

**SIDNEY SCHOOL DISTRICT**  
**5000 Series**  
**PERSONNEL**

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5000 SERIES  
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Accommodating Individuals with Disabilities and Section 504 of the Rehabilitation Act of 1973

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

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

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

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

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

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

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

5. Implementing the district's discrimination complaint procedures with respect to allegations of Section 504/ADA violations, discrimination and harassment based on disability.
6. Investigation complaints alleging violations of Section 504/ADA, discrimination based on disability, and disability harassment.

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

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

Cross Reference: 1700 Uniform Complaint Procedure

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

Policy History:

Adopted on: 11/9/98

Reviewed on: 6/2/15

Revised on: 7/1/15, 4/8/19, 8/15/22

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**PERSONNEL**

Equal Employment Opportunity, Non-Discrimination, and Sex Equity

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

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

Title: Karen Pollari, Title IX Coordinator  
Office Address: Sidney High School  
1012 4th Ave SE, Sidney, MT 59270  
Mailing Address: 101 S Central Ave, Sidney, MT 59270  
Email: [kpollari@sidneyps.com](mailto:kpollari@sidneyps.com)  
Phone Number: (406) 433-2330

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

Title: Michelle Monsen, 504 Coordinator  
Office address: 200 3rd Ave SE, Sidney, MT 59270  
Email: [mmonsens@sidneyps.com](mailto:mmonsens@sidneyps.com)  
Phone number: (406) 433-4080

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

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

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

complaints about behavior that may violate this policy shall be promptly investigated. Retaliation against an employee who has filed a discrimination complaint, testified, or participated in any manner in a discrimination investigation or proceeding is prohibited.

**Legal Reference:**

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

**Policy History:**

Adopted on: 11/9/1998

Revised on: 4/10/2012, 10/9/17, 4/8/19, 5/10/21

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**PERSONNEL**

Sexual Harassment of Employees

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

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

Title: Karen Pollari, Title IX Coordinator  
Office Address: Sidney High School  
1012 4<sup>th</sup> Ave SE, Sidney, MT 59270  
Mailing Address: 101 S Central Ave, Sidney, MT 59270  
Email: [kpollari@sidneyps.com](mailto:kpollari@sidneyps.com)  
Phone Number: (406) 433-2330

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

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

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

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



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

### Retaliation Prohibited

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

### Confidentiality

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

### Notice Requirements

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

### Training Requirements

The District ensures that Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, receives training on the definition of sexual harassment, the scope of the District's education program or activity, how to conduct an

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

#### Conflict of Interest and Bias

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

#### Determination of Responsibility

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

Cross Reference:

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

Legal References:

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

#### Policy History:

Adopted on: 11/9/98

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Revised on: 7/1/15, 11/11/19, 5/10/21, 8/15/22

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Sexual Harassment Grievance Procedure - Employees

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

Definitions

The following definitions apply for Title IX policies and procedures:

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

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

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

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

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

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

District Requirements

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

discrimination process bullying and harassment policy, or public complaint procedure for investigation.

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

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

### Timelines

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

### Response to a Formal Complaint

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

The District must follow the formal complaint process before the imposition of any disciplinary sanctions or other actions that are not supportive measures. However, nothing in this policy precludes the District from placing a non-student employee Respondent on administrative leave during the pendency of the grievance process. The District may also remove a student Respondent alleged to have harassed an employee Complainant from the education setting. The student may receive instruction in an offsite capacity during the period of removal. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

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

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

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

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

#### Investigation of a Formal Complaint

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

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

#### Dismissal of Formal Complaints

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

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

1. a Complainant provides written notification to the Title IX Coordinator that the Complainant would like to withdraw the formal complaint or any allegations therein;
2. the Respondent is no longer enrolled or employed by the District; or
3. specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

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

#### Evidence Review

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

#### Investigative Report

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

#### Decision-Maker's Determination

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

Prior to reaching a determination regarding responsibility, the decision-maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant, or if the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent. Questions must be submitted to the Title IX Coordinator within three calendar days from the date the Complainant and Respondent receive the investigator's report.

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

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

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

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



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

### Appeals

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

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

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

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

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

### Informal Resolution Process

Except when concerning allegations that an employee sexually harassed a student, at any time during the formal complaint process and prior to reaching a determination regarding

responsibility, the District may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and determination of responsibility, provided that the District:

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

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

#### Recordkeeping

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

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



**Sexual Harassment Reporting/Intake Form for Employees**

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

School \_\_\_\_\_ Date \_\_\_\_\_

Employee's name \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- Describe the incident(s).

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

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

If so, name the witnesses. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

If yes, what action did you take? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- Were there any prior incidents?  yes  no

If so, describe any prior incidents. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of complainant \_\_\_\_\_

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

Bullying/Harassment/Intimidation

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

Definitions

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

Reporting

All complaints about behavior that may violate this policy shall be promptly investigated. Any employee or third party who has knowledge of conduct in violation of this policy or feels he/she has been a victim of harassment, intimidation, or bullying in violation of this policy is encouraged to immediately report his/her concerns to the building principal or the District

Administrator, who have overall responsibility for such investigations. Complaints against the building principal shall be filed with the Superintendent. Complaints against the Superintendent or District Administrator shall be filed with the Board.

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

### Responsibilities

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

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

### Consequences

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

### Retaliation and Reprisal

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

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

### Policy History:

Adopted on: 4/10/12

Reviewed on: 6/2/15

Revised on: 7/1/15, 5/10/21

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## Sidney School District

### PERSONNEL

5021

#### Applicability of Personnel Policies

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

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

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

#### Policy History:

Adopted on: 11/9/98

Reviewed on: 6/2/15

Revised on: 7/1/15

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**PERSONNEL**

5120

Hiring Process and Criteria

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

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

Certification

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

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

Cross Reference:            5122    Fingerprints and Criminal Background Investigations

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

Policy History

Adopted on: 11/9/98

Reviewed on: 6/2/15,

Revised on: 7/10/00, 7/1/03, 7/1/06, 7/1/15, 10/9/17, 3/9/20

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**Sidney School District**

**Brent Sukut, Superintendent**  
**Kasey Deschaine, Payroll & Personnel Clerk**

**Sidney Public Schools**  
**101 S Central Ave**  
**Sidney, MT 59270**  
**Phone: (406) 433-2366**  
**Fax: (406) 433-2368**

---

**Determination of Eligibility for Hire – Policy 5120F**

DATE: \_\_\_\_\_

RE: \_\_\_\_\_

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

---

Name	Date of Birth
------	---------------

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

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

---

**Determination Completed By:**

---

Signature	Printed Name
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---

Title	Date
-------	------



## Dissemination Log – Policy 5120F

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

Date	Person Making Dissemination	Name and Date of Birth on Disseminated Information	Receiving Entity As Verified by CHRI Auditor (Name, Phone Number, Person)	Disseminated by Telephone, Fax, Mail?	Date Qualified Entity Status Verified by ID

**Instructions:** A log entry must be made every time you share with another qualified entity any information you obtained from a criminal history records check through the Montana Department of Justice (MDOJ) or the FBI. This includes the sharing of “No Record” information. The Dissemination Log must be retained for four (4) years from the date of the entry, and it must be made available to MDOJ and FBI auditors.

**Reminder:** Criminal history record information received from MDOJ or the FBI under NCPA/VCA and/or Public Law 92-544, shall be used or shared only for the screening of current or prospective Montana employees, volunteers, contractors, and/or vendors of QUALIFIED ENTITIES, pursuant to these laws.

## Sidney School District

### PERSONNEL

5120

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#### Federal Background Check Fingerprint and Information Handling Procedure

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

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

Fingerprints are obtained via local law enforcement agencies: Richland County Law Enforcement Office.

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

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

#### LASO

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

#### Access of CHRI

All background results are received by **Brent Sukut** and **Kasey Deschaine** through the State File Transfer Service. Results are printed and stored in a locked filing cabinet in the business office until a determination for employment is made. Only authorized personnel that have undergone Privacy and Security Information have access to printed criminal history record information. Authorized recipients of CHRI include **Superintendent Brent Sukut**, and the **Payroll/Personnel Clerk Kasey Deschaine**.

Printed background checks are reviewed by the **Superintendent Brent Sukut** and a determination form is completed. If any adverse results are present on the background check, it is given to the Superintendent, and Principal for final determination of eligibility. Sidney Public Schools utilizes a determination form and the CHRI is then shredded.

#### Determination Procedures

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

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

#### Retention and Storage Procedure

*(Note: If the School District seeks to store electronically you must contact DOJ's IT department.)*

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

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

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

#### Dissemination Procedure

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

#### Destruction Procedure

At the end of the retention and storage period outlined in this document, all CHRI and related information is shredded in house by **Kasey Deschaine**.

#### Applicant Procedures for Challenging or Correcting Their Record

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

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

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

#### Policy and Procedures for Misuse of CHRI

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

#### Training Procedure

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

#### Policy History:

Adopted on: 4/8/2021

Reviewed on: 10/10/22

Revised on: 11/14/22

## Sidney School District

### PERSONNEL

5122

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#### Fingerprints and Criminal Background Investigations

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

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

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

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

*\*The requirement to fingerprint non-licensed substitutes may be waived in whole or in part by the trustees, if the substitute has previous teaching or substitute teaching experience in an accredited public school in Montana prior to November 28, 2002 and who has continued to substitute yearly thereafter.*

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

information – procedure for dissemination through  
court

Admin. R. Mont. 10.55.716 Substitute Teachers  
Public Law 105-251, Volunteers for Children Act

Policy History:

Adopted on: 11/9/98

Reviewed on: 5/2/17

Revised on: 11/10/03, 7/1/05, 7/01/16, 7/1/17

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## Applicant Rights and Consent to Fingerprint – Policy 5122F

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

- You must be provided written notification<sup>1</sup> by District your fingerprints will be used to check the criminal history records of the FBI.
- You must be provided, and acknowledge receipt of, an adequate Privacy Act Statement when you submit your fingerprints and associated personal information. This Privacy Act Statement should explain the authority for collecting your information and how your information will be used, retained, and shared.
- If you have a criminal history record, the officials making a determination of your suitability for employment, license, or other benefit must provide you the opportunity to complete or challenge the accuracy of the information in the record.
- The officials must advise you that the procedures for obtaining a change, correction, or updating of your criminal history record are set forth at Title 28, Code of Federal Regulations (CFR), Section 16.34.
- If you have a criminal history record, you should be afforded a reasonable amount of time to correct or complete the record (or decline to do so) before the officials deny you the employment, license, or other benefit based on information in the criminal history record.<sup>2</sup>

You have the right to expect that officials receiving the results of the criminal history record check will use it only for authorized purposes and will not retain or disseminate it in violation of federal statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council.<sup>3</sup>

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

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

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

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

Signed:

---

Name

---

Date

<sup>1</sup> Written notification includes electronic notification but excludes oral notification.

<sup>2</sup> See 28 CFR 50.12(b).

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



**NCPA/VCA Applicants**

To \_\_\_\_\_:

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

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

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

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

Your Name:

\_\_\_\_\_  
First Middle Maiden Last

Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
City State Zip

- I have been convicted of, or am under pending indictment for, the following crimes [include the dates, location/jurisdiction, circumstances and outcome]:
- I have not been convicted of, nor am I under pending indictment for, any crimes
- I authorize Montana Department of Justice, Criminal Records and Identification Services Section to disseminate criminal history record information to \_\_\_\_\_.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

Whistle Blowing and Retaliation

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

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

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

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

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

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

The Board or its agents will not discharge, discipline or otherwise penalize any employee because the employee or someone acting on the employee's behalf, reports, verbally or in writing, a violation or suspected violation of any state or federal law or regulation or any town/city ordinance or regulation to a public body, or because an employee is requested by a public body to participate in an investigation, hearing or inquiry held by that public body, or a court action. Further, the Board or its agents will not discharge, discipline or otherwise penalize any employee because the employee, or a person acting on his/her behalf, reports, verbally or in writing, to a public body, as defined in the statutes, concerning unethical practices, mismanagement or abuse of authority by the employer. This section does not apply when an employee knowingly makes a false report.

The District will exercise reasonable efforts to:

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

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

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

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

Policy History:

Adopted on: 7/1/15

Reviewed on: 6/2/15

Revised on:

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## **Sidney School District**

### **PERSONNEL**

5130

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#### Staff Health

##### Medical Examinations

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

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

##### Physical Examinations

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

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

##### Communicable Diseases

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

An employee with a communicable disease shall not report to work during the period of time in which the employee is infectious. An employee afflicted with a communicable disease capable of

being readily transmitted in the school setting (e.g., airborne transmission of tuberculosis) shall be encouraged to report the existence of the illness so that precautions may be taken to protect the health of others. The District reserves the right to require a statement from an employee's primary care provider, before the employee may return to work.

### Confidentiality

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

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

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

Adopted on: 11/9/98  
Reviewed on: 6/2/15  
Revised on: 7/1/15

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## Sidney School District

### PERSONNEL

5135

#### Medical Examinations

Applicants may be required to submit to examinations of fitness to perform the functions of the position which they are offered. Failure to meet these conditions constitutes grounds to disallow employment by the District. All physical fitness examinations must be performed by a physician licensed in Montana, or any other state, to practice medicine and surgery in any of its branches. The physical examination and the tuberculin tests must have been taken by the employee no more than 90 days before the employee's submitting evidence to the School Board.

Any employee may be required to have an examination by a physician who is licensed in Montana to practice medicine and surgery in all its branches if the examination is job-related and consistent with business necessity. The Board will pay the expenses of any such examination.

Where a requirement for medical examination or certification is imposed upon an applicant or employee of the district by state regulation, the district shall not be obligated to pay for such certification.

Legal Reference:       ADA, 42 U.S.C. § 12112, 29 C.F.R. Part 1630  
                              Immigration Reform and Control Act, 8 U.S.C. § 1324a *et seq.*  
                              § 39-2-301, MCA  
                              16.28.1005 ARM

#### Policy History:

Adopted on: 11/9/98

Revised on:

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## **Sidney School District**

### **PERSONNEL**

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#### Classified Employment and Assignment

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

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

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

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

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

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

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

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

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

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

**Policy History:**

Adopted on: 11/9/98

Revised on: 7/1/02, 7/01/06, 7/1/07, 04/10/12, 12/13/21

Legal Reference:      § 39-2-904, MCA      Elements of wrongful discharge – presumptive  
                                  probationary period  
                                  § 39-2-912, MCA      Exceptions to Wrongful Discharge from  
  Employment Act  
*Hunter v. City of Great Falls* (2002), 2002 MT 331  
*Whidden v. Nerison*, 294 Mont. 346, 981 P.2d 271 (1999)  
*Bowden v. The Anaconda Co.*, 38 St. Rep. 1974 (D.C. Mont. 1981)  
*Prout v. Sears, Roebuck & Co.*, 236 Mont. 152, 722 P.2d 288 (1989)  
*Stowers v. Community Medical Center, Inc.*, 2007 MT 309, 340 Mont.  
116, 172 P.2d 1252.

**Policy History:**

Adopted on: 11/9/98

Revised on: 7/1/02, 7/01/06, 7/1/07, 4/10/12, 12/13/21

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## Sidney School District

### PERSONNEL

5210

#### Assignments, Reassignments, Transfers

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

#### Classified Staff

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

#### Teaching

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

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

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

#### Policy History:

Adopted on: 11/9/98

Reviewed on: 3/4/2014

Revised on: 04/10/12, 7/01/2014

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## **Sidney School District**

### **PERSONNEL**

5215

#### Classified Personnel - Supervision of

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

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

#### Policy History:

Adopted on: 11/9/98

Revised on:

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**PERSONNEL**

5220

Prohibition on Aiding Sexual Abuse

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

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

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

Legal Reference: ESSA section 8038, § 8546

History of Policy:

Adopted on: 11-13-17

Reviewed on:

Revised on:

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**PERSONNEL**

Work Day

Length of Work Day - Certified

All conditions pertaining to the certified work day, preparation periods, lunches, etc., are found in the current collective bargaining agreement. Arrival time shall generally be one-half (½) hour before classes begin, or as directed by the Building Principal.

Length of Work Day - Classified

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

Breaks

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

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

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

Policy History:

Adopted on: 11/9/98  
Reviewed on: 6/2/15  
Revised on: 7/1/15

Evaluation of Non-Administrative Staff

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

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

**Legal Reference:**

**ARM 10.55.701(4)(a)(b)**

**Board of Trustees**

Policy History:

Adopted on: 11/09/98

Reviewed on: 3/4/2014

Revised on: 7/01/2014

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## **Sidney School District**

### **PERSONNEL**

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#### Personal Conduct

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

All employees are expected to maintain high standards of honesty, integrity, and impartiality in the conduct of District business. All employees shall maintain appropriate employee-student relationship boundaries in all respects, including personal, speech, print, and digital communications. Failure to honor the appropriate employee student relationship boundary will result in a report to the Department of Public Health and Human Services and the appropriate law enforcement agency.

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

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

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

#### Firearms and Weapons

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

property at any time.

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

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

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

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

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

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

Cross Reference:      Professional Educators of Montana Code of Ethics  
                                 Policy 3310 - Student Discipline  
                                 Policy 3311 – Firearms and Weapons  
                                 Policy - 5232 Abused and Neglected Children  
                                 Policy - 4332 Conduct on School Property

Legal Reference: § 20-1-201, MCA School officers not to act as agents  
                                 Title 2, Chapter 2, Part 1 Standards of Conduct

§ 39-2-102, MCA	What belongs to employer
§ 45-8-361, MCA	Possession or allowing possession of a weapon in a school building
§ 45-5-501, MCA	Definitions
§ 45-5-502, MCA	Sexual Assault
ARM 10.55.701(2)(d)	Board of Trustees
§ 45-8-213, MCA	Privacy in communications

Policy History:

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Reviewed on: 6/2/15

Revised on: 7/1/15, 9/9/19, 3/9/20, 6/28/21, 12/13/21, 6/6/22

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## Political Activity

The Board recognizes its employees' rights of citizenship, including but not limited to engaging in political activities. A District employee may seek an elective office, provided the employee does not campaign on school property during working hours, and provided all other legal requirements are met. The District assumes no obligation beyond making such opportunities available. An employee elected to office is entitled to take a leave of absence without pay, in accordance with the provisions of § 39-2-104, MCA.

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

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

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

Legal Reference:	5 U.S.C. § 7321	Hatch Act
	§ 39-2-104, MCA	Mandatory leave of absence for employees holding public office
	§ 13-35-226, MCA	Unlawful acts of employers and employees

### Policy History:

Adopted on: 11/9/98

Reviewed on: 6/2/15

Revised on: 7/1/15

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## **Sidney School District**

### **PERSONNEL**

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#### Drug-Free Workplace

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

- Unlawfully manufacturing, dispensing, distributing, possessing, using, or being under the influence of a controlled substance while on District premises or while performing work for the District, including employees possessing a “medical marijuana” card.
- Distributing, consuming, using, possessing, or being under the influence of alcohol while on District premises or while performing work for the District.

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

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

As a condition of employment, each employee will:

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

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

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

#### District Action Upon Violation of Policy

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

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

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

Legal Reference:      41 U.S.C. §§ 702, 703, 706      Drug-free workplace requirements for  
Federal grant recipients  
*Johnson v. Columbia Falls Aluminum Company LLC*, 2009 MT 108N.  
50-46-320, MCA                      Limitations of Medical Marijuana Act

Policy History:

Adopted on: 11/9/98

Reviewed on: 6/2/15

Revised on: 7/1/08, 5/9/11, 7/1/15

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**PERSONNEL**

Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers

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

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

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

Pre-Employment Tests

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

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

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

Post-Accident Tests

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

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

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

Accidents will be reported in the Superintendent or designee immediately. Drivers shall make themselves readily available for testing, absent the need for immediate medical attention. No such driver shall use alcohol for eight (8) hours after the accident, or until after he/she undergoes a post-accident alcohol test, whichever occurs first. If an alcohol test is not administered within two (2) hours or if a drug test is not administered within thirty-two (32) hours, the District shall prepare and maintain records explaining why the test was not conducted. Tests will not be given if not administered within eight (8) hours after the accident for alcohol or within thirty-two (32) hours for drugs. Tests conducted by authorized federal, state, or local officials will fulfill post-accident testing requirements, provided they conform to applicable legal requirements and are obtained by the District. Breath tests will validate only the alcohol test and cannot be used to fulfill controlled substance testing obligations.

#### Random Tests

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

#### Reasonable Suspicion Tests

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

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

A supervisor or District official who makes observations leading to a controlled substance

reasonable suspicion test shall make a written record of his/her observations within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

### Enforcement

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

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

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

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

### Return-to-Duty Tests

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

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

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

### Follow-Up Tests

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

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

### Records

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

### Notifications

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

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

sensitive functions and the procedures for referral, evaluation, and treatment;

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

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

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



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

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

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

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

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

#### Clearinghouse

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

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

#### Procedure History:

Promulgated on: 11/9/98

Reviewed on: 6/2/15

Revised on: 7/1/03, 7/1/15, 5/10/21, 6/6/22

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**ACKNOWLEDGEMENT OF RECEIPT  
POLICY 5228F**

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

Employee Signature:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor Receipt:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**REQUEST FOR RECORDS  
POLICY 5228F2**

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

**Employee Signature:**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Supervisor Receipt:**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

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## **Sidney School District**

### **PERSONNEL**

5230

#### Prevention of Disease Transmission

All schools shall provide a healthy environment and shall adopt procedures recommended by public health officials for handling body fluids.

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

The administration shall develop, in consultation with public health and medical personnel, procedures to be followed by all staff. The procedures shall be distributed to all staff and training on the procedures shall occur on a regular basis. Training and appropriate supplies shall be available to all personnel, including those involved in transportation and custodial services.

In addition to insuring that these health and safety procedures are carried out on a District-wide basis, special emphasis shall be placed on those areas of school district operation that present a greater need for these precautions.

#### Policy History:

Adopted on: 11/9/98

Revised on:

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## **Sidney School District**

### **PERSONNEL**

5231P

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#### Personnel Records

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

#### Contents of Personnel Files

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

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

#### Disposition of Personnel Files

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

#### Record Keeping Requirements Under the Fair Labor Standards Act

1. Records required for ALL employees:
  - A. Name in full (same name as used for Social Security);
  - B. Employee's home address, including zip code;
  - C. Date of birth if under the age of 19;

- D. Sex (may be indicated with Male/Female, M/F, Mr./Mrs./Miss);
- E. Time of day and day of week on which the employee's work week begins;
- F. Basis on which wages are paid (such as \$5/hour, \$200 week, etc.);
- G. Any payment made which is not counted as part of the "regular rate;"
- H. Total wages paid each pay period.

2. Additional records required for non-exempt employees:

- A. Regular hourly rate of pay during any week when overtime is worked;
- B. Hours worked in any work day (consecutive 24 hour period);
- C. Hours worked in any work week (or work period in case of 207[k]);
- D. Total daily or weekly straight-time earnings (including payment for hours in excess of 40 per week, but excluding premium pay for overtime);
- E. Total overtime premium pay for a work week;
- F. Date of payment and the pay period covered;
- G. Total deductions from or additions to wages each pay period;
- H. 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 discusses compensatory time, or written understandings with individual non-union employees.

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

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

Promulgated on: 11/9/98

Revised on:

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## Sidney School District

### PERSONNEL

5231

#### Personnel Records

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

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

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

Personnel records must be kept for 10 years after termination.

Cross Reference: 4340 Public Access to District Records

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

#### Policy History:

Adopted on: 11/9/1998

Reviewed on: 3/4/2014

Revised on: 7/01/03, 7/01/2014

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## Sidney School District

### PERSONNEL

5232

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#### Child Abuse, Neglect, and Sex Trafficking Reporting

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

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

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

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

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

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

Cross Reference:	5223	Personal Conduct
	3225	Sexual Harassment of Students
Legal Reference:	§ 41-3-201, MCA	Reports
	§ 41-3-202, MCA	Action on reporting
	§ 41-3-203, MCA	Immunity from liability
	§ 41-3-205, MCA	Confidentiality – disclosure exceptions



§ 41-3-207, MCA	Penalty for failure to report
§ 45-5-501, MCA	Definitions
§ 45-5-502, MCA	Sexual Assault
§ 20-7-1316, MCA	Child Sex Trafficking Prevention

Policy History:

Adopted on: 11/9/98

Reviewed on: 5/2/17

Revised on: 7/1/14, 7/1/17, 3/9/20, 5/10/21

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PERSONNEL

Sidney School District
Report of Suspected Child Abuse or Neglect
Original: Send to Department of Family Services
Copy: Send to Building Principal

From: \_\_\_\_\_ Title: \_\_\_\_\_

School: \_\_\_\_\_ Phone: \_\_\_\_\_

Persons contacted: [ ] Principal [ ] Teacher [ ] School Nurse [ ] Other

Name of Minor: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Date of Report: \_\_\_\_\_ Attendance Pattern: \_\_\_\_\_

Father: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Mother: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Guardian or Step-Parent: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Any suspicion of injury/neglect to other family members: \_\_\_\_\_

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

Previous action taken, if any: \_\_\_\_\_

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

Date Received: \_\_\_\_\_ Date of Investigation: \_\_\_\_\_

Resolution of Staff Complaints/Problem-Solving

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

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

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

Cross Reference: 1700 Uniform Complaint Procedure

Policy History:

Adopted on: 11/9/98

Reviewed on: 6/2/15

Revised on: 7/1/15

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## Sidney School District

### PERSONNEL

5251

#### Resignations

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

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

Certified personnel will generally be expected to fulfill the terms of their contract.

Classified employees (i.e. non-certified employees) are expected to give due written notice that will permit the district to conduct a search for a suitable replacement. Generally speaking, the Trustees expect a two-week notice.

All resignations should be in writing. The immediate supervisor shall be informed in writing of the resignation and a copy of the resignation shall be delivered by the employee to the personnel office.

Legal Reference: *Booth v. Argenbright*, 225 Mont. 272, 731 P.2d 1318 (1987)

#### Policy History:

Adopted on: 11/9/98

Reviewed on: 6/2/15

Revised on: 7/1/15

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## Sidney School District

### PERSONNEL

5253

#### Retirement Programs for Employees

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

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

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

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

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

#### Legal Reference:

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

#### Policy History:

Adopted on: 11/9/98

Revised on:

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## Sidney School District

### PERSONNEL

5254

#### Payment of Employer Contributions and Interest on Previous Service

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

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

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

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

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

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

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

#### Policy History:

Adopted on: 4/12/2010

Reviewed on:

Revised on:

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**Employer Payment Policy Form**

**I. Section 19-3-505, MCA**

**Payment of Employer Contributions and Interest on Previous Service**

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

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

**and to:**

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

NAME OF EMPLOYER: Sidney Public Schools

Signature of Officer: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title of Officer: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_.

Signature of Employee: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_.

## Sidney School District

### PERSONNEL

5255

#### Disciplinary Action

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

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

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

The Superintendent is authorized to immediately suspend a staff member.

Cross Reference	Policy 3311	Firearms and Weapons
Legal Reference:	§ 20-3-210, MCA	Controversy appeals and hearings
	§ 20-3-324, MCA	Powers and duties
	§ 20-4-204, MCA	Termination of tenure teacher services
	§ 20-4-207, MCA	Dismissal of teacher under contract
	§ 39-2-903, MCA	Definitions
	<i>Johnson v. Columbia Falls Aluminum Company LLC</i> , 2009 MT 108N.	

#### Policy History:

Adopted on: 4/9/98

Reviewed on: 6/2/15

Revised on: 5/9/11, 7/1/15

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## Sidney School District

### PERSONNEL

5256

#### Reduction in Force

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

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

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

Cross Reference: 5250 Non-Renewal of Employment/Dismissal From Employment

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

#### Policy History:

Adopted on: 11/9/98

Reviewed on: 6/2/15

Revised on: 7/1/15, 9/9/19

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## Sidney School District

### PERSONNEL

5257

#### Employee Assistance Program (Optional)

The District will provide an Employee Assistance Program (EAP) that will assist employees and their dependents in dealing with the personal problems that pose a threat to their health, well-being and/or possibly their jobs. The EAP may help with a wide range of problems employees face such as alcoholism, drug abuse, emotional problems or other personal concerns. The scope of assistance will be limited to (1) initial assessment and referral; (2) up to three short-term counseling sessions with the District's external EAP coordinator; and (3) awareness/education services on the effects of drug/alcohol and other addictions, stress management and/or other areas of personal problems. Subsequent services which may be indicated may be partially covered by applicable provision of health insurance, with the employee being responsible for any remainder of services provided. Confidential assistance is made available through special arrangements by the District with a confidential external EAP coordinator. The external EAP coordinator will coordinate with the Personnel Services Department of the School District. No services, beyond the three listed in this policy as the scope of this program, will be provided to employees except in those specifically covered in the District's employee benefit plan.

Implementation of this program will not require or result in any special regulations, privileges or exceptions from the standard administrative practices applicable to job performance, except as may be outlined in a labor/management agreement. The EAP is complimentary to, but not a substitute for, adequate job performance.

The District must provide a safe environment for all students, patrons and employees of the District. Therefore, precautions will be taken to insure that an employee's condition does not present a health and/or safety threat to students, patrons or other employees in any instance.

#### Policy History:

Adopted on: 11/9/98

Revised on:

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## Sidney School District

### PERSONNEL

5314

#### Substitutes

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

If the absence of the regular, licensed or authorized teacher continues for more than 35 consecutive teaching days, the substitute may be placed under contract if licensed or the board of trustees shall place a licensed teacher under contract. If the board of trustees makes a written declaration to the Superintendent of Public Instruction that no licensed teacher is available, the district shall pursue the employment of a teacher authorized under the provisions of Admin. R. Mont. 10.57.107.

The Board annually establishes a daily rate of pay for substitute teachers. No fringe benefits are given to substitute teachers. Discretion is given to the Superintendent, with the Board Chairman's approval, to increase substitute rates during time of emergency and such action will be reported and approved by the Board and the next Board meeting.

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

All substitute teachers will be required to undergo fingerprint and background checks. The Board may pass a motion waiving, in whole or in part, this requirement, if the non-licensed substitute has previous teaching or substitute teaching experience in an accredited public school in Montana prior to November 28, 2002. All substitutes are subject to District Policies during their term of service to the District. All substitutes shall abide by student and staff confidentiality standards during their term of service in the district.

Legal Reference:      Admin. R. Mont. 10.55.716                      Substitute teachers

#### Policy History:

Adopted on: 11/9/98

Reviewed on: 6/2/15

Revised on: 7/1/04, 7/1/15, 12/13/21

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**Sidney School District**

**PERSONNEL**

5315

Classified Substitute Pay Plan

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

Policy History:

Adopted on: 11/9/98

Revised on:

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## **Sidney School District**

### **PERSONNEL**

5321

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#### Leaves of Absence

##### Sick and Bereavement Leave

Certified employees shall be granted 13 days of sick leave, with full pay, per school year. Employees contracted for less than 187 days shall be granted sick leave on a pro rata basis. Certified employees may use their sick leave according to the terms of the current collective bargaining agreement.

Classified employees shall be granted sick leave benefits in accordance with § 2-18-618, MCA. For classified staff, "sick leave" means a leave of absence, with pay, for a sickness suffered by an employee or his or her immediate family. "Immediate family" shall mean the employee's spouse, and any member of the employee's household, or any parent, child, grandparent, grandchild, sibling or corresponding in-law. Nothing in this policy guarantees approval of the granting of such leave in any instance. Each request will be judged by the District in accordance with this policy and the governing collective bargaining agreements.

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

##### Personal Leave

Teachers will be granted a total of four (4) days leave of absence for personal reasons which require the teacher's absence during working hours.

Two days advance notice of intent to use personal leave will be given to the administration, except during periods of emergency. Each Building Principal, with approval from the Superintendent, may allow up to three (3) teachers personal leave prior to or following each school vacation or holiday. These leaves will be granted on a first-come, first-served basis.

##### Association Leave

Fifteen (15) work days will be authorized for the attendance of Association officers and delegates to Association meetings. During any year, when the Association has not used the 15 days for that year, it may carry five (5) days over for the subsequent year, not to exceed 20 days in any one (1) year. The Sidney Education Association will pay the substitute costs for all Association leave days taken.

##### Civic Duties Leave

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

#### Leave of Absence Without Pay

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

Each leave of absence shall be of the shortest possible duration required to meet the leave's purpose, consistent with the reasonable continuity of instruction for students. Employees on extended leave shall generally be entitled to return to the same position which they held immediately before commencement of leave or to positions of comparable responsibility and remuneration. Employees may also carry over, without any loss, sick leave or years of service up to the time of the employee's approved leave, except that the employee shall not accrue sick leave, annual vacation leave, nor additional service time toward seniority during any unpaid leave of absence.

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

#### Long-Term Illness and Maternity Leave

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

Long-term illness or temporary disability shall be construed to include pregnancy, miscarriage, child birth, and recovery therefrom. Maternity leave includes only continuous absence immediately prior to delivery, absence for delivery, and absence for post-delivery recovery, or continuous absence immediately prior to and in the aftermath of miscarriage or other pregnancy-related complications. Such leave shall not exceed six (6) weeks, unless prescribed by a physician. Leave without pay arising from any long-term illness or temporary disability, including pregnancy, miscarriage, child birth, and recovery therefrom, shall commence only after sick leave has been exhausted. The duration of leaves, extensions, and other benefits or privileges, such as health and long-term illness or temporary disability plans, in the event of maternity leave, shall apply under the same conditions as other long-term illness or temporary disability leaves.

Legal Reference:	42 U.S.C §2000e	Equal Employment Opportunities
	§ 2-18-601(15), MCA	Definitions
	§ 2-18-618, MCA	Sick leave
	§ 2-18-619, MCA	Jury Duty – Service as Witness
	§ 39-2-104, MCA	Mandatory Leave of Absence for employees Holding public office
	§ 49-2-310, MCA	Maternity leave – unlawful acts of employers
	§ 49-2-311, MCA	Reinstatement to job following pregnancy- related leave of absence

Policy History:

Adopted on: 11/9/98

Reviewed on: 6/2/15

Revised on: 07/1/06, 7/1/15

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Conditions for Use of Leave

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

Accrual and Use of Sick Leave Credits

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

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

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

When an employee who has not worked the qualifying period for use of sick leave takes an approved continuous leave of absence without pay exceeding 15 working days, the amount of time on leave of absence will not count toward completion of the qualifying period. The approved leave of absence exceeding 15 working days is not a break in service and the employee



will not lose any accrued sick leave credits or lose credit for time earned toward the qualifying period. An approved continuous leave of absence without pay of 15 working days or less will be counted as time earned toward the 90-day qualifying period.

#### Calculation of Sick Leave Credits

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

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

#### Sick Leave Banks

A sick leave bank, administered by the District, is available to certified employees covered by the contract. Individual teacher participation is voluntary and initiated by an irrevocable one-day contribution of sick leave from the employee's personal account, if that employee elects this option. Membership is maintained as long as the employee remains employed by the District and makes any necessary additional contributions to maintain the bank's minimum level. A minimum level of 30 contributed days is required to maintain the bank.

Upon exhaustion of all personal leave and individual sick leave, a member employee may apply to the Superintendent for approval to use up to 12 days of sick leave from the bank in any one (1) school year. The application for use of sick leave bank days shall be in writing and include an explanation of need. In case of denial by the Superintendent of the request, the employee may submit the request to the Board for consideration.

#### Lump Sum Payment Upon Termination for Classified Employees

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

Industrial Accident

An employee who is injured in an industrial accident may be eligible for Worker's Compensation benefits. Use of sick leave must be coordinated with receipt of Worker's Compensation benefits

on a case-by-case basis by contacting the Montana Schools Group Workers' Compensation Risk Retention Program (WCRRP).

Sick Leave Substituted for Annual Leave

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

Procedure History:

Promulgated on: 11/9/98

Revised on:

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## Sidney School District

### PERSONNEL

5322

#### Military Leave

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

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

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

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

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

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

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

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

#### Policy History:

Adopted on: 7/1/07

Reviewed on: 6/7/2016

Revised on: 7/1/2016

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**PERSONNEL**

Family Medical Leave Act

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

Servicemember Family Leave

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

**Eligibility**

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

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

Coordination of Paid Leave

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

**Medical Certification**

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

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

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

Policy History:

Adopted on: 11/9/98

Revised on: 7/1/09, 04/10/12

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**PERSONNEL**

Family Medical Leave

Who Is Eligible

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

Benefit

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

Reasons for Taking Leave

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

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

Military Family Leave

a. Military caregiver Leave

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

b. Qualified Exigency Leave

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

- 1. Qualifying exigencies include:
  - a. Short-notice deployment;
  - b. Military events and related activities;
  - c. Childcare and school activities;

- d. Financial and legal arrangements;
- e. Counseling;
- f. Post-deployment activities; and
- g. Additional activities agreed to by the employer and the employee.

### Substitution of Paid Leave

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

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

### When Both Spouses Are District Employees

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

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

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

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

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

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

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

#### Employee Notice Requirement

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

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

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

#### Notice for Leave Due to Active Duty of Family Member

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

#### Requests

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

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



### Medical Certification

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

### Intermittent/Reduced Leave

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

### Insurance

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

### Return

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

### Recordkeeping

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

### Summer Vacation

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

## ***SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES***

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

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

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

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

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

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

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

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

#### Intermittent or Reduced Leave

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

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

#### Procedure History:

Promulgated on: 11/9/98

Reviewed on: 5/9/11

Revised on: 7/1/09, 5/9/11, 5/10/21

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**PERSONNEL**

Extended Medical Leave of Absence

An employee is eligible to take Extended Medical Leave of Absence if he/she has been employed for at least 12 months and is not eligible for leave under the provisions of the Family Medical Leave Act of 1993.

Employees will be required to use appropriate paid leave while on Extended Medical Leave of Absence. Workers' Compensation absences will be designated Extended Medical Leave of Absence.

The Board has determined that the 12-month period during which an employee may take extended medical leave of absence is: Beginning July 1<sup>st</sup> and ending June 20<sup>th</sup> of the next year.

At the discretion of the Superintendent, medical certification may be required to determine initial or continued eligibility as well as fitness for duty under this policy.

Long-Term Illness/Temporary Disability Leave

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

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

Advance Notice

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

Requests

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

### Medical Certification

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

### Intermittent/Reduced Leave

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

### Insurance

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

### Return

Upon return from Extended Medical Leave of Absence reasonable effort shall be made to place the employee in his/her original or equivalent position with equivalent pay, benefits, and other employment terms.

### Record Keeping

Employees, supervisors, and building administrators will forward requests, forms and 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 employees Extended Medical of Absence entitlement.

### Policy History:

Adopted on: 6/12/00

Revised on: 8/23/00, 7/01/09, 3/9/20

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Long-Term Illness/Temporary Disability

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

When any illness or temporarily disabling condition is “prolonged,” an employee will be asked by the administration to produce a written statement from a physician, stating that the employee is temporarily disabled and is unable to perform the duties of his/her position until such a time.

In the case of any-extended illness, procedures for assessing the probable duration of the temporary disability will vary. The number of days of leave will vary according to different conditions, individual needs, and the assessment of individual physicians. Normally, however, the employee should expect to return on the date indicated by the physician, unless complications develop which are further certified by a physician.

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

Procedure History:

Promulgated on: 3/9/20

Reviewed on:

Revised on:

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**CLASSIFIED & ADMINISTRATIVE PERSONNEL SICK LEAVE BANK**

A sick leave bank, administered by the district, is available to all classified employees and district administrators. Individual participation is voluntary and initiated by an irrevocable one (1) day contribution from an employees personal account if that employee elects this option. An employee covered by the policy is eligible to utilize and contribute to this sick leave bank on the first anniversary date of his/her initial hiral in the Sidney School District. An employee who chooses not to participate in the sick leave bank on his/her first anniversary date forever forfeits the opportunity for membership in the sick leave bank. Membership is maintained as long as the employee remains employed by the Sidney School District and makes any necessary additional contributions to maintain the banks minimum level. A minimum level of 200 hours is required to maintain the bank.

Upon exhaustion of all annual leave and individual sick leave, a member employee may apply to the Superintendent for approval to use up to twelve (12) days of sick leave from the bank in any one school year. The application for use of sick leave bank days shall be in writing and include an explanation of need.

For purposes of this policy a day is defined as the number of hours regularly worked on a daily basis by the employee as stipulated on the Notice of Re-hire.

**Policy History:**

Adopted on: 6/12/00

Revised on: 8/23/00

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## Sidney School District

### PERSONNEL

5331

#### Insurance Benefits for Employees

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

1. Classified employees who work 40 hours per week will be eligible for the group health, dental and life insurance benefit.
2. An employee employed during the previous academic year who does not work during the summer shall be eligible to continue group health, dental and life insurance coverage during the summer months. For certified personnel the district will pay the portion of the premium required by the collective bargaining agreement.

A classified employee who works less than 12 months shall have his/her premium paid for summer months in the same portion as existed during the academic year, provided the employee will be returning to the position for the ensuing school year.

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

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

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

#### Policy History:

Adopted on: 11/9/98

Revised on: 7/1/02, 7/1/05

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**Sidney School District**

**PERSONNEL**

5332

Maternity and Paternity Leave

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

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

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

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

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

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

Policy History:

Adopted on: 4/13/2020

Reviewed on:

Revised on:

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## Sidney School District

### PERSONNEL

5333

#### Holidays

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

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

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

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

In cases where one of the above holidays falls on Sunday, the following Monday shall not be a holiday. In those cases where one of the above holidays falls on Saturday, the preceding Friday shall not be a holiday.

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

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

#### Policy History:

Adopted on: 11/9/98

Revised on:

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**Sidney School District**

**PERSONNEL**

5334

Vacations

Policy and Objectives

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

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

Policy History:  
Adopted on: 11/9/98  
Revised on:

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**Sidney School District**

**PERSONNEL**

5334P

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Vacations

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

Vacation is earned according to the following schedule:

RATE-EARNED SCHEDULE

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

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

Maximum Accrual of Vacation Leave

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

Sick Leave Bank

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

Annual Pay-Out

The District may, in its sole discretion and/or subject to the terms of a collective bargaining

agreement, provide cash compensation in January of each year for unused vacation leave in lieu of the accumulation of vacation leave.

Lump-Sum Payment Upon Termination

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

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

Procedure History:

Promulgated on: 11/9/98

Revised on: 7/1/01, 7/1/05, 7/1/08, 7/1/09

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## Sidney School District

### PERSONNEL

5336

#### Compensatory Time and Overtime for Classified Employees

Non-exempt classified employees who work more than forty (40) hours in a given workweek may receive overtime pay of one and one-half (1½) times the normal hourly rate. The Superintendent or the employee's immediate supervisor must approve any overtime work of a classified employee.

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

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

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

#### Policy History:

Adopted on: 4/12/2010

Reviewed on:

Revised on:

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## Sidney School District

### PERSONNEL

5337

#### Workers' Compensation Benefits

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

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

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

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

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

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

Legal Reference:

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

Policy History:

Adopted on: 11/9/98

Revised on:

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## Sidney School District

### PERSONNEL

5338

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

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

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

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

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

#### Policy History:

Adopted on: 4/12/2010

Reviewed on:

Revised on:

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**Employer Payment Policy Form**

**II. Section 19-3-504, MCA**

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

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

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

NAME OF EMPLOYER: Sidney Public Schools

Signature of Officer: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title of Officer: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_.

Signature of Employee: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_.



**PERSONNEL**

5420

Paraprofessionals

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

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

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

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

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

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

Policy History:

Adopted on: 11/9/98

Reviewed on: 6/2/18

Revised on: 7/1/03, 7/1/15, 10/9/17

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**ESSA Qualification Notifications**

**ANNUAL NOTIFICATION - OPTION TO REQUEST PROFESSIONAL  
QUALIFICATIONS**

<b>TO:</b> _____ <i>Parent's Name</i>	<b>FROM</b> _____ <i>School Name</i>
<b>DATE</b> _____	<b>RE</b> _____ <i>Student's Name</i>
	<b>GRADE</b> _____

Dear Parent/Guardian,

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

If you would like to request this information, please contact \_\_\_\_\_ by phone at \_\_\_\_\_ or by e-mail at \_\_\_\_\_.

Sincerely, \_\_\_\_\_  
( Principal/designee)

**Policy Form History:**

Adopted on: 10/9/17

Reviewed on:

Revised on:

## Sidney School District

### PERSONNEL

5430

#### Volunteers

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

1. has not entered into an express or implied compensation agreement with the District;
2. is excluded from the definition of "employee" under the appropriate state and federal statutes;
3. may be paid expenses, reasonable benefits and/or nominal fees in some situations; and
4. is not employed by the District in the same or similar capacity for which he/she is volunteering (e.g. a teacher cannot volunteer to teach although he/she could volunteer to type or file), as prescribed by the Federal Fair Labor Standards Act.

District employees who work with volunteers shall clearly explain duties for supervising children in school, on the playground and on field trips; and an appropriate degree of training and/or supervision of each volunteer shall be administered commensurate with the responsibility undertaken. The Superintendent shall develop and implement procedures for the utilization of volunteers within the District.

Volunteers who are formally acting on behalf of and are assisting in school projects shall be covered by the District's liability insurance. This does not alleviate a volunteer, as is the case with an employee, from exercising appropriate judgment and responsibility in the discharge of all duties in accordance with the policies of the Board.

Volunteers who have unsupervised access to children are subject to the District's policy mandating background checks for certain individuals operating within the District.

Cross Reference: #5122 Criminal Background Investigations

#### Policy History:

Adopted on: 11/9/98

Revised on:

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5430F

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

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

Please initial next to each statement:

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_ The Volunteer understands that any violation of this agreement, district

policy or any local, state, federal or other applicable law can result in permanent termination of volunteer privileges and possible legal action.

\_\_\_\_\_ The Volunteer is 18 years of age or older.

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

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

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

\_\_\_\_\_  
DISTRICT REPRESENTATIVE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
VOLUNTEER SIGNATURE

\_\_\_\_\_  
DATE

## Sidney School District

### PERSONNEL

5440

#### Student Teachers/Interns

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

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

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

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

the student teacher shall submit to a criminal background check.

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

Cross Reference: 5122 Criminal Background Investigations

#### Policy History:

Adopted on: 11/9/98

Revised on:

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## **Sidney School District**

### **PERSONNEL**

5450

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

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

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

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

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

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

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

All District employees should be aware that e-mail messages can be retrieved, even if they have been deleted, and that statements made in e-mail communications can form the basis of various legal claims against the individual author or the District.

All e-mail/Internet records are considered District records and should be transmitted only to individuals who have a need to receive them. E-mail sent or received by the District or the District's employees may be considered a public record subject to public disclosure or inspection. All District e-mail and Internet communications may be monitored.

Policy History:

Adopted on: 11/9/98

Revised on: 7/01/08, 04/10/12, 6/6/22

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## Sidney School District

### PERSONNEL

5451

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#### District-Provided Access to Electronic Information, Services, and Networks

##### General

The District makes Internet access and interconnected computer systems available to District students and faculty. The District provides electronic networks, including access to the Internet, as part its instructional program and to promote educational excellence by facilitating resource sharing, innovation, and communication.

The District expects all school personnel to take responsibility for appropriate and lawful use of this access, including good behavior on-line. The District may withdraw access to its network and to the Internet when any misuse occurs.

##### Curriculum

Use of District electronic networks will be consistent with the curriculum adopted by the District, as well as with varied instructional needs, learning styles, abilities, and developmental levels of students, and will comply with selection criteria for instructional materials and library materials. Staff members may use the Internet throughout the curriculum, consistent with the District's educational goals.

##### Acceptable Uses

- Educational Purposes Only. All use of the District's electronic network must be: (1) in support of education and/or research, and in furtherance of the District's stated educational goals; or (2) for a legitimate school business purpose. Use is a privilege, not a right. Staff members have no expectation of privacy in any materials that are stored, transmitted, or received via the District's electronic network or District computers. The District reserves the right to monitor, inspect, copy, review, and store, at any time and without prior notice, any and all usage of the computer network and Internet access and any and all information transmitted or received in connection with such usage.
- Unacceptable Uses of Network. The following are considered unacceptable uses and constitute a violation of this policy:
  - A. Uses that violate the law or encourage others to violate the law, including but not limited to transmitting offensive or harassing messages; offering for sale or use any substance the possession or use of which is prohibited by policy; viewing, transmitting, or downloading pornographic materials or materials that encourage others to violate the law; intruding into

the networks or computers of others; and downloading or transmitting confidential, trade secret information, or copyrighted materials.

- B. Uses that cause harm to others or damage to their property, including but not limited to engaging in defamation (harming another's reputation by lies); employing another's password or some other user identifier that misleads message recipients into believing that someone other than you is communicating, or otherwise using his/her access to the network or the Internet; uploading a worm, virus, other harmful form of programming or vandalism; participating in "hacking" activities or any form of unauthorized access to other computers, networks, or other information.
- C. Uses that jeopardize the security of student and staff information and of the computer network or other networks on the Internet.
- D. Uses that are ongoing commercial transactions for personal profit are prohibited.

#### Warranties/Indemnification

The District makes no warranties of any kind, express or implied, in connection with its provision of access to and use of its computer networks and the Internet provided under this policy. The District is not responsible for any information that may be lost, damaged, or unavailable when using the network or for any information that is retrieved or transmitted via the Internet. The District will not be responsible for any unauthorized charges or fees resulting from access to the Internet. Any user is fully responsible to the District and will indemnify and hold the District, its trustees, administrators, teachers, and staff harmless from any and all loss, costs, claims, or damages resulting from such user's access to its computer network and the Internet, including but not limited to any fees or charges incurred through purchase of goods or services by a user. The District expects all staff to cooperate with the District in the event of its initiating an investigation of a user's use of access to its computer network and the Internet.

#### Violations

If a staff member violates this policy, the District will deny the staff member access or will withdraw access and may subject the staff member to additional discipline up to and including dismissal.

#### Policy History:

Adopted on: 06/24/10

Reviewed on:

Revised on:

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## STAFF INTERNET ACCESS CONDUCT AGREEMENT FORM

*Every staff member must read and sign below:*

I have read, understand, and agree to abide by the terms of the Sidney School District's policy regarding District-Provided Access to Electronic Information, Services, and Networks (Policy No. 5450, 5451, 5451P and 5630). Should I commit any violation or in any way misuse my access to the District's computer network and/or the Internet, I understand and agree that my access privilege may be revoked and school disciplinary action may be taken against me.

The following consent form must be signed by the staff person applying for an Internet Account. All applicants will be required to complete the unit of instruction provided by the District.

Please read the policies carefully and ask questions. When this form is signed by you it becomes a legally binding agreement.

### **Required Signature**

As an employee and user of the District's Internet, e-mail, and network facilities, I hereby agree to comply with guidelines as established in Board Policies:

- 5450 - Employee Electronic Mail and On-Line Services Usage,
- 5451 - District-Provided Access to Electronic Information, Services, and Networks,
- 5451P- Acceptable use of Electronic Networks, and
- 5630 – Employee Use of Cellular Phones and Other Electronic Devices.

Staff Member's Name (Print): \_\_\_\_\_ Date \_\_\_\_\_

Staff Member's Signature: \_\_\_\_\_

This agreement will be in effect for the duration of the employee's employment with the Sidney School District.

## Sidney School District

### 5451P PERSONNEL

#### Acceptable Use of Electronic Networks

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

#### Terms and Conditions

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

- k. Using the network for commercial advertising;
  - l. Accessing, submitting, posting, publishing, or displaying any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, harassing, or illegal material; and
  - m. Using the network while access privileges are suspended or revoked.
4. Network Etiquette – The user is expected to abide by the generally accepted rules of network etiquette. These include but are not limited to the following:
- a. Be polite. Do not become abusive in messages to others.
  - b. Use appropriate language. Do not swear or use vulgarities or any other inappropriate language.
  - c. Do not reveal personal information, including the addresses or telephone numbers, of students or colleagues.
  - d. Recognize that electronic mail (e-mail) is not private. People who operate the system have access to all mail. Messages relating to or in support of illegal activities may be reported to the authorities.
  - e. Do not use the network in any way that would disrupt its use by other users.
  - f. Consider all communications and information accessible via the network to be private property.
5. No Warranties – The District makes no warranties of any kind, whether expressed or implied, for the service it is providing. The District will not be responsible for any damages the user suffers. This includes loss of data resulting from delays, non-deliveries, missed deliveries, or service interruptions caused by its negligence or the user's errors or omissions. Use of any information obtained via the Internet is at the user's own risk. The District specifically denies any responsibility for the accuracy or quality of information obtained through its services.
6. Indemnification – The user agrees to indemnify the District for any losses, costs, or damages, including reasonable attorney fees, incurred by the District, relating to or arising out of any violation of these procedures.
7. Security – Network security is a high priority. If the user can identify a security problem on the Internet, the user must notify the system administrator or building principal. Do not demonstrate the problem to other users. Keep your account and password confidential. Do not use another individual's account without written permission from that individual. Attempts to log on to the Internet as a system administrator will result in cancellation of user privileges. Any user identified as a security risk may be denied access to the network.
8. Vandalism – Vandalism will result in cancellation of privileges, and other disciplinary action. Vandalism is defined as any malicious attempt to harm or destroy data of another

- user, the Internet, or any other network. This includes but is not limited to uploading or creation of computer viruses.
9. Telephone Charges – The District assumes no responsibility for any unauthorized charges or fees, including telephone charges, long-distance charges, per-minute surcharges, and/or equipment or line costs.
  10. Copyright Web Publishing Rules – Copyright law and District policy prohibit the republishing of text or graphics found on the Web or on District Websites or file servers, without explicit written permission.
    - a. For each republication (on a Website or file server) of a graphic or text file that was produced externally, there must be a notice at the bottom of the page crediting the original producer and noting how and when permission was granted. If possible, the notice should also include the Web address of the original source.
    - b. Students and staff engaged in producing Web pages must provide the District Technology Coordinator or the Designated Web Page Specialist with e-mail or hard copy permissions before the Web pages are published. Printed evidence of the status of “public domain” documents must be provided.
    - c. The absence of a copyright notice may not be interpreted as permission to copy the materials. Only the copyright owner may provide the permission. The manager of the Website displaying the material may not be considered a source of permission.
    - d. The “fair use” rules governing student reports in classrooms are less stringent and permit limited use of graphics and text.
    - e. Student work may be published if there is permission from both the parent/guardian and the student. The parent and student must complete an optional opt out form (acceptable use form) if they do not want work published.
  11. Use of Electronic Mail.
    - a. The District’s electronic mail system and its constituent software, hardware, and data files are owned and controlled by the District. The District provides e-mail to aid students and staff members in fulfilling their duties and responsibilities and as an education tool.
    - b. The District reserves the right to access and disclose the contents of any account on its system without prior notice or permission from the account’s user. Unauthorized access by any student or staff member to an electronic mail account is strictly prohibited.
    - c. Each person should use the same degree of care in drafting an electronic mail message as would be put into a written memorandum or document. Nothing should be transmitted in an e-mail message that would be inappropriate in a letter or memorandum.

- d. Electronic messages transmitted via the District's Internet gateway carry with them an identification of the user's Internet "domain." This domain name is a registered domain name and identifies the author as being with the District. Great care should be taken, therefore, in the composition of such messages and how such messages might reflect on the name and reputation of this District. Users will be held personally responsible for the content of any and all electronic mail messages transmitted to external recipients.
- e. Any message received from an unknown sender via the Internet should either be immediately deleted or forwarded to the system administrator. Downloading any file attached to any Internet-based message is prohibited, unless the user is certain of that message's authenticity and the nature of the file so transmitted.
- f. Use of the District's electronic mail system constitutes consent to these regulations.

### Internet Safety

1. Internet access is limited to only those "acceptable uses," as detailed in these procedures. Internet safety is almost assured if users will not engage in "unacceptable uses," as detailed in these procedures, and will otherwise follow these procedures.
2. Staff members shall supervise students while students are using District Internet access, to ensure that the students abide by the Terms and Conditions for Internet access, as contained in these procedures.
3. Each District computer with Internet access has a filtering device that blocks entry to visual depictions that are: (1) obscene; (2) pornographic; or (3) harmful or inappropriate for students, as defined by the Children's Internet Protection Act and determined by the Superintendent or designee.
4. The system administrator and building principals shall monitor student Internet access.

Legal Reference: Children's Internet Protection Act, P.L. 106-554  
 20 U.S.C. § 6801, et seq. Language instruction for limited English proficient and immigrant students  
 47 U.S.C. § 254(h) and (l) Universal service

### Procedure History:

Promulgated on: 06/24/2010

Reviewed on:

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Electronic Resources and Social Networking

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

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

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

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

While not expressly permitted or forbidden, except for school related reasons and emergencies, the following forms of technology based interactivity or connectivity are discouraged:

- Sharing personal landline or cell phone numbers with students for non-educational purposes;
- Text messaging students for non-educational purposes;
- Emailing students other than through and to school controlled and monitored accounts;
- Soliciting students as friends or contact on social networking sites for non-educational purposes;
- Accepting the solicitation of students as friends or contacts on personal social networking sites for non-educational purposes;
- Posting of any private or confidential school district material;
- Posting of any school district data, documents, photographs, logos, or other district owned or created information on any website without District Administrative permission;
- Creation of administratively approved and sanctioned "groups" on social networking sites that permit the broadcast of information without granting students access to staff member's personal information;
- Sharing with student's access information to personal websites or other media through which the staff member would share personal information and occurrences.



Accessing social networking websites for individual use during school hours is prohibited, unless asked to do so by administration. Except in an emergency situation, staff shall not access social networking sites using district equipment or personal equipment, including during breaks of preparation periods. All school district employees who participate in social networking websites, shall not post any school district data, documents, photographs, logos or other district owned or created information on any website. Further, the posting of any private or confidential school district material on such websites is strictly prohibited.

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

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

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

Policy History:

Adopted on: 4/8/2013

Reviewed on: 3/2/2013

Revised on: 4/8/19

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Payment of Wages Upon Termination

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

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

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

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

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

Policy History:

Adopted on: 7/1/07

Revised on: 04/10/2012, 4/8/19

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## PERSONNEL

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HIPAA*Note:*

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

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

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

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

**The HIPAA Privacy Rule**

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

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

Under the HIPAA Privacy Rule:

1. Individuals have a right to access and copy their health record to the extent allowed by HIPAA.

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

### Compliance

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

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

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

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

The District has reviewed how PHI is used and disclosed by the plan and has limited disclosure

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

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

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

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

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

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

- The District has implemented policies and procedures to designate who has and who does not have authorized access to PHI.
- Documents containing PHI are kept in a restricted/locked area.
- Computer files with PHI are password protected and have firewalls making unauthorized access difficult.
- Copies of PHI will be destroyed when information is no longer needed, unless it is required by law to be retained for a specified period of time.

- The District will act promptly to take reasonable measures to mitigate any harmful effects known to the group health plan, due to a use or disclosure of PHI in violation of the plan's policies, procedures, or requirements of the HIPAA Privacy Rule.
- The District will appropriately discipline employees who violate the District's group health plan's policies, procedures, or the HIPAA Privacy Rule, up to and including termination of employment if warranted by the circumstances.

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

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

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

### Complaints

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

Nicole Beyer  
District Clerk  
Sidney Public Schools  
Sidney, Montana 59270

Legal Reference: 45 C.F.R. Parts 160, 162, 164

### Policy History:

Adopted on: 7/1/04

Reviewed on: 6/2/15

Revised on: 7/1/15

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Employee Use of Cellular Phones and Other Electronic Devices

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

District-owned cellular telephones and other devices will be used primarily for authorized District business purposes.

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

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

**Emergency Use**

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

**Use of Personal Cell Phones and Communication Devices**

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

Policy History:

Adopted on: 4/12/2010

Reviewed on:

Revised on:

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