

## POTOMAC ELEMENTARY

**R = required**

### 5000 SERIES PERSONNEL

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POTOMAC ELEMENTARY

Adopted on: 03/14/11

Reviewed on:

Revised on:

5000

PERSONNEL

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Board Goal/Personnel

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

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

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

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

POTOMAC ELEMENTARY

Adopted on: 03/14/11

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Revised on:

5002 - R

PERSONNEL

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Accommodating Individuals with Disabilities

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 administrator 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.

An individual with a disability should notify the administrator 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.

POTOMAC ELEMENTARY

Adopted on: 03/14/11

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5010 - R

PERSONNEL

Equal Employment Opportunity and Non-Discrimination

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

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

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

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

Cross Reference: 1700 Uniform Complaint Procedure

Legal Reference: Age Discrimination in Employment Act, 29 U.S.C. §§ 621, *et seq.*  
Americans with Disabilities Act, Title I, 42 U.S.C. §§ 12111, *et seq.*  
Equal Pay Act, 29 U.S.C. § 206(d)  
Immigration Reform and Control Act, 8 U.S.C. §§ 1324(a), *et seq.*  
Rehabilitation Act of 1973, 29 U.S.C. §§ 791, *et seq.*  
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  
§ 49-3-102, MCA What local governmental units affected

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5012 - R

PERSONNEL

Sexual Harassment/Sexual Intimidation in the Workplace

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

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

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment;
- Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting that individual; or
- Such conduct has the purpose or effect of substantially interfering with the individual’s work performance or creating an intimidating, hostile, or offensive work environment.

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

A violation of this policy may result in disciplinary action, up to and including termination of employment. Any person who knowingly makes false accusation regarding sexual harassment will likewise be subject to disciplinary action, up to and including ~~discharge~~ **termination of employment**.

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

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

Cross Reference: 1700 Uniform Complaint Procedure

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

POTOMAC ELEMENTARY

Adopted on: 03/14/11

Reviewed on:

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5015

PERSONNEL

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

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4 has been a victim of harassment, intimidation, or bullying in violation of this policy is  
5 encouraged to immediately report his/her concerns to the Title IX coordinator or Principal, who  
6 have overall responsibility for such investigations. Complaints against the Principal shall be  
7 filed with the Board.

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

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12 Responsibilities

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

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18 Consequences

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

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25 Retaliation and Reprisal

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

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35 Legal Reference:      Admin. R. Mont. 10.55.701(3)(g)      Board of Trustees  
36                              Admin. R. Mont. 10.55.801(1)(d)      School Climate  
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POTOMAC ELEMENTARY

Adopted on: 03/14/11

Reviewed on:

5120

PERSONNEL

Revised on:

Hiring Process and Criteria

The Principal 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 ~~highly qualified~~ 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 Principal 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.

~~Every newly hired employee must provide the District documentation of the results of a tuberculin skin test done within the year prior to initial employment, along with the name of the tester and the date and type of test administered, unless the person provides written medical documentation that he/she is a known tuberculin reactor.~~

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 office will record all certificates, noting class and endorsement of certificates, and will update permanent records as necessary. The office 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  
No Child Left Behind Act of 2001 (P.L. 107-110)  
Admin. R. Mont. 37.114.1010 Employee of School: Day Care Facility Care Provider

POTOMAC ELEMENTARY

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Reviewed on:

5121

PERSONNEL

Revised on:

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

POTOMAC ELEMENTARY

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5122

PERSONNEL

Revised on:

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 Board, shall submit to a name-based and fingerprint criminal background investigation conducted by the appropriate law enforcement agency prior to consideration of the recommendation for employment or appointment by the Board. Any subsequent offer of employment or appointment will be contingent on results of the fingerprint criminal background check, which must be acceptable to the Board, in its sole discretion.

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 Board, 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.

Legal Reference:	§ 44-5-301, MCA	Dissemination of public criminal justice information
	§ 44-5-302, MCA	Dissemination of criminal history record information that is not public criminal justice information
	§ 44-5-303, MCA	Dissemination of confidential criminal justice information – procedure for dissemination through court
	Admin. R. Mont. 10.55.716	Substitute Teachers
	Public Law 105-251,	Volunteers for Children Act

1 **APPLICATION AND NOTICE PURSUANT TO THE NATIONAL CHILD PROTECTION ACT OF**  
2 **1993 AS AMENDED BY THE VOLUNTEERS FOR CHILDREN ACT** 5122F  
3

4 To Whom It May Concern:

5  
6 You have applied for employment with, will be working in a volunteer position with, or will be providing  
7 vendor or contractor services to Potomac School District (the District) for the position of (please be specific)  
8 \_\_\_\_\_.

9  
10 The National Child Protection Act of 1993 (NCPA), Public Law (Pub. L.) 103-209, as amended by the  
11 Volunteers for Children Act (VCA), Pub. L. 105-251 (Sections 221 and 222 of Crime Identification  
12 Technology Act of 1998), codified at 42 United States Code (U.S.C.) Sections 5119a and 5119c, authorizes a  
13 state and national criminal history background check to determine the fitness of an employee, or volunteer, or a  
14 person with unsupervised access to children, the elderly, or individuals with disabilities.  
15

16 Pursuant to the VCA, the district (a) to which you have applied for employment or to serve as a volunteer, or  
17 (b) by which you are employed or serve as a volunteer requests a background check. Your rights and  
18 responsibilities under the VCA are as follows:  
19

- 20 1. Provide a set of fingerprints. These fingerprints will be used to conduct a search of FBI criminal  
21 history records. The district conducting this background check may use the resulting record only for  
22 the authorized purpose(s) and will not retain or disseminate it in violation of federal statute,  
23 regulation, or executive order, or rule, procedure, or standard established by the National Crime  
24 Prevention and Privacy Compact Council. 5 U.S.C. 552a(b); 28 U.S.C. 534(b); 42 U.S.C. 14616,  
25 Article IV(c); 28 CFR 20.21(c), 20.33(d) and 906.2(d).  
26
- 27 2. Provide your name, address, and date of birth, as appears on a document made or issued by or under  
28 the authority of the United States Government, a State, political subdivision of a State, a foreign  
29 government, a political subdivision of a foreign government, an international governmental or an  
30 international quasi-governmental organization which, when completed with information concerning a  
31 particular individual, is of a type intended or commonly accepted for the purpose of identification of  
32 individuals. 18 U.S.C. §1028(D)(2).  
33
- 34 3. Provide a certification that you (a) have not been convicted of a crime, (b) are not under indictment for  
35 a crime, or (c) have been convicted of a crime. If you are under indictment or have been convicted of  
36 a crime, you must describe the crime and the particulars of the conviction, if any.  
37
- 38 4. You are entitled to (a) obtain a copy of the background check report and (b) challenge the accuracy  
39 and completeness of any information contained in any such report and obtain a prompt determination  
40 as to the validity of such challenge before a final determination is made by the state government  
41 agency performing the background check. If district policy permits, its officials may provide you with  
42 a copy of your FBI criminal history record for review and possible challenge. If the district policy  
43 does not permit it to provide you a copy of the record, you may obtain a copy of the record by  
44 submitting fingerprints and a fee to the FBI. Information regarding this process may be obtained at  
45 <http://www.fbi.gov/about-us/cjis/background-checks> or by contacting Montana Criminal Records and  
46 Identification Services at PO Box 201403, Helena MT 59620. 28 CFR, 16.30 through 16.34.  
47
- 48 5. Prior to the completion of the background check, the district may choose to deny you unsupervised  
49 access to a person to whom the district provides care.  
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51 The Principal shall access and review State and Federal criminal history records and shall make reasonable  
52 efforts to make a determination whether you have been convicted of, or are under pending indictment for, a



Potomac Elementary

Adopted on:  
Reviewed on:  
Revised on:

5125

PERSONNEL

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

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4 public body, or because an employee is requested by a public body to participate in an investigation,  
5 hearing or inquiry held by that public body, or a court action. Further, the Board or its agents will not  
6 discharge, discipline or otherwise penalize any employee because the employee, or a person acting on  
7 his/her behalf, reports, verbally or in writing, to a public body, as defined in the statutes, concerning  
8 unethical practices, mismanagement or abuse of authority by the employer. This section does not apply  
9 when an employee knowingly makes a false report.

10 The District will exercise reasonable efforts to:

- 11
- 12 • investigate any complaints of retaliation or interference made by whistle blowers;
  - 13 • take immediate steps to stop any alleged retaliation; and
  - 14 • discipline any person associated with the District found to have retaliated against or interfered  
15 with a whistle blower.
- 16

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

20  
21 The Board shall make this policy available to its staff by posting it on its website with its other District  
22 policies.

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

Adopted on: 03/14/11

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5130

PERSONNEL

Staff Health

Medical Examinations

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

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

Physical Examinations

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

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

Communicable Diseases

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



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4 An employee with a communicable disease shall not report to work during the period of time in  
5 which the employee is infectious. An employee afflicted with a communicable disease capable of  
6 being readily transmitted in the school setting (e.g., airborne transmission of tuberculosis) shall  
7 be encouraged to report the existence of the illness so that precautions may be taken to protect  
8 the health of others. The District reserves the right to require a statement from an employee's  
9 primary care provider, before the employee may return to work.  
10

11 Confidentiality  
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13 In all instances, District personnel will respect an individual's right to privacy and treat any  
14 medical diagnosis as confidential information. Any information obtained regarding the medical  
15 condition or history of any employee will be collected and maintained on separate forms and in  
16 separate medical files and will be treated as confidential information. Only those individuals with  
17 a legitimate need to know (i.e., those persons with a direct responsibility for the care of or for  
18 determining workplace accommodation for the staff person) will be provided necessary medical  
19 information.  
20

21 Supervisors and managers may be informed of necessary restrictions on the work or duties of an  
22 employee and necessary accommodations. First aid and safety personnel may be informed,  
23 when appropriate, if a staff member with a disability might require emergency treatment.  
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27 Legal Reference:	29 U.S.C. § 794, <i>et seq.</i>	Section 504 of the Rehabilitation Act
	42 U.S.C. § 12101, <i>et seq.</i>	Americans with Disabilities Act
	29 CFR, Part 1630.14(c)	Examination of employees
	Title 49, Chapter 2, MCA	Illegal Discrimination
	Title 49, Chapter 4, MCA	Rights of Persons With Disabilities
	§ 20-10-103(4), MCA	School bus driver qualifications
	Admin. R. Mont. 37.114.1010	Employee of School: Day Care
		Facility Care Provider
	Admin. R. Mont. 37.111.825	Health Supervision and Maintenance

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POTOMAC ELEMENTARY

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5140

PERSONNEL

Revised on:

Classified Employment and Assignment

Each classified employee will be employed under a written contract of a specified term, of a beginning and ending date, within the meaning of § 39-2-912, MCA, after the employee has satisfied the requisite probationary period of one-hundred and eighty (180) days. **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.** Should the employee satisfy the probationary period, such employee shall have no expectation of continued employment beyond the current contract term.

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

The Board will determine salary and wages for classified personnel.

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.

POTOMAC ELEMENTARY

Adopted on: 3/14/11

Reviewed on:

Revised on:

5210

PERSONNEL

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Assignments, Reassignments, Transfers

The Principal 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 right of assignment, reassignment, and transfer shall remain that of the District. ~~Written notice of a reassignment or involuntary transfer shall be given to the employee. Opportunity shall be given for the staff member to discuss the proposed transfer or reassignment with the administrator or designee.~~

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 **certified** vacancies, promotions, and voluntary or involuntary transfers are found in negotiated agreement. Final placement of any employee will be made by the Principal.

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

POTOMAC ELEMENTARY

Adopted on: 03/14/11

Reviewed on:

Revised on:

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PERSONNEL

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Classified Personnel – Supervision of

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

Under the direction of the Principal, 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.

POTOMAC ELEMENTARY

Adopted on:  
Reviewed on:  
Revised on:

5220

PERSONNEL

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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

POTOMAC ELEMENTARY

Adopted on: 03/14/11

Reviewed on:

5221

PERSONNEL

Revised on:

Work Day

Length of Work Day - Certified Staff

The current collective bargaining agreement sets forth all conditions pertaining to the certified work day, preparation periods, lunches, etc. Arrival time shall generally be one-half (1/2) hour before classes begin, or as directed by the administrator.

Length of Work Day - Classified Staff

The length of a work day and work week for classified staff is governed by the current classified collective bargaining agreement and each individual employee contract. Supervisors will establish schedules. Normal office hours in the District will be 8:00 a.m. to 4:00 p.m.

Breaks

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

Legal Reference:	29 U.S.C. §§ 201 to 219	Fair Labor Standards Act of 1985
	29 C.F.R. Part 516, <i>et seq.</i>	Records to be kept by employers
	§ 39-3-405, MCA	Overtime compensation
	§ 39-4-107, MCA	State and municipal governments, 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
	<b><u>Admin. R. Mont. 24.16.1006</u></b>	<b><u>Rest and Meal Periods</u></b>

POTOMAC ELEMENTARY

Adopted on: 03/14/11

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9 Evaluation of Non-Administrative Staff

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11 Each non-administrative staff member's job performance will be evaluated by the Principal.  
12 Non-tenured certified staff shall be evaluated, at a minimum, on at least an annual basis.  
13 Certified and classified staff members may be evaluated according to the terms stated in the  
14 current collective bargaining agreement.

15  
16 The evaluation model shall be aligned with applicable district goals, standards of the Board of  
17 Public Education, and the district's mentorship and induction program. It shall identify what  
18 skill sets are to be evaluated, include both summative and formative elements, and include an  
19 assessment of the educator's effectiveness in supporting every student in meeting rigorous  
20 learning goals through the performance of the educator's duties.

21  
22 The Principal will provide a copy of the completed evaluation to the staff member and will  
23 provide opportunity to discuss the evaluation. The original should be signed by the staff member  
24 and filed with the Principal. If the staff member refuses to sign the evaluation, the Principal  
25 should note the refusal.

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

Adopted on: 03/14/11

Reviewed on:

Revised on:

5223

PERSONNEL

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Personal Conduct

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

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.

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.

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

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



POTOMAC ELEMENTARY

Adopted on:  
Reviewed on:  
Revised on:

5224

PERSONNEL

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Political Activity

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

POTOMAC ELEMENTARY

Adopted on: 03/14/11

Reviewed on:

Revised on:

5226

PERSONNEL

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.

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4 District Action Upon Violation of Policy  
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6 An employee who violates this policy may be subject to disciplinary action; up to and including  
7 termination of employment. Alternatively, the Board may require an employee to successfully  
8 complete an appropriate drug- or alcohol-abuse, employee-assistance rehabilitation program.  
9

10 The Board will take disciplinary action with respect to an employee convicted of a drug offense  
11 in the workplace, within thirty (30) days of receiving notice of a conviction.  
12

13 Should District employees be engaged in the performance of work under a federal contract or  
14 grant, or under a state contract or grant, the Principal will notify the appropriate state or federal  
15 agency from which the District receives contract or grant moneys of an employee's conviction,  
16 within ten (10) days after receiving notice of the conviction.  
17  
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20 Legal Reference: 41 U.S.C. §§ 702, 703, 706 Drug-free workplace requirements for  
21 Federal grant recipients  
22 *Johnson v. Columbia Falls Aluminum Company LLC*, 2009 MT 108N.  
23 Senate Bill 423, Section II Limitations of Medical Marijuana Act  
24  
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POTOMAC ELEMENTARY

Adopted on: 03/14/11

Reviewed on:

Revised on:

5228 - R

PERSONNEL

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Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers

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

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

Legal Reference: 49 U.S.C. §§ 45101, *et seq.* Alcohol and Controlled Substances Testing (Omnibus Transportation Employee Testing Act of 1991)

49 C.F.R. Parts 40 (Procedures for Transportation Workplace Drug and Alcohol Testing Programs), 382 (Controlled substance and alcohol use and testing), and 395 (Hours of service of drivers)

POTOMAC ELEMENTARY

Adopted on: 03/14/11

Reviewed on:

Revised on:

5228P - R

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:

- Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved loss of human life; or
- Who receives a citation under state or local law, for a moving traffic violation arising from the accident.

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4 Drivers shall make themselves readily available for testing, absent the need for immediate  
5 medical attention.

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

9  
10 If an alcohol test is not administered within two (2) hours or if a drug test is not administered  
11 within thirty-two (32) hours, the District shall prepare and maintain records explaining why the  
12 test was not conducted. Tests will not be given if not administered within eight (8) hours after  
13 the accident for alcohol or within thirty-two (32) hours for drugs.

14  
15 Tests conducted by authorized federal, state, or local officials will fulfill post-accident testing  
16 requirements, provided they conform to applicable legal requirements and are obtained by the  
17 District. Breath tests will validate only the alcohol test and cannot be used to fulfill controlled  
18 substance testing obligations.

#### 19 20 Random Tests

21  
22 Tests shall be conducted on a random basis at unannounced times throughout the year. Tests for  
23 alcohol shall be conducted just before, during, or just after the performance of safety-sensitive  
24 functions. The number of random alcohol tests annually must equal twenty-five percent (25%)  
25 of the average number of driver positions. The number of random drug tests annually must equal  
26 fifty percent (50%) of the average number of driver positions. Drivers shall be selected by a  
27 scientifically valid random process, and each driver shall have an equal chance of being tested  
28 each time selections are made.

#### 29 30 Reasonable Suspicion Tests

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

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

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

#### 8 9 Enforcement

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

13  
14 Drivers who test positive for alcohol or drugs shall be subject to disciplinary action up to and  
15 including termination of employment.

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

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

#### 30 31 Return-to-Duty Tests

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

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

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

#### 42 43 Follow-Up Tests

44  
45 A driver who violates the District's drug or alcohol prohibition and is subsequently identified by  
46 a substance abuse professional as needing assistance in resolving a drug or alcohol problem shall

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4 be subject to unannounced follow-up testing as directed by the substance abuse professional in  
5 accordance with law. Follow-up alcohol testing shall be conducted just before, during, or just  
6 after the time when the driver is performing safety-sensitive functions.

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

15  
16 Notifications  
17

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

- 22  
23 1. The person designated by the District to answer driver questions about the materials;  
24  
25 2. The categories of drivers who are subject to the Code of Federal Regulations, Title 49,  
26 Part 382;  
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28 3. Sufficient information about the safety-sensitive functions performed by drivers to make  
29 clear what period of the work day the driver is required to comply with Part 382;  
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31 4. Specific information concerning driver conduct that is prohibited by Part 382;  
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33 5. The circumstances under which a driver will be tested for drugs and/or alcohol under Part  
34 382;  
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36 6. The procedures that will be used to test for the presence of drugs and alcohol, protect the  
37 driver and the integrity of the testing processes, safeguard the validity of test results, and  
38 ensure that test results are attributed to the correct driver;  
39  
40 7. The requirement that a driver submit to drug and alcohol tests administered in accordance  
41 with Part 382;  
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43 8. An explanation of what constitutes a refusal to submit to a drug or alcohol test and the  
44 attendant consequences;  
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- 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.

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.

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

POTOMAC ELEMENTARY

Adopted on: 03/14/11

Reviewed on:

Revised on:

5230

PERSONNEL

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Prevention of Disease Transmission

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

The Principal 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 all 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.

POTOMAC ELEMENTARY

Adopted on: 03/14/11

Reviewed on:

Revised on:

5231

PERSONNEL

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Personnel Records

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

~~In addition to the Principal 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~~ **may** release information regarding the professional qualifications, degrees **and experience** 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.**  
**§ 2-6-1001, MCA Definitions**

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POTOMAC ELEMENTARY

Adopted on: 03/14/11

Reviewed on:

Revised on:

5231P

PERSONNEL

Personnel Records

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

Contents of Personnel Files

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

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

~~Disposition of Personnel Files~~

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

~~Record-Keeping Requirements Under the Fair Labor Standards Act~~

~~1. Records required for ALL employees:~~

~~A. Name in full (same name as used for Social Security);~~

~~B. Employee’s home address, including zip code;~~

- ~~C. Date of birth if under the age of nineteen (19);~~
- ~~D. Sex (may be indicated with Male/Female, M/F, Mr./Mrs./Miss/Ms.);~~
- ~~E. Time of day and day of week on which the employee's workweek begins;~~
- ~~F. Basis on which wages are paid (such as \$5/hour, \$200/week, etc.);~~
- ~~G. Any payment made which is not counted as part of the "regular rate";~~
- ~~H. Total wages paid each pay period;~~
- ~~I. Occupation~~

~~2. Additional records required for non-exempt employees:~~

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

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

~~Legal Reference: 29 USC §§ 201, et seq. Fair Labor Standards Act~~  
~~§§ 2-6-101, et seq., MCA Public Records Generally~~  
~~Admin. R. Mont. 24.9.805 Employment Records~~  
~~**29 C.F.R. Part 516 Records to be kept by employers**~~

POTOMAC ELEMENTARY

Adopted on: 03/14/11

Reviewed on:

Revised on:

5232

PERSONNEL

Abused and Neglected Child Reporting

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

**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 or neglected by anyone regardless of whether the person suspected of causing the abuse or neglect is a parent or other person responsible for the child's welfare, they shall report the matter promptly to the department of public health and human services. 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 or neglect to 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 DPHHS may share information with that individual or others as stated in 41-3-201(5). Individuals who receive information pursuant to the above named subsection (5) shall maintain the confidentiality of the information as required in 41-3-205.**

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

POTOMAC ELEMENTARY

Adopted on: 03/14/11

Reviewed on:

Revised on:

5232F

PERSONNEL

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

Original to: Department of Public Health and Human Services

Copy to: Principal

From: Title:

School: Phone:

Persons contacted: Principal Teacher School Nurse Other

Name of Minor: Date of Birth:

Address: Phone:

Date of Report: Attendance Pattern:

Father: Address: Phone:

Mother: Address: Phone:

Guardian or Stepparent: Address: Phone:

Any suspicion of injury/neglect to other family members:

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

Previous action taken, if any:

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

Date Received: Date of Investigation:

POTOMAC ELEMENTARY

Adopted on: 03/14/11

Reviewed on:

5240-R

PERSONNEL

Revised on:

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 supervisor.~~

~~The District will endeavor to promote fair and honest treatment of all employees. Employees are 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~~



POTOMAC ELEMENTARY

Adopted on: 03/14/11

Reviewed on:

Revised on:

5251

PERSONNEL

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Resignations

The Board authorizes the Principal to accept on its behalf resignations from any District employee. The Principal 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 Principal has accepted the resignation, it may not be withdrawn by the employee. The resignation and its acceptance should be reported as information to the Board at the next regular or special meeting.

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

POTOMAC ELEMENTARY

Adopted on: 03/14/11

Reviewed on:

Revised on:

5253

PERSONNEL

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Retirement Programs for Employees

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

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

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

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

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

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

POTOMAC ELEMENTARY

Adopted on: 03/14/11

Reviewed on:

Revised on:

5254

PERSONNEL

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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.

The District has opted to not pay the employer's contributions due on previous service, therefore, the employee shall pay the amount not paid by the employer in order to receive service credit and membership service for the period of employment.

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

POTOMAC ELEMENTARY

Adopted on: 03/14/11

Reviewed on:

Revised on:

5254F

PERSONNEL

I. Section 19-3-505, MCA

Payment of Employer Contributions and Interest on Previous Service

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

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

and to:

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

II. Section 19-3-504, MCA

Payment of Interest on Employer Contributions for Workers' Compensation Time

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

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

NAME OF EMPLOYER \_\_\_\_\_

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

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

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

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

POTOMAC ELEMENTARY

Adopted on: 03/14/11

Reviewed on:

5255

PERSONNEL

Revised on:

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 Principal 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.~~

**Discipline will be reasonably appropriate to the circumstance and will include but not be limited to a supervisor’s right to reprimand an employee and the Superintendent or building principal’s right to suspend an employee, without pay, or to impose other appropriate disciplinary sanctions. Disciplinary sanctions, including all forms of reprimands, will be documented and placed in the employees personnel file accordance with Policy 5231. In accordance with Montana law, only the Board may terminate an employee or non-renew employment.**

The Principal is authorized to immediately suspend a staff member, **with pay, in a non-disciplinary manner.**

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

POTOMAC ELEMENTARY

Adopted on: 03/14/11

Reviewed on:

Revised on:

5256

PERSONNEL

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Reduction in Force

The Board has exclusive authority to determine the appropriate number of employees. A reduction in certified 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 certified employees, other than administrators, will generally be accomplished through normal attrition when possible. The Board may terminate certified employees, if normal attrition does not meet the required reduction in force.

The Board shall use a seniority list to determine the order of dismissal if it reduces classified staff or discontinues some type of educational service. The seniority list, categorized by positions, shall show the length of continuing service of each full-time classified staff member. The employee with the shorter length of continuing service in their respective category of position shall be dismissed first.

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

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

POTOMAC ELEMENTARY

Adopted on: 03/14/11

Reviewed on:

Revised on:

5314

PERSONNEL

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Substitutes

**The Board will regularly approve a list of acceptable substitutes that meet the guidelines as prescribed in this policy. Appearance on the substitute list does not guarantee employment.**

The Board authorizes the use of substitute teachers as necessary to replace teachers who are temporarily absent. The Principal shall have final approval for any substitute arranged for by a teacher or secretary. **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.

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.

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

POTOMAC ELEMENTARY

Adopted on: 03/14/11

Reviewed on:

Revised on:

5321

PERSONNEL

Leaves of Absence

Sick and Bereavement Leave

Certified employees will be granted ~~sick leave~~ **leaves** according to terms of ~~their teaching contract~~ **the current collective bargaining agreement.**

Classified employees will be granted sick **and bereavement leave benefits according to the terms of the current classified collective bargaining agreement.** ~~For classified staff, "sick leave" is defined as a leave of absence, with pay, for a sickness suffered by an employee or an employee's immediate family. "Immediate family" shall mean the employee's spouse and children residing in the employee's household. The time that an employee is unable to perform job duties because of:~~

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

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

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

~~An employee who has suffered a death in the immediate family will be eligible for bereavement leave. Bereavement leave must be approved by the Board. Such leave will not exceed three (3) months unless prescribed by a physician.~~

Personal Leave

~~Teachers will be granted personal and emergency leave according to terms of the current collective bargaining agreement. In accordance with law and District policy, Classified staff may be granted personal leave pursuant to the following conditions:~~



1. Leave will be without pay unless otherwise stated. If leave is to include expenses payable by the District, leave approval will so state.
2. Leave will be granted only in units of half (½) or full days.
3. Notice of at least one (1) week is required for any personal leave of less than one (1) week; notice of one (1) month is required for any personal leave exceeding one (1) week.
4. The Board may grant personal leave to employees not covered by sick or annual leave. The employee will not receive fringe benefits during any personal leave of greater than fifteen (15) days. During the leave, the employee may pay the District’s share of any insurance benefit program in order to maintain those benefits, provided that is acceptable to the insurance carrier. Staff using personal leave will not earn any sick leave or annual leave credits or any other benefits during the approved leave of absence.

Civic Duty Leave

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

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

Association Leave

The District may grant leaves, subject to the recommendation of the Principal and approval by the Board, to employees for the purpose of attending meetings or conferences that will increase the employee’s knowledge or skills for the job. These leaves may be with or without pay, at the discretion of the Principal. Travel expenses may be reimbursed at the discretion of the Board, and recommendations from the Principal.

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

POTOMAC ELEMENTARY

Adopted on: 03/14/11

Reviewed on:

Revised on:

5321P

PERSONNEL

Conditions for Use of Leave

Certified and classified staff may use sick leave for those instances listed in their current collective bargaining agreement. ~~Classified staff may use sick leave for illness; injury; medical disability; maternity-related disability, including prenatal care, birth, miscarriage, or abortion; quarantine resulting from exposure to contagious disease; medical, dental, or eye examination or treatment; necessary care of or attendance to an immediate family member or, at the District's discretion, another relative for the above reasons until other attendants can reasonably be obtained; and death or funeral attendance for an immediate family member. Leave without pay may be granted to employees upon the death of persons not included in this list.~~ **parental leave for a permanent employee as provided in § 2-18-606, MCA;**

Accrual and Use of Sick Leave Credits

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

Classified employees serving in positions that are permanent full-time, seasonal full-time, or permanent part-time are eligible to earn sick leave credits, which will accrue from the first (1<sup>st</sup>) day of employment. A classified employee must be employed continuously for a qualifying period of ninety (90) calendar days in order to use sick leave. Unless there is a break in service, an employee only serves the qualifying period once. After a break in service, an employee must again complete the qualifying period to use sick leave. Sick leave may not be taken in advance nor may leave be taken retroactively. A seasonal classified employee may carry over accrued sick leave credits to the next season if management has a continuing need for the employee or, alternatively, may be paid a lump sum for accrued sick leave credits when the season ends, in accordance with ARM 2.21.141.

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

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

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

Calculation of Sick Leave Credits

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

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

Sick Leave Banks

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

Lump-Sum Payment on Termination of Classified Employees

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

Industrial Accident

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

Sick Leave Substituted for Annual Leave

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

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

POTOMAC ELEMENTARY

Adopted on: 03/14/11

Reviewed on:

Revised on:

5322

PERSONNEL

Military Leave

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

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

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

All requests for military leave will be submitted to the Principal, 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 Principal 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

POTOMAC ELEMENTARY

Adopted on: 03/14/11

Reviewed on:

Revised on:

5325 - R

PERSONNEL

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Breastfeeding Workplace

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

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

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

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

POTOMAC ELEMENTARY

Adopted on: 03/14/11

Reviewed on:

Revised on:

5328 – R

PERSONNEL

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Family Medical Leave

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

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

Legal Reference: 29 CFR 825, 29 USC 2601, et seq. – The Family and Medical Leave Act of 1993  
§§2-18-601, et seq., MCA Leave Time  
§§49-2-301, et seq., MCA Prohibited Discriminatory Practices

POTOMAC ELEMENTARY

Adopted on: 03/14/11

Reviewed on:

5329

PERSONNEL

Revised on:

Long-Term Illness/Temporary Disability/~~Maternity Leave~~

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

~~Long term illness or temporary disability shall be construed to include pregnancy, miscarriage, childbirth 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 out of any long-term illness or temporary disability, ~~including pregnancy, miscarriage, childbirth and recovery therefrom,~~ shall commence only after sick leave has been exhausted. The duration of leaves, extensions, and other benefits for privileges such as health and long-term illness ~~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.

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

~~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~~

POTOMAC ELEMENTARY

Adopted on: 03/14/11

Reviewed on:

5330

PERSONNEL

Revised on:

Maternity Leave

Long-term illness or temporary disability shall be construed to include pregnancy, miscarriage, childbirth 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.~~

**It is unlawful for an employer to refuse to grant an employee a reasonable leave of absence for pregnancy. In determining the reasonableness which shall apply to a request for a leave of absence for a pregnancy, an employer shall apply standards at least as inclusive as those which have been applied to requests for leave of absence for any other valid medical reason. [ School District will follow the language in the current collective bargaining agreement as it relates to maternity leave.] [ School District has determined that maternity leave shall not exceed weeks unless mandated otherwise by the employee's physician.**

**It is also unlawful for an employer to 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.**

~~Maternity leave will be treated as any other disability. Generally, unless mandated otherwise by a physician, maternity leave does not exceed six (6) weeks. As a disabling condition, maternity leave is not available to fathers.~~

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.

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



POTOMAC ELEMENTARY

Adopted on: 03/14/11

Reviewed on:

5331

PERSONNEL

Revised on:

Insurance Benefits for Employees

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

~~1. Classified employees who are employed less than half (1/2) time (that is, who are regularly scheduled to work less than twenty (20) hours per week) will not be eligible for group health, dental, and life insurance and will not be considered to be a member of defined employee insurance benefit groups.~~

~~2. Any permanent employee who works half (1/2) time or more is eligible for group and dental insurance, irrespective of the unit to which the employee belongs. All medical and dental insurance premiums will be prorated in the amount of the full contract in terms of full time equivalency multiplied by the District's maximum contribution as prescribed by the applicable collective bargaining agreement or Board policy. Life insurance benefits shall accord with Board policy or the current collective bargaining agreement.~~

~~3. An employee who does not work the summer, but has been employed during the previous academic year, shall be eligible at his/her election to continue group health, dental and life insurance coverage during the summer months. For certified personnel, the District will pay the District's portion of the premium during the summer if the certified employee has worked at least 135 days during the preceding school year. A classified employee who works less than 12 months shall have his/her premium paid for summer months (in the same proration as existed during the academic year) if the employee has worked at least 180 days during the preceding school year.~~

~~4. An employee who has not completed the required number of days must pay the total premium (employee and employer portion) for June, July, and August by the last day of school. This payment is made to the District's benefit clerk.~~

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

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

POTOMAC ELEMENTARY

Adopted on: 03/14/11

Reviewed on:

Revised on:

5333

PERSONNEL

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Holidays

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

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

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

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

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

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

POTOMAC ELEMENTARY

Adopted on: 03/14/11

Reviewed on:

Revised on:

5334

PERSONNEL

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Vacations

Classified ~~and twelve (12) month administrative~~ employees, **Business Managers/District Clerks, and Superintendents** will accrue annual vacation leave benefits in accordance with §§ 2-18-611, 2-18-612, 2-18-614 through 2-18-617 and 2-18-621, MCA. Nothing in this policy guarantees approval for granting specific days as annual vacation leave in any instance. The District will judge each request for vacation in accordance with staffing needs.

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

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

POTOMAC ELEMENTARY

Adopted on: 03/14/11

Reviewed on:

Revised on:

5334P

PERSONNEL

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.

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

POTOMAC ELEMENTARY

Adopted on: 03/14/11

Reviewed on:

5336 - R

PERSONNEL

Revised on:

**Fair Labor Standards Act**

**Compensatory Time and Overtime for Classified Employees**

**Non-exempt** classified employees who work more than forty (40) hours in a given workweek may receive overtime pay of one and one-half (1½) times the normal hourly rate, ~~unless the District and the employee agree to the provision of compensation time at a rate of one and one-half (1½) times all hours worked in excess of forty (40) hours in any workweek.~~ **Employees who work on Sundays, holidays, vacation, or other approved leave days, shall be paid double their regular hourly rate for a minimum of two (2) hours.** all overtime will have prior approval of the Administration..

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

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

**Blended Time**

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

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

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

**Record-Keeping Requirements Under the Fair Labor Standards Act**

**1. Records required for ALL employees:**

- A. Name in full (same name as used for Social Security);**
- B. Employee’s home address, including zip code;**
- C. Date of birth if under the age of nineteen (19);**

1 D. Sex (may be indicated with Male/Female, M/F, Mr./Mrs./Miss/Ms.);

2 5336

3 Page 2 of 2

4  
5 E. Time of day and day of week on which the employee's workweek begins;

6 F. Basis on which wages are paid (such as \$5/hour, \$200/week, etc.);

7 G. Any payment made which is not counted as part of the "regular rate";

8 H. Total wages paid each pay period.

9 I. Occupation

10  
11 **2. Additional records required for non-exempt employees:**

12  
13 A. Regular hourly rate of pay during any week when overtime is worked;

14 B. Hours worked in any workday (consecutive twenty-four-(24)-hour period);

15 C. Hours worked in any workweek (or work period in case of 207[k]);

16 D. Total daily or weekly straight-time earnings (including payment for hours in excess  
17 of forty (40) per week but excluding premium pay for overtime);

18 E. Total overtime premium pay for a workweek;

19 F. Date of payment and the pay period covered;

20 G. Total deductions from or additions to wages each pay period;

21 H. Itemization of dates, amounts, and reason for the deduction or addition, maintained  
22 on an individual basis for each employee;

23 I. Number of hours of compensatory time earned each pay period;

24 J. Number of hours of compensatory time used each pay period;

25 K. Number of hours of compensatory time compensated in cash, the total amount paid,  
26 and the dates of such payments;

27 L. The collective bargaining agreements which discuss compensatory time, or written  
28 understandings with individual non-union employees.

29  
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31  
32 Legal Reference: 29 U.S.C § 201, *et seq.* Fair Labor Standards Act  
33 ARM, 24.9.805 Employment Records  
34 Title 39, Chapter 3, Part 4 Minimum Wage and Overtime  
35 Compensation  
36 Admin. R. Mont. 24.16.2501—2581 Overtime Compensation  
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POTOMAC ELEMENTARY

Adopted on: 03/14/11

Reviewed on:

Revised on:

5337

PERSONNEL

Workers' Compensation Benefits

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

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

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

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

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

\*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 health insurance benefits except 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 Act

POTOMAC ELEMENTARY

Adopted on: 03/14/11

Reviewed on:

Revised on:

5338

PERSONNEL

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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.



POTOMAC ELEMENTARY

Adopted on: 03/14/11

Reviewed on:

5420

PERSONNEL

Revised on:

**Paraprofessionals**

~~Teachers' Aides/Paraeducators~~

~~Teachers' aides/paraeducators~~ **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 ~~paraeducators~~ **paraprofessionals** will encompass a variety of tasks that may be inclusive of "limited instructional duties."

~~Paraeducators~~ **Paraprofessionals** are employed by the District mainly to assist the teacher. A ~~paraeducator~~ **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.

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

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

It is the responsibility of each principal and teacher to provide adequate training for a ~~paraeducator~~ **paraprofessional**. This training should take into account the unique situations in which a ~~paraeducator~~ **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 ~~paraeducator~~ **paraprofessional** to assist in reading, writing, and mathematics instruction.

The Principal shall develop and implement procedures for an annual evaluation of ~~teachers' aides/paraeducators~~ **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.**

1 Legal Reference: ~~No Child Left Behind Act of 2001(PL 107-110)~~  
2 **20 U.S.C. § 6319 Qualifications for teachers and paraprofessionals**  
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4  
5

Potomac Elementary

Adopted on:  
Reviewed on:  
Revised on:

5420F

PERSONNEL

**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

POTOMAC ELEMENTARY

Adopted on: 03/14/11

Reviewed on:

Revised on:

5430

PERSONNEL

Volunteers

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

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

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

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

Chaperones

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

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

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

Cross Reference: 5122 Fingerprints and Criminal Background Investigations

POTOMAC ELEMENTARY

Adopted on: 03/14/11

Reviewed on:

Revised on:

5440

PERSONNEL

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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 Principal **and teachers will decide if student teachers are desired and will** coordinate all requests from cooperating institutions for placement so that excessive concentrations of student teachers and interns shall be avoided. As a general rule:

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

Cross Reference: 5122 Fingerprints and Criminal Background Investigations

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

POTOMAC ELEMENTARY

Adopted on: 03/14/11

Reviewed on:

Revised on:

5450

PERSONNEL

Employee use of Electronic Mail, Internet, and District Equipment

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

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

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

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

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

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

Additionally, District 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.

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

12  
13 ~~Except as provided herein, District employees are prohibited from accessing another employee's~~  
14 ~~e-mail without the expressed consent of the employee.~~ All District employees should be aware  
15 that e-mail messages can be retrieved, even if they have been deleted, and that statements made  
16 in e-mail communications can form the basis of various legal claims against the individual author  
17 or the District.

18  
19 **All e-mail/Internet records are considered District records and should be transmitted only**  
20 **to individuals who have a need to receive them.** E-mail sent or received by the District or the  
21 District's employees may be considered a public record subject to public disclosure or  
22 inspection. All District e-mail and Internet communications may be monitored.

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24 **All staff are restricted from interaction with any student through school or personal social**  
25 **networking sites.**



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**POTOMAC ELEMENTARY**

Adopted on: 03/14/11  
Reviewed on:  
Revised on:

**5500 PERSONNEL**

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Payment of Wages Upon Termination

When a District employee quits, is laid off, or is discharged, 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

POTOMAC ELEMENTARY

Adopted on: 03/14/11

Reviewed on:

Revised on:

5510 - R

PERSONNEL

HIPAA

(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

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4 employment-related decisions. The Privacy Rule states that verbal, written, or electronic  
5 information that can be used to connect a person's name or identity with medical, treatment, or  
6 health history information is Protected Health Information (PHI) under the HIPAA Privacy Rule.

7  
8 Under the HIPAA Privacy Rule:

- 9
- 10 1. Individuals have a right to access and copy their health record to the extent allowed by  
11 HIPAA.
  - 12
  - 13 2. Individuals have the right to request an amendment to their health record. The plan may  
14 deny an individual's request under certain circumstances specified in the HIPAA Privacy  
15 Rule.
  - 16
  - 17 3. Individuals have the right to an accounting of disclosures of their health record for  
18 reasons other than treatment, payment, or healthcare operations.
  - 19
  - 20 4. PHI, including health, medical, and claims records, can be used and disclosed without  
21 authorization for specific, limited purposes (treatment, payment, or operations of the  
22 group health plan). A valid authorization from the individual must be provided for use or  
23 disclosure for other than those purposes.
  - 24
  - 25 5. Safeguards are required to protect the privacy of health information.
  - 26
  - 27 6. Covered entities are required to issue a notice of privacy practices to their enrollees.
  - 28
  - 29 7. Violators are held accountable with civil and criminal penalties for improper use or  
30 disclosure of PHI.

### 31 Compliance

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

38  
39 As required for a Covered Entity under HIPAA, the plan has developed these internal privacy  
40 policies and procedures to assure that PHI is protected and that access to and use and disclosure  
41 of PHI are restricted in a manner consistent with HIPAA's privacy protections. The policies and  
42 procedures recognize routine and recurring disclosures for treatment, payment, and healthcare  
43 operations and include physical, electronic, and procedural safeguards to protect PHI. The  
44 procedures include safeguards for sending PHI via mail or fax, receiving PHI for plan purposes,  
45 and workstation safeguards and procedures for securing and retaining PHI received by the plan.  
46 Plan participants are entitled to receive a copy of the plan's policies and procedures upon

1  
2  
3  
4 request.

5  
6 Designating a limited number of privacy contacts allows the District to control who is receiving  
7  
8 PHI from the contract claims payor for plan operations purposes. The contract claims payor will  
9 provide only the minimum PHI necessary for the stated purpose and, as required under the  
10 Privacy Rule, will provide PHI only to individuals with a legitimate need to know for plan  
11 operations purposes.

12  
13 The District has distributed a notice of privacy practices to plan participants. The notice informs  
14 plan participants of their rights and the District's privacy practices related to the use and  
15 disclosure of PHI. A copy of this notice may be obtained by contacting the Privacy Officer.

16  
17 The District has reviewed how PHI is used and disclosed by the plan and has limited disclosure  
18 of that information to employees who have a legitimate need to know or possess the PHI for  
19 healthcare operations and functions. The District will make reasonable efforts to use de-  
20 identified information whenever possible in the operations of the plan and will only use the  
21 minimum PHI necessary for the stated purpose.

22  
23 Some of the District's employees need access to PHI in order to properly perform the functions  
24 of their jobs. The District has identified these employees and has given them training in the  
25 important aspects of the HIPAA Privacy Rule, the privacy policy, and procedures. New  
26 employees who will have access to PHI will receive training on the HIPAA Privacy Rule and  
27 related policies and procedures as soon as reasonably possible after they are employed.  
28 Employees who improperly use or disclose PHI or misuse their access to that information may  
29 be subject to discipline, as deemed appropriate.

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

40  
41 In order to comply with the new privacy regulations, the plan has implemented compliant  
42 communication procedures. Except for its use in legitimate healthcare operations, written  
43 permission will be required in order for the District to disclose PHI to or discuss it with a third  
44 party.

1  
2  
3  
4 The HIPAA Privacy Rule prohibits the District from disclosing medical information without the  
5 patient's written permission other than for treatment, payment, or healthcare operations purposes.  
6 An authorization signed by the patient and designating specified individuals to whom the District  
7 may disclose specified medical information must be on file, before the plan can discuss a  
8 patient's medical information with a third party (such as a spouse, parent, group health plan  
9 representative, or other individual).

10  
11 The District has taken the following steps to ensure PHI is safeguarded:

- 12  
13 • The District has implemented policies and procedures to designate who has and who does  
14 not have authorized access to PHI.
- 15  
16 • Documents containing PHI are kept in a restricted/locked area.
- 17  
18 • Computer files with PHI are password protected and have firewalls making unauthorized  
19 access difficult.
- 20  
21 • Copies of PHI will be destroyed when information is no longer needed, unless it is  
22 required by law to be retained for a specified period of time.
- 23  
24 • The District will act promptly to take reasonable measures to mitigate any harmful effects  
25 known to the group health plan, due to a use or disclosure of PHI in violation of the  
26 plan's policies, procedures, or requirements of the HIPAA Privacy Rule.
- 27  
28 • The District will appropriately discipline employees who violate the District's group  
29 health plan's policies, procedures, or the HIPAA Privacy Rule, up to and including  
30 termination of employment if warranted by the circumstances.

31  
32 The District has received signed assurances from the plan's business associates that they  
33 understand the HIPAA Privacy Rule, applicable regulations, and the Privacy Policy and will  
34 safeguard PHI just as the plan would.

35  
36 The contract claims payor and certain other entities outside the group health plan require access  
37 on occasion to PHI, if they are business associates of the group health plan and in that role need  
38 to use, exchange, or disclose PHI from the group health plan. The plan requires these entities to  
39 sign an agreement stating they understand HIPAA's privacy requirements and will abide by  
40 those rules just as the group health plan does, to protect the PHI to which they have access. For  
41 example the plan engages a certified public accountant to audit the plan annually and to make  
42 sure payments are made in compliance with the Plan Document. In order for the CPA to  
43 complete an audit, the auditor reviews a sample of the claims for accuracy.

44  
45 The District will ensure health information will not be used in making employment and  
46 compensation decisions. The HIPAA Privacy Rule and other applicable laws expressly prohibit

1  
2  
3  
4 an employer from making adverse employment decisions (demotions, terminations, etc.) based  
5 on health information received from the group health plan. To the extent possible, the District  
6 has separated the plan operations functions from the employment functions and has safeguards in  
7 place to prevent PHI from the plan from going to or being used by an employee's supervisor,  
8 manager, or superior to make employment-related decisions.  
9

10 Complaints

11  
12 If an employee believes their privacy rights have been violated, they may file a written complaint  
13 with the Privacy Officer. No retaliation will occur against the employee for filing a complaint.  
14 The contact information for the Privacy Officer is:

15  
16 District Clerk  
17 Potomac School District  
18 29750 Potomac Road  
19 Bonner, Montana 59823  
20

21  
22 Legal Reference: 45 C.F.R. Parts 160, 162, 164  
23

1 **Request for Protected Health Information**

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

5 I, \_\_\_\_\_, hereby authorize \_\_\_\_\_  
6 *Name of Employee, Student 18 or older, or Parent/Guardian* *Name of Physician/Practice*

7 to use and/or disclose my protected health information described below to  
8 \_\_\_\_\_.

9 *School District*

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

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

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

18  Records regarding treatment for the following condition or injury  
19 \_\_\_\_\_ on or about \_\_\_\_\_.

20  Records covering the period of time \_\_\_\_\_ to \_\_\_\_\_.

21  Other (Specify and include dates.) \_\_\_\_\_.

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

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

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

31 This authorization expires on the following date or event: \_\_\_\_\_.

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

33 \_\_\_\_\_  
34 *Signature of Patient or Personal Representative*

\_\_\_\_\_ *Date*

35 \_\_\_\_\_  
36 *Name of Patient or Personal Representative*

\_\_\_\_\_ *Personal Representative's Authority*

POTOMAC ELEMENTARY

Adopted on: 03/14/11

Reviewed on:

5630

PERSONNEL

Revised on:

~~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 Principal.~~

~~**District-owned cellular telephones and other devices will be used for authorized District business purposes. Personal use of such equipment may be prohibited except in emergency situations.**~~

~~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 **termination of employment.**~~

~~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.~~

Employee Use of Mobile Devices

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

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

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

Emergency Use

Staff are encouraged to use any available cellular telephone in the event of an emergency that



1 threatens the safety of students, staff, or other individuals.

2  
3 Use of Personal Cell Phones and Communication Devices

4  
5 ~~Employees are strongly discouraged from using their personal cell phone during the school days.~~  
6 ~~When necessary, employees may use their personal cell phones and similar communication~~  
7 ~~devices only during non-instructional time. In no event shall an employee's use of a cell phone~~  
8 ~~interfere with the employee's job obligations and responsibilities. If such use is determined to~~  
9 ~~have interfered with an employee's obligations and responsibilities, the employee may be~~  
10 ~~disciplined in accordance with the terms of the collective bargaining agreement and Board~~  
11 ~~policies.~~

12  
13 Use of Personal Mobile Devices

14  
15 **Employees are prohibited from using their personal mobile devices during the instructional**  
16 **period for non-instructional purposes. When necessary, employees may use their personal**  
17 **mobile devices only during non-instructional time. In no event shall an employee's use of a**  
18 **mobile device interfere with the employee's job obligations and responsibilities. If such use**  
19 **is determined to have interfered with an employee's obligations and responsibilities, the**  
20 **employee may be disciplined in accordance with the terms of the collective bargaining**  
21 **agreement and Board policies.**