parts 40 (Procedures for Transportation Workplace Drug and
19 Alcohol Testing Programs), 382 (Controlled substance and alcohol use
20 and testing), and 395 (Hours of service of drivers)

21

22 Policy History:

23 Adopted on:

24 Revised on:

2
3 **PERSONNEL**

4
5 Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers

6
7 School bus and commercial vehicle drivers shall be subject to a drug and alcohol testing program
8 that fulfills the requirements of the Code of Federal Regulations, Title 49, Part 382.

9
10 Other persons who drive vehicles designed to transport sixteen (16) or more passengers,
11 including the driver, are likewise subject to the drug and alcohol testing program.

12
13 Testing procedures and facilities used for the tests shall conform with the requirements of the
14 Code of Federal Regulations, Title 49, §§ 40, et seq.

15
16 Pre-Employment Tests

17
18 Tests shall be conducted before the first time a driver performs any safety-sensitive function for
19 the District.

20
21 Safety-sensitive functions include all on-duty functions performed from the time a driver begins
22 work or is required to be ready to work, until he/she is relieved from work and all responsibility
23 for performing work. It includes driving; waiting to be dispatched; inspecting and servicing
24 equipment; supervising, performing, or assisting in loading and unloading; repairing or obtaining
25 and waiting for help with a disabled vehicle; performing driver requirements related to accidents;
26 and performing any other work for the District or paid work for any entity.

27
28 The tests shall be required of an applicant only after he/she has been offered the position.

29
30 Exceptions may be made for drivers who have had the alcohol test required by law within the
31 previous six (6) months and participated in the drug testing program required by law within the
32 previous thirty (30) days, provided that the District has been able to make all verifications
33 required by law.

34
35 Post-Accident Tests

36
37 Alcohol and controlled substance tests shall be conducted as soon after an accident as practicable
38 on any driver:

- 39
40 1. who was performing safety-sensitive functions with respect to the vehicle, if the accident
41 involved loss of human life; or
42
43 2. who receives a citation under state or local law, for a moving traffic violation arising from
44 the accident.
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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.

93
94
95
96 A supervisor or District official who makes observations leading to a controlled substance
97 reasonable suspicion test shall make a written record of his/her observations within twenty-four
98 (24) hours of the observed behavior or before the results of the drug test are released, whichever
99 is earlier.

100
101 Enforcement

102
103 Any driver who refuses to submit to a post-accident, random, reasonable suspicion, or follow-up
104 test shall not perform or continue to perform safety-sensitive functions.

105
106 Drivers who test positive for alcohol or drugs shall be subject to disciplinary action up to and
107 including dismissal.

108
109 A driver who violates District prohibitions related to drugs and alcohol shall receive from the
110 District the names, addresses, and telephone numbers of substance abuse professionals and
111 counseling and treatment programs available to evaluate and resolve drug and alcohol-related
112 problems. The employee shall be evaluated by a substance abuse professional who shall
113 determine what help, if any, the driver needs in resolving such a problem. Any substance abuse
114 professional who determines that a driver needs assistance shall not refer the driver to a private
115 practice, person, or organization in which he/she has a financial interest, except under
116 circumstances allowed by law.

117
118 An employee identified as needing help in resolving a drug or alcohol problem shall be evaluated
119 by a substance abuse professional to determine that he/she has properly followed the prescribed
120 rehabilitation program and shall be subject to unannounced follow-up tests after returning to
121 duty.

122
123 Return-to-Duty Tests

124
125 A drug or alcohol test shall be conducted when a driver who has violated the District's drug or
126 alcohol prohibition returns to performing safety-sensitive duties.

127
128 Employees whose conduct involved drugs cannot return to duty in a safety-sensitive function
129 until the return-to-duty drug test produces a verified negative result.

130
131 Employees whose conduct involved alcohol cannot return to duty in a safety-sensitive function
132 until the return-to-duty alcohol test produces a verified result that meets federal and District
133 standards.

134
135 Follow-Up Tests

136
137 A driver who violates the District's drug or alcohol prohibition and is subsequently identified by
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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:

- 3. the person designated by the District to answer driver questions about the materials;
- 1. the categories of drivers who are subject to the Code of Federal Regulations, Title 49, Part 382;
- 2. 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;
- 3. specific information concerning driver conduct that is prohibited by Part 382;
- 4. the circumstances under which a driver will be tested for drugs and/or alcohol under Part 382;
- 5. 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;
- 6. the requirement that a driver submit to drug and alcohol tests administered in accordance with Part 382;
- 7. an explanation of what constitutes a refusal to submit to a drug or alcohol test and the attendant consequences;

8. 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;
9. the consequences for drivers found to have an alcohol concentration of 0.02 or greater but less than 0.04; and
10. 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.

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.

Procedure History:

Promulgated on:

Revised on:

1 **Charlo Public School District**

2
3 **PERSONNEL**

5230

4
5 Prevention of Disease Transmission

6
7 All District personnel will be advised of routine procedures to follow in handling body fluids.
8 These procedures, developed in consultation with public health and medical personnel, will
9 provide simple and effective precautions against transmission of diseases to persons exposed to
10 the blood or body fluids of another. The procedures will follow standard health and safety
11 practices. No distinction will be made between body fluids from individuals with a known
12 disease or infection and from individuals without symptoms or with an undiagnosed disease.

13
14 The District will provide training on procedures on a regular basis. Appropriate supplies will be
15 available to all personnel, including those involved in transportation and custodial services.

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19 Policy History:

20 Adopted on:

21 Revised on:

1 **Charlo Public School District**

2
3 **PERSONNEL**

5231

4
5 Personnel Records

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

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

16
17 In accordance with federal law, the District shall release information regarding the professional
18 qualifications and degrees of teachers and the qualifications of paraprofessionals to parents upon
19 request, for any teacher or paraprofessional who is employed by a school receiving Title I funds,
20 and who provides instruction to their child at that school. Access to other information contained
21 in the personnel records of District employees is governed by Policy 4340.

22
23
24
25 Cross Reference: 4340 Public Access to District Records

26
27 Legal Reference: 10.55.701, ARM Board of Trustees
28 No Child Left Behind Act of 2001, P.L. 107-334

29
30 Policy History:

31 Adopted on:

32 Revised on:

1 **Charlo Public School District**

2
3 **PERSONNEL**

5231P
page 1 of 2

4
5 Personnel Records

6
7 The District shall maintain a cumulative personnel file in the administrative office for each of its
8 employees, as required by the Office of Public Instruction and current personnel policies. These
9 records are not to leave the administrative office except as specifically authorized by the
10 Superintendent, and then only by signed receipt. Payroll records are maintained separately.

11
12 Contents of Personnel Files

13
14 A personnel file may contain, but is not limited to, transcripts from colleges or universities,
15 information allowed by statute, a record of previous employment (other than college placement
16 papers for periods beyond active candidacy for a position), evaluations, copies of contracts, and
17 copies of letters of recommendation requested by an employee. All material in the personnel file
18 must be related to the employee's work, position, salary, or employment status in the District.
19 All documents, communications, and records dealing with the processing of a grievance shall be
20 filed separately from the personnel files of the participants.

21
22 No material derogatory to an employee's conduct, service, character, or personality shall be
23 placed in the file, unless such placement is authorized by the Superintendent, as indicated by his
24 initials, and unless the employee has had adequate opportunity to read the material. For the latter
25 purpose, the Superintendent shall take reasonable steps to obtain the employee's initials or
26 signature verifying the employee has received a copy of the material. If the employee refuses to
27 sign the document indicating they have had an opportunity to read it, the Superintendent will
28 place an addendum to the document, noting that the employee was given a copy but refused to
29 sign. The Superintendent will date and sign the addendum.

30
31 Disposition of Personnel Files

32
33 An employee, upon termination, may request transcripts of college and university work. Any
34 confidential college or university placement papers shall be returned to the sender or destroyed at
35 the time of employment. All other documents shall be retained and safeguarded by the District
36 for such periods as prescribed by law.

37
38 Record-Keeping Requirements Under the Fair Labor Standards Act

- 39
40 1. Records required for ALL employees:
- 41
 - 42 A. Name in full (same name as used for Social Security);
 - 43 B. Employee's home address, including zip code;
 - 44 C. Date of birth if under the age of nineteen (19);
 - 45 D. Sex (may be indicated with Male/Female, M/F, Mr./Mrs./Miss/Ms.);
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- 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.

2. Additional records required for non-exempt employees:

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

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

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

Procedure History:
Promulgated on:
Revised on:

1 **Charlo Public School District**

2
3 **PERSONNEL**

5232

4
5 Abused and Neglected Child Reporting

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

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

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19
20

21 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

26

27 Policy History:

28 Adopted on:

29 Revised on:

1 **Charlo Public School District**

5232F

2
3 **PERSONNEL**

4
5 **Charlo Public School District**
6 **Report of Suspected Child Abuse or Neglect**
7

8 *Original to: Department of Public Health and Human Services*

9 *Copy to: Building Principal*

10
11 From: _____ Title: _____

12
13 School: _____ Phone: _____

14
15 Persons contacted: Principal Teacher School Nurse Other

16
17 Name of Minor: _____ Date of Birth: _____

18
19 Address: _____ Phone: _____

20
21 Date of Report: _____ Attendance Pattern: _____

22
23 Father: _____ Address: _____ Phone: _____

24
25 Mother: _____ Address: _____ Phone: _____

26
27 Guardian or
28 Stepparent: _____ Address: _____ Phone: _____

29
30 Any suspicion of injury/neglect to other family members: _____

31
32 Nature and extent of the child's injuries, including any evidence of previous injuries, and any
33 other information which may be helpful in showing abuse or neglect, including all acts which
34 lead you to believe the child has been abused or neglected: _____
35 _____

36
37 Previous action taken, if any: _____
38 _____

39
40 Follow-up by Department of Public Health and Human Services (DPHHS to complete and return
41 copy to the Building Principal):
42

43 Date Received: _____ Date of Investigation: _____

4
5 Resolution of Staff Complaints/Problem-Solving

6
7 As circumstances allow, the District will attempt to provide the best working conditions for its
8 employees. Part of this commitment is encouraging an open and frank atmosphere in which any
9 problem, complaint, suggestion, or question is answered quickly and accurately by District
10 supervisors or administration.

11
12 The District will endeavor to promote fair and honest treatment of all employees. Administrators
13 and employees are all expected to treat each other with mutual respect. Each employee has the
14 right to express his or her views concerning policies or practices to the administration in a
15 businesslike manner, without fear of retaliation. Employees are encouraged to offer positive and
16 constructive criticism.

17
18 Each employee is expected to follow established rules of conduct, policies, and practices.
19 Should an employee disagree with a policy or practice, the employee can express his or her
20 disagreement through the District’s grievance procedure. No employee shall be penalized,
21 formally or informally, for voicing a disagreement with the District in a reasonable, businesslike
22 manner or for using the grievance procedure. **An employee filing a grievance under a
23 collective bargaining agreement is required to follow the grievance procedure for that
24 particular agreement.**

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28 Cross Reference: 1700 Uniform Complaint Procedure

29
30 Policy History:

31 Adopted on:

32 Revised on:

1 **Charlo Public School District**

2

3 **PERSONNEL**

5250

4

5 Non-Renewal of Employment/Dismissal from Employment

6

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

10

11

12

13 Cross Reference: 5140 Classified Employment and Assignment

14

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

19

20 Policy History:

21 Adopted on:

22 Revised on:

1 **Charlo Public School District**

2
3 **PERSONNEL**

5251

4
5 Resignations

6
7 The Board authorizes the Superintendent [school administrator] to accept on its behalf
8 resignations from any school district employee. The Superintendent [school administrator] shall
9 provide written acceptance of the resignation, including the date of acceptance, to the employee
10 setting forth the effective date of the resignation.

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

15
16
17 Legal Reference: *Booth v. Argenbright, 225 M 272, 731 P2d 1318, 44 St. Rep. 227*
18 *(1987)*

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20
21
22 Policy History:

23 Adopted on:

24 Revised on: 9/18/07

1 **Charlo Public School District**

2
3 **PERSONNEL**

5253

4
5 Retirement Programs for Employees

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

10
11 Certified employees who intend to retire at the end of the current school year should notify the
12 Superintendent in writing prior to April 1 of that year **OR** according to terms of the current
13 collective bargaining agreement.

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

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

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

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

32
33 Policy History:

34 Adopted on:

35 Revised on:

1 **Charlo Public School District**

2
3 **PERSONNEL**

5255

4
5 Disciplinary Action

6
7 District employees who fail to fulfill their job responsibilities or to follow reasonable directions
8 of their supervisors, or who conduct themselves on or off the job in ways that affect their
9 effectiveness on the job, may be subject to discipline. Behavior, conduct, or action that may call
10 for disciplinary action or dismissal includes but is not limited to reasonable job-related grounds
11 based on a failure to satisfactorily perform job duties, disruption of the District’s operation, or
12 other legitimate reasons.

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

19
20 The Superintendent is authorized to immediately suspend a staff member.

21		
22		
23		
24	Legal Reference:	§ 20-3-210, MCA Controversy appeals and hearings
25		§ 20-3-324, MCA Powers and duties
26		§ 20-4-207, MCA Dismissal of teacher under contract
27		§ 39-2-903, MCA Definitions
28		

29 Policy History:

30 Adopted on:

31 Revised on:

1 **Charlo Public School District**

2
3 **PERSONNEL**

5256

4
5 Reduction in Force

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

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

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

20
21
22
23 Cross Reference: 5250 Nonrenewal of Employment/Dismissal from
24 Employment

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

27
28 Policy History:

29 Adopted on:

30 Revised on:

1 **Charlo Public School District**

2
3 **PERSONNEL**

5314

4
5 Substitutes

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

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

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

17
18 All substitute teachers will be required to undergo fingerprint and background checks.
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22 Policy History:

23 Adopted on:

24 Revised on:

1 **Charlo Public School District**

2
3 **PERSONNEL**

5321
page 1 of 2

4
5 Leaves of Absence

6
7 Sick and Bereavement Leave

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

11
12 Classified employees will be granted sick leave benefits in accordance with § 2-18-618, MCA.
13 For classified staff, “sick leave” is defined as a leave of absence, with pay, for a sickness
14 suffered by an employee or an employee’s immediate family. “Immediate family” is defined as
15 the employee’s children, father, mother, brother, sister, grandparents, grandchild, father-in-law,
16 mother-in-law, brother-in-law, sister-in-law, and members of the employee’s household.
17 Nothing in this policy guarantees approval of the granting of such leave in any instance. The
18 District will judge each request in accordance with this policy and governing collective
19 bargaining agreements.

20
21 It is understood that seniority will accumulate while a teacher or employee is utilizing sick leave
22 credits. Seniority will not accumulate, unless an employee is in a paid status. Abuse of sick
23 leave is cause for disciplinary action up to and including termination.

24
25 An employee who has suffered a death in the immediate family will be eligible for bereavement
26 leave. The Superintendent has authority to grant bereavement leave for up to five (5) days.
27 Bereavement leave longer than five (5) days must be approved by the Board. Such leave will not
28 exceed three (3) months unless prescribed by a physician.

29
30 Personal and Emergency Leave

31
32 Teachers will be granted personal and emergency leave according to terms of the current
33 collective bargaining agreement. Upon recommendation of the Superintendent, and in
34 accordance with law and District policy, classified staff may be granted personal leave pursuant
35 to the following conditions:

- 36
37 1. Leave will be without pay unless otherwise stated. If leave is to include expenses
38 payable by the District, leave approval will so state.
39
40 2. Leave will be granted hourly.
41
42 3. Notice of at least one (1) week is required for any personal leave of less than one (1)
43 week; notice of one (1) month is required for any personal leave exceeding one (1) week.
44
45 4. With approval of the Board, the Superintendent has the flexibility, in unusual or
46 exceptional circumstances, to grant personal leave to employees not covered by sick or

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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.

Civic Duty Leave

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

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

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

Policy History:

Adopted on:

Revised on:

1 **Charlo Public School District**

2
3 **PERSONNEL**

5321P
page 1 of 2

4
5 Conditions for Use of Leave

6
7 Certified staff may use sick leave for those instances listed in the current collective bargaining
8 agreement. Classified staff may use sick leave for illness; injury; medical disability; maternity-
9 related disability, including prenatal care, birth, miscarriage, or abortion; quarantine resulting
10 from exposure to contagious disease; medical, dental, or eye examination or treatment; necessary
11 care of or attendance to an immediate family member or, at the District's discretion, another
12 relative for the above reasons until other attendants can reasonably be obtained, and death or
13 funeral attendance for an immediate family member. Leave without pay may be granted to
14 employees upon the death of persons not included in this list.

15
16 Accrual and Use of Sick Leave Credits

17
18 Certified employees will accrue and may use their sick leave credits according to the current
19 collective bargaining agreement.

20
21 Classified employees serving in positions that are permanent full-time, seasonal full-time, or
22 permanent part-time are eligible to earn sick leave credits, which will accrue from the first day of
23 employment. A classified employee must be employed continuously for a qualifying period of
24 ninety (90) calendar days in order to use sick leave. Unless there is a break in service, an
25 employee only serves the qualifying period once. After a break in service, an employee must
26 again complete the qualifying period to use sick leave. Sick leave may not be taken in advance
27 nor may leave be taken retroactively. A seasonal classified employee may carry over accrued
28 sick leave credits to the next season if management has a continuing need for the employee or,
29 alternatively, may be paid a lump sum for accrued sick leave credits when the season ends, in
30 accordance with ARM 2.21.141.

31
32 Employees, whether classified or certified, simultaneously employed in two (2) or more
33 positions, will accrue sick leave credits in each position according to the number of hours
34 worked or a proration of the contract (in the case of certified) worked. Leave credits will be used
35 only from the position in which the credits were earned and with approval of the supervisor or
36 appropriate authority for that position. Hours in a pay status paid at the regular rate will be used
37 to calculate leave accrual. Sick leave credits will not accrue for those hours exceeding forty (40)
38 hours in a work week, which are paid as overtime hours or recorded as compensatory time. A
39 full-time employee will not earn less than nor more than the full-time sick leave accrual rate
40 provided classified employees.

41
42 When an employee who has not worked the qualifying period for use of sick leave takes an
43 approved continuous leave of absence without pay in excess of fifteen (15) working days, the
44 amount of time an employee is on leave of absence will not count toward completion of the
45 qualifying period. The approved leave of absence exceeding fifteen (15) working days is not a

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47
48
49 break in service, and the employee will not lose any accrued sick leave credits nor lose credit for
50 time earned toward the qualifying period. An approved continuous leave of absence without pay
51 of fifteen (15) working days or less will be counted as time earned toward the ninety (90) day
52 qualifying period.

53 54 Calculation of Sick Leave Credits

55
56 Certified employees will earn sick leave credits at the rate stated in the current collective
57 bargaining agreement.

58
59 Full-time classified employees will earn sick leave credits at the rate of twelve (12) working days
60 for each year of service. Sick leave credits will be prorated for part-time employees who have
61 worked the qualifying period. The payroll office will refine this data by keeping records per
62 hour worked.

63 64 Sick Leave Banks

65
66 Donation of sick leave credits to and use of sick leave credits in the sick leave bank are governed
67 by terms of the current collective bargaining agreement.

68 69 Lump-Sum Payment on Termination of Classified Employees

70
71 When a classified employee terminates employment with the District, the employee is entitled to
72 cash compensation for one-fourth ($\frac{1}{4}$) of the employee's accrued and unused sick leave credits,
73 provided the employee has worked the qualifying period. The value of unused sick leave is
74 computed based on the employee's salary rate at the time of termination.

75 76 Industrial Accident

77
78 An employee who is injured in an industrial accident may be eligible for workers' compensation
79 benefits. Use of sick leave must be coordinated with receipt of workers' compensation benefits
80 on a case-by-case basis, by contacting the Montana Schools Group Workers' Compensation Risk
81 Retention Program (WCRRP).

82 83 Sick Leave Substituted for Annual Leave

84
85 A classified employee who qualifies for use of sick leave while taking approved annual vacation
86 leave, may be allowed to substitute accrued sick leave credits for annual leave credits. Medical
87 certification of the illness or disability may be required.

88 89 Procedure History:

90 Promulgated on:

91 Revised on:

4
5 Breastfeeding Workplace

6
7 Recognizing that breastfeeding is a normal part of daily life for mothers and infants, and that
8 Montana law authorizes mothers to breastfeed their infants where mothers and children are
9 authorized to be, the District will support women who want to continue breastfeeding after
10 returning from maternity leave.

11
12 The District shall provide reasonable unpaid break time each day to an employee who needs to
13 express milk for the employee’s child, if breaks are currently allowed. If breaks are not currently
14 allowed, the District shall consider each case and make accommodations as possible. The
15 District is not required to provide break time if to do so would unduly disrupt the District’s
16 operations. Supervisors are encouraged to consider flexible schedules when accommodating
17 employee’s needs.

18
19 The District will make reasonable efforts to provide a room or other location, in close proximity
20 to the work area, other than a toilet stall, where an employee can express the employee’s breast
21 milk. The available space will include the provision for lighting and electricity for the pump
22 apparatus. If possible, supervisors will ensure that employees are aware of these workplace
23 accommodations prior to maternity leave.

24
25
26 Legal Reference: Title 39, Chapter 2, Part 2, MCA

27
28 Policy History:

29 Adopted on: 7/24/07

30 Revised on:

2
3 **PERSONNEL**

4
5 Family Medical Leave

6
7 In accordance with provisions of the Family Medical Leave Act of 1993 (FMLA), a leave of
8 absence of up to twelve (12) weeks during a twelve (12) month period may be granted to an
9 eligible employee for the following reasons: 1) birth of a child; 2) placement of a child for
10 adoption or foster care; 3) a serious health condition which makes the employee unable to
11 perform functions of the job; or 4) to care for the employee’s spouse, child, or parent with a
12 serious health condition.

13
14 An employee is eligible to take FMLA leave, if the employee has been employed for at least
15 twelve (12) months and has worked at least one thousand two hundred fifty (1,250) hours during
16 the twelve (12) months immediately prior to the date leave is requested and there have been at
17 least fifty (50) District employees within seventy-five (75) miles for each working day during
18 twenty (20) or more workweeks in the current or preceding calendar year.

19
20 Employees will be required to use appropriate paid leave while on FMLA leave. Workers’
21 compensation absences will be designated FMLA leave.

22
23 The Board has determined that the twelve (12) month period during which an employee may
24 take FMLA leave is: 1) July 1 to June 30 or other specific dates.

25
26 The Superintendent has discretion to require medical certification to determine initial or
27 continued eligibility under FMLA, as well as fitness for duty.

28
29
30 **NOTE:** This provision applies to school districts with fifty (50) or more employees.
31 Those districts with less than fifty (50) employees must comply with notice and
32 record retention but are not obligated to provide the leave as a benefit of any
33 employee’s employment.

34
35
36
37 **Legal Reference:** 29 CFR 825, 29 USC 2601, et seq. - Family and Medical Leave Act of
38 1993
39 §§2-18-601, et seq., MCA Leave Time
40 §§49-2-301, et seq., MCA Prohibited Discriminatory Practices

41
42 Policy History:

43 Adopted on:

44 Revised on:

2
3 **PERSONNEL**

4
5 Family Medical Leave

6
7 Who Is Eligible

8
9 Employees are eligible if they have worked for the District for at least one (1) year, and for one
10 thousand two hundred fifty (1,250) hours over the previous twelve (12) months, and if there have
11 been at least fifty (50) District employees within seventy-five (75) miles for each working day
12 during twenty (20) or more workweeks in the current or preceding calendar year.

13
14 Benefit

15
16 Under certain conditions, eligible employees, if qualified, may be entitled to up to twelve (12)
17 weeks leave with continuing participation in the District’s group insurance plan.

18
19 Reasons for Taking Leave

20
21 Unpaid leave will be granted to eligible employees for any of the following reasons:

- 22
23 a) to care for the employee’s child after birth, or placement for adoption or foster care;
24 b) to care for the employee’s spouse, child, or parent (does not include parents-in-law) who
25 has a serious health condition; or
26 c) for a serious health condition that makes the employee unable to perform the employee’s
27 job.

28
29 Substitution of Paid Leave

30
31 Paid leave will be substituted for unpaid leave under the following circumstances:

- 32
33 a) Accumulated sick/personal leave will be utilized concurrently with any FMLA leave that
34 is taken for a serious health reason as described in (b) or (c) above.
35 b) Accumulated vacation/personal leave will be utilized concurrently with any FMLA leave
36 that is taken for a family reason as described in (a) above.
37 c) Accumulated sick leave will be utilized concurrently with FMLA leave, whenever the
38 FMLA leave is taken for reasons which qualify for sick leave benefits pursuant to District
39 policy or an applicable collective bargaining agreement.
40 d) Whenever appropriate workers’ compensation absences shall be designated FMLA leave.

41
42 When Both Parents Are District Employees

43
44 If both parents of a child are employed by the District, they each are entitled to a total of twelve
45 (12) weeks of leave per year. However, leave may be granted to only one (1) parent at a time,
46

47
48
49
50 and only if leave is taken: (1) for the birth of a child or to care for the child after birth; (2) for
51 placement of a child for adoption or foster care, or to care for the child after placement; or (3) to
52 care for a parent (but not a parent-in-law) with a serious health condition.

53
54 Advance Notice

55
56 Employees must provide thirty (30) days advance notice when the leave is “foreseeable.” In
57 other situations an employee must give notice as soon as practicable. Leave may be allowed in
58 emergency situations when no advance warning is possible. Inexcusable delays in notifying the
59 District may result in the delay or denial of leave.

60
61 Requests

62
63 A sick leave request form is to be completed whenever an employee is absent from work for
64 more than three (3) days or when an employee has need to be absent from work for continuing
65 treatment by (or under the supervision of) a health care provider.

66
67 Medical Certification

68
69 The District will require medical certification to support a request for leave or any other absence
70 because of a serious health condition (at employee expense) and may require second or third
71 opinions (at the employer’s expense) and a fitness-for-duty report or return-to-work statement.

72
73 Intermittent/Reduced Leave

74
75 FMLA leave may be taken “intermittently or on a reduced leave schedule” under certain
76 circumstances. Where leave is taken because of birth or placement of a child for adoption or
77 foster care, an employee may take leave intermittently or on a reduced leave schedule only with
78 the approval of the District. Where FMLA leave is taken to care for a sick family member or for
79 an employee’s own serious health condition, leave may be taken intermittently or on a reduced
80 leave schedule when medically necessary. An employee may be reassigned to accommodate
81 intermittent or reduced leave. When an employee takes intermittent leave or leave on a reduced
82 leave schedule, increments will be limited to the shortest period of time that the District’s payroll
83 system uses to account for absences or use of leave.

84
85 Insurance

86
87 An employee out on FMLA leave is entitled to continued participation in the appropriate group
88 health plan, but it is incumbent upon the employee to continue paying the usual premiums
89 throughout the leave period. An employee’s eligibility to maintain health insurance coverage
90 will lapse if the premium payment is more than thirty (30) days late. The District will mail
91 notice of delinquency at least fifteen (15) days before coverage will cease.

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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.

Record Keeping

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

Summer Vacation

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

SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES

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

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

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

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

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

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

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

If an instructional employee begins FMLA leave for a purpose other than that employee's own serious health condition less than three (3) weeks before the end of term, the District may require

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the employee to continue taking leave until the end of the academic term if the leave is longer than five (5) days.

Intermittent or Reduced Leave

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

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

Procedure History:

Promulgated on:

Revised on:

1 **Charlo Public School District**

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3 **PERSONNEL**

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4
5 Long-Term Illness/Temporary Disability/Maternity Leave

6
7 Employees may use sick leave for long-term illness or temporary disability, and, upon the
8 expiration of sick leave, the Board may grant eligible employees leave without pay if requested.
9 Medical certification of the long-term illness or temporary disability may be required, at the
10 Board’s discretion.

11
12 Long-term illness or temporary disability shall be construed to include pregnancy, miscarriage,
13 childbirth and recovery therefrom. Maternity leave includes only continuous absence
14 immediately prior to delivery, absence for delivery, and absence for post-delivery recovery, or
15 continuous absence immediately prior to and in the aftermath of miscarriage or other pregnancy-
16 related complications. Such leave shall not exceed six (6) weeks unless prescribed by a
17 physician.

18
19 Leave without pay arising out of any long-term illness or temporary disability, including
20 pregnancy, miscarriage, childbirth and recovery therefrom, shall commence only after sick leave
21 has been exhausted. The duration of leaves, extensions, and other benefits for privileges such as
22 health and long-term illness or temporary disability plans in the event of maternity leave, shall
23 apply under the same conditions as other long-term illness or temporary disability leaves.

24
25 The Superintendent shall devise procedures within the intent of Title VII of the 1964 Civil
26 Rights Act as amended in 1978 by the Pregnancy Discrimination Act, and within the scope of
27 applicable law and court rulings in the state of Montana.

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31 Legal Reference: § 49-2-310, MCA Maternity leave – unlawful acts of employers
32 § 49-2-311, MCA Reinstatement to job following pregnancy-related
33 leave of absence
34

35 Policy History:

36 Adopted on:

37 Revised on:

1 **Charlo Public School District**

2
3 **PERSONNEL**

5329P

4
5 Long-Term Illness/Temporary Disability/Maternity Leave

6
7 The following procedures will be used when an employee has a long-term illness or temporary
8 disability, including maternity:

- 9
- 10 1. When any illness or temporarily disabling condition is “prolonged”, an employee will be
11 asked by the administration to produce a written statement from a physician, stating that
12 the employee is temporarily disabled and is unable to perform the duties of his/her
13 position until such a time.
14
 - 15 2. Maternity leave will be treated as any other disability. Generally, unless mandated
16 otherwise by a physician, maternity leave does not exceed six (6) weeks. As a disabling
17 condition, maternity leave is not available to fathers.
18
 - 19 3. In the case of any other extended illness, procedures for assessing the probable duration
20 of the temporary disability will vary. The number of days of disability will vary
21 according to different conditions, individual needs, and the assessment of individual
22 physicians. Normally, however, the employee should expect to return on the date
23 indicated by the physician, unless complications develop which are further certified by a
24 physician.
25

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28 Procedure History:

29 Promulgated on:

30 Revised on:

1 **Charlo Public School District**

2
3 **PERSONNEL**

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4
5 Insurance Benefits for Employees

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

- 10
- 11 1. Classified employees who are employed less than half time (that is, who are regularly
- 12 scheduled to work less than thirty (30) hours per week) will not be eligible for group
- 13 insurance benefit plan and will not be considered to be a member of defined employee
- 14 insurance benefit groups.
- 15
- 16 2. The District will pay the monthly rate, in dollar amount, pursuant to the certified
- 17 negotiated agreement for all classified employees as specified in the Classified
- 18 Handbook.

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

25
26 Anniversary dates of the health and dental insurance policies for the District shall be July 1st
27 through June 30th.

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31 Legal Reference: § 2-18-702, MCA Group insurance for public employees and officers
32 § 2-18-703, MCA Contributions

33
34 Policy History:

35 Adopted on:
36 Revised on:

1 **Charlo Public School District**

2
3 **PERSONNEL**

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4
5 Holidays

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

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

- 11
12 1. Independence Day
13 2. Labor Day
14 3. Thanksgiving Day
15 4. Christmas Day
16 5. New Year's Day
17 6. Memorial Day
18 7. State and national election days when the school building is used as a polling place and
19 conduct of school would interfere with the election process.
20

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

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

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

31
32
33 Legal Reference: § 20-1-305, MCA School holidays
34

35 Policy History:

36 Adopted on:

37 Revised on:

1 **Charlo Public School District**

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3 **PERSONNEL**

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4

5 Vacations

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7 Classified and 12-month administrative employees will accrue annual vacation leave benefits in
8 accordance with §§ 2-18-611, 2-18-612, 2-18-614 through 2-18-617 and 2-18-621, MCA.

9 Nothing in this policy guarantees approval for granting specific days as annual vacation leave in
10 any instance. The District will judge each request for vacation in accordance with staffing needs.

11

12 Employees of less than six (6) months duration will not accrue vacation benefits.

13

14

15

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

19

20 Policy History:

21 Adopted on:

22 Revised on:

1 **Charlo Public School District**

2
3 **PERSONNEL**

4
5 Vacations

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

14
15 Vacation is earned according to the following schedule:

16
17 RATE-EARNED SCHEDULE

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

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

31
32 Maximum Accrual of Vacation Leave

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

37
38 Annual Pay-Out

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

43
44 Lump-Sum Payment Upon Termination

45
46 An employee who terminates employment for reasons not reflecting discredit on the employee

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

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

Procedure History:

Promulgated on:

Revised on:

2
3 **PERSONNEL**

4
5 Compensatory Time and Overtime for Classified Employees

6
7 Classified employees who work more than forty (40) hours in a given workweek may receive
8 overtime pay of one and one-half (1½) times the normal hourly rate, unless the District and the
9 employee agree to the provision of compensation time at a rate of one and one-half (1½) times
10 all hours worked in excess of forty (40) hours in any workweek. The Superintendent must
11 approve any overtime work of a classified employee.

12
13 Under Montana law and the Federal Fair Labor Standards Act, a classified employee may not
14 volunteer to work without pay in an assignment similar to his or her regular work.

15
16 A non-exempt employee who works overtime without authorization may be subject to
17 disciplinary action.

18
19
20 **NOTE:** *Please be advised that comp time is not required. If a district adopts a comp time*
21 *policy, there are basically two (2) types of employees: 1) Those who are covered before the*
22 *policy was adopted need to be treated on a case-by-case basis, and the agreement to allow comp*
23 *time must be entered into before the work is performed. 2) Those hired after the policy is in*
24 *place – the Department of Labor has determined that the employee agreed to the policy. Some*
25 *experts have said comp time is a credit card, not a savings account. The employee has broad*
26 *latitude to decide when the time will be taken.*

27
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30 Legal Reference: 29 USC 201, et seq. Fair Labor Standards Act

31
32 Policy History:

33 Adopted on:

34 Revised on:

1 **Charlo Public School District**

2
3 **PERSONNEL**

5337

4
5 Workers' Compensation Benefits

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

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

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

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

30 The District will not automatically and simply defer to a report of industrial accident but will
31 investigate as it deems appropriate to determine: (1) whether continuing hazardous conditions
32 exist which need to be eliminated; and (2) whether in fact an accident attributable to the District
33 working environment occurred as reported. The District may require the employee to authorize
34 the employee's physician to release pertinent medical information to the District or to a
35 physician of the District's choice, should an actual claim be filed against the Workers'
36 Compensation Division, which could result in additional fees being levied against the District.
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40 Legal Reference: §§ 39-71-101, et seq., MCA Workers' Compensation Act
41

42 Policy History:

43 Adopted on:

44 Revised on:

1 **Charlo Public School District**

2
3 **PERSONNEL**

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4
5 Teachers' Aides/Paraeducators

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

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

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

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

26
27 Paraeducators hired before January 8, 2002, have until January 1, 2006, to meet these standards.
28

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

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

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

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43 Policy History:

44 Adopted on:

45 Revised on:

1 **Charlo Public School District**

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3 **PERSONNEL**

5440

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5 Student Teachers/Interns

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

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

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

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

37 Cross Reference: 5122 Fingerprints and Criminal Background Investigations

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

42 Policy History:

43 Adopted on:

44 Revised on:

1 **Charlo Public School District**

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3 **PERSONNEL**

5450

4
5 Employee Electronic Mail and On-Line Services Usage

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7 Electronic mail (“e-mail”) is defined as a communications tool whereby electronic messages are
8 prepared, sent, and retrieved on personal computers. On-line services (i.e., the Internet) are
9 defined as a communications tool whereby information, reference material, and messages are
10 sent and retrieved electronically on personal computers.

11
12 Because of the unique nature of e-mail/Internet, and because the District desires to protect its
13 interest with regard to its electronic records, the following rules have been established to address
14 e-mail/Internet usage by all employees:

15
16 The District e-mail and Internet systems are intended to be used for educational purposes only.
17 Use for informal or personal purposes is permissible within reasonable limits. All e-
18 mail/Internet records are considered District records and should be transmitted only to
19 individuals who have a need to receive them. Additionally, District records, e-mail/Internet
20 records are subject to disclosure to law enforcement or government officials or to other third
21 parties through subpoena or other process. Consequently, employees should always ensure that
22 the educational information contained in e-mail/Internet messages is accurate, appropriate, and
23 lawful. E-mail/Internet messages by employees may not necessarily reflect the views of the
24 District. Abuse of the e-mail or Internet systems, through excessive personal use, or use in
25 violation of the law or District policies, will result in disciplinary action, up to and including
26 termination of employment.

27
28 Although the District does not intend to regularly review employees’ e-mail/Internet records,
29 employees have no right or expectation of privacy in e-mail or on the Internet. The District owns
30 the computers and software making up the e-mail and Internet system and permits employees to
31 use them in the performance of their duties for the District. E-mail messages and Internet
32 records are to be treated like shared paper files, with the expectation that anything in them is
33 available for review by the Superintendent.

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37 Policy History:

38 Adopted on:

39 Revised on:

1 **Charlo Public School District**

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3 **PERSONNEL**

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5 Payment of Wages Upon Termination

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

10
11 In the case of an employee discharged for allegations of theft connected to the employee's work,
12 the District may withhold the value of the theft, provided:

- 13
14 • The employee agrees in writing to the withholding; or
15
16 • Charges have been filed with law enforcement within seven (7) days of separation.

17
18 If no charges are filed within fifteen (15) days of the filing of a report with law enforcement,
19 wages are due within a fifteen (15) day period.

20
21
22
23 Legal Reference: § 39-3-205, MCA Payment of wages when employee separated from
24 employment prior to payday — exceptions
25

26 Policy History:

27 Adopted on:

28 Revised on:

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3 **PERSONNEL**

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5 HIPAA

6
7 *Note:*

8
9 *(1) Any school district offering a group “health care plan” for its employees is affected by*
10 *HIPAA. School districts offering health plans that are self-insured will be entirely responsible*
11 *for compliance with HIPAA, despite a third party administrator managing the plan. School*
12 *districts may also be subject to HIPAA as a “health care provider” by either having a school-*
13 *based health center or a school nurse. School-based health centers staffed and serviced by a*
14 *hospital or local health department are responsible for complying with HIPAA if there is a*
15 *sharing of records containing health information. For those districts providing the services of a*
16 *school nurse, HIPAA regulations issued in 2000 commented that an “educational institution that*
17 *employs a school nurse is subject to [the] regulations as a health care provider if the school*
18 *nurse or the school engaged in a HIPAA transaction.” This transaction occurs when a school*
19 *nurse submits a claim electronically.*

20
21 *(2) Any personally identifiable health information contained in an “education record” under*
22 *FERPA is subject to FERPA, not HIPAA.*

23
24 Background

25
26 **Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

27
28 The District’s group health plan is a Covered Entity under the Health Insurance Portability and
29 Accountability Act of 1996 (HIPAA) and its implementing regulations, the Standards for the
30 Privacy of Individually Identifiable Information. In order to comply with HIPAA and its related
31 regulations, the District has implemented the following HIPAA Privacy Policy:

32
33 **The HIPAA Privacy Rule**

34
35 HIPAA required the federal government to adopt national standards for *electronic health care*
36 *transactions*. At the same time, Congress recognized that advances in electronic technology
37 could erode the privacy of health information and determined there was a need for national
38 privacy standards. As a result HIPAA included provisions which mandated the adoption of
39 federal privacy standards for individually identifiable health information.

40
41 The standards found in the Privacy Rule are designed to protect and guard against the misuse of
42 individually identifiable health information, with particular concern regarding employers using
43 an employee’s (or dependent’s) health information from the group health plan to make adverse
44 employment-related decisions. The Privacy Rule states that verbal, written, or electronic
45 information that can be used to connect a person’s name or identity with medical, treatment, or
46

47 health history information is Protected Health Information (PHI) under the HIPAA Privacy Rule.
48
49

50
51 Under the HIPAA Privacy Rule:
52

- 53
54 1. Individuals have a right to access and copy their health record to the extent allowed by
55 HIPAA.
56
- 57 2. Individuals have the right to request an amendment to their health record. The plan may
58 deny an individual's request under certain circumstances specified in the HIPAA Privacy
59 Rule.
60
- 61 3. Individuals have the right to an accounting of disclosures of their health record for reasons
62 other than treatment, payment, or healthcare operations.
63
- 64 4. PHI, including health, medical, and claims records, can be used and disclosed without
65 authorization for specific, limited purposes (treatment, payment, or operations of the group
66 health plan). A valid authorization from the individual must be provided for use or
67 disclosure for other than those purposes.
68
- 69 5. Safeguards are required to protect the privacy of health information.
70
- 71 6. Covered entities are required to issue a notice of privacy practices to their enrollees.
72
- 73 7. Violators are held accountable with civil and criminal penalties for improper use or
74 disclosure of PHI.
75

76 Compliance 77

78 The District Clerk has been designated Privacy Officer. The Privacy Officer will oversee all
79 ongoing activities related to the development, implementation, maintenance of, and adherence to
80 the District's policies and procedures covering the privacy of and access to patient health
81 information in compliance with HIPAA, other applicable federal and state laws, and the
82 District's privacy practices.
83

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

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

The District has distributed a notice of privacy practices to plan participants. The notice informs plan participants of their rights and the District's privacy practices related to the use and disclosure of PHI.

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

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

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An authorization signed by the patient and designating specified individuals to whom the District may disclose specified medical information must be on file, before the plan can discuss a patient's medical information with a third party (such as a spouse, parent, group health plan representative, or other individual).

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

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

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

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

The District will ensure health information will not be used in making employment and compensation decisions. The HIPAA Privacy Rule and other applicable laws expressly prohibit an employer from making adverse employment decisions (demotions, terminations, etc.) based

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on health information received from the group health plan. To the extent possible, the District has separated the plan operations functions from the employment functions and has safeguards in place to prevent PHI from the plan from going to or being used by an employee’s supervisor, manager, or superior to make employment-related decisions.

Complaints

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

Charlo District Clerk
Charlo Public School District
PO Box 10
Charlo, Montana 59824

Policy History:

Adopted on:

Revised on: