



MTSBA MODEL K-12 SCHOOL DISTRICT POLICY MANUAL

K-12 SCHOOL DISTRICT

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R = required

_____ **SCHOOL DISTRICT**

**1000 SERIES
THE BOARD OF TRUSTEES**

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_____ **School District**

R

THE BOARD OF TRUSTEES

1000

Legal Status, Operation and Organization

The legal name of this District is _____ [insert legal name of district] School District No. _____, _____ County, State of Montana. The District is classified as a class ____ district and is operated according to the laws and administrative rules pertaining to a class ____ district.

The Board of Trustees of _____ [insert legal name of school district] School District No. _____ is the governmental entity established by the state of Montana and constitutionally charged of the supervision and control of all aspects of the District's operations.

To achieve its primary goal of providing each child with a basic system of free quality education as required by Montana Law, the Board shall exercise the full authority granted to it by the laws of the state. Its legal powers, duties, and responsibilities are derived from the Montana Constitution and state statutes and administrative rules.

Policies of the District define and frame the manner via which the District conducts its official business. The policies of the District are modified/updated from time to time to reflect the operation of the District.

All handbooks approved by the Board are regarded as and given the same significance as District policy.

Legal Reference:	§ 20-3-323, MCA	District policy and record of acts
	§ 20-3-324, MCA	Powers and duties
	§ 20-6-101, MCA	Definition of elementary and high school districts
	§ 20-6-201, MCA	Elementary district classification
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	§ 20-9-309, MCA	Basic system of free quality public elementary and secondary schools defined – identifying educationally relevant factors – establishment of funding formula and budgetary structure – legislative review
	Article X, Section 8,	MT Constitution

Policy History:

Adopted on:

Reviewed on:

Revised on:

2
3 **THE BOARD OF TRUSTEES**

1105

4
5 Membership and Terms of Office

6
7 The District is governed by a Board of Trustees consisting of _____ members. The
8 powers and duties of the Board include the broad authority to adopt and enforce all policies
9 necessary for the management, operations and governance of the District. Except as otherwise
10 provided by law, trustees shall hold office for terms of three (3) years, or until their successors
11 are elected and qualified. Terms of trustees shall be staggered as provided by law.
12

13 All trustees shall participate on an equal basis with other members in all business transactions
14 pertaining to the high school maintained by the District. Only those trustees elected from the
15 elementary district may participate in business transactions pertaining to the elementary schools
16 maintained by the District.
17

18

19	Legal References:	§ 20-3-301, MCA	Election and term of office
20		§ 20-3-302, MCA	Legislative intent to elect less than majority of
21			trustees
22		§ 20-3-305, MCA	Candidate qualification, filing deadline, and
23			withdrawal
24		§ 20-3-306, MCA	Conduct of election
25		§ 20-3-307, MCA	Qualification and oath
26		§ 20-3-341, MCA	Number of trustee positions in elementary districts
27			– transition
28		§ 20-3-351, MCA	Number of trustee positions in high school districts
29		§ 20-3-352, MCA	Request and determination of number of high
30			school district additional trustee positions –
31			nonvoting trustee
32		§ 20-3-361, MCA	Joint board of trustees organization and voting
33			membership

34 Policy History:

35 Adopted on:

36 Reviewed on:

37 Revised on:

1 _____ **School District**

2
3 **THE BOARD OF TRUSTEES**

1110

4
5 Taking Office

6
7 A newly elected trustee shall take office as soon as election results have been certified and the
8 newly elected trustee has taken and subscribed to an oath to faithfully and impartially discharge
9 the duties of the office to the best of his/her ability.

10
11 A newly appointed trustee shall take office, after the trustee has taken and subscribed to an oath
12 to faithfully and impartially discharge the duties of the office to the best of his/her ability.

13
14 The person shall qualify by taking an oath of office administered by the county superintendent,
15 the superintendent's designee, or any officer provided for in 1-6-101, MCA or 2-16-116, MCA.
16 Such oath must be filed with the county superintendent not more than fifteen (15) days after the
17 receipt of the certificate of election or the appointment.

18
19 The District Clerk shall collaborate with the Office of Public Instruction within 14 days of
20 trustee qualification to provide a link to the district website, if applicable, as well as contact
21 information for trustees and clerk

22
23
24 Cross Reference: 1113 Vacancies
25
26 Legal References: § 1-6-101, MCA Officers who may administer oaths
27 § 2-16-116, MCA Power to administer oaths
28 § 20-1-202, MCA Oath of office
29 § 20-3-307, MCA Qualification and oath
30 Chapter 276 (2023) Online repository for information on trustees
31

32 Policy History:

33 Adopted on:

34 Reviewed on:

35 Revised on:

definition)

§ 20-3-324(4), MCA Powers and duties

§ 20-9-353, MCA Additional financing for general fund – election for
authorization to impose

§ 20-20-105, MCA Regular school election day and special school
elections – limitation – exception

§ 20-20-204, MCA Election Notice

§ 20-20-301, MCA Qualifications of elector

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

2
3 **THE BOARD OF TRUSTEES**

1112

4
5 Resignation

6
7 The resignation of a trustee of the District must be in writing, must stipulate an effective date,
8 and must be submitted to the Clerk of the District.

9
10 [Trustees retiring from the Board may be recognized for their service to the District by
11 presentation of a service plaque or other appropriate activities.]

12
13
14 Legal Reference: § 2-16-502, MCA Resignations
15 § 20-3-308, MCA Vacancy of trustee position

16
17 Policy History:

18 Adopted on:

19 Reviewed on:

20 Revised on:

2
3 **THE BOARD OF TRUSTEES**

1113

4
5 Vacancies

6
7 A trustee position becomes vacant before the expiration of a term, when any of the following
8 occurs:

- 9
10 1. Death of the trustee;
11 2. The effective date stipulated in the written resignation of the trustee filed with the Clerk;
12 3. Trustee moves out of the nominating district, establishing residence elsewhere;
13 4. Trustee is no longer a registered elector of the District under the provisions of § 20-20-
14 301, MCA;
15 5. Trustee is absent from the District for sixty (60) consecutive days;
16 6. Trustee fails to attend three (3) consecutive meetings of the trustees without good excuse;
17 7. Trustee has been removed under the provisions of § 20-3-310, MCA; or
18 8. Trustee ceases to have the capacity to hold office under any other provision of law.
19 9. A trustee position also shall be vacant when an elected candidate fails to qualify.

20
21 When a trustee vacancy occurs, the remaining trustees shall declare such position vacant and fill
22 such vacancy by appointment. The Board will receive applications from any qualified persons
23 seeking to fill the position after suitable public notice. The Board will appoint one (1) candidate
24 to fill the position.

25
26 Should the Board fail to fill a vacancy within sixty (60) days from the creation of a vacancy, the
27 county superintendent shall appoint, in writing, a competent person to fill such vacancy. An
28 appointee shall qualify by completing and filing an oath of office with the county superintendent
29 within fifteen (15) days after receiving notice of the appointment and shall serve until the next
30 regularly scheduled school election and a successor has qualified.

31
32
33
34 Cross Reference: 1240 Duties of Individual Trustees

35 1112 Resignations

36
37 Legal References: § 2-16-501(3), MCA Vacancies created
38 § 20-3-308, MCA Vacancy of trustee position
39 § 20-3-309, MCA Filling vacated trustee position – appointee
40 qualification and term of office

41
42 Policy History:

43 Adopted on:

44 Reviewed on:

45 Revised on:

4
5 Vacancies

6
7 When a vacancy occurs on the Board, it is in the best interest of the District to encourage as
8 many able citizens as possible to consider becoming a trustee. To that end, the following
9 procedures shall be used to identify and appoint citizens to fill Board vacancies:

- 10
11 1. Announcement of the vacancy and the procedure for filling it shall be made in the general
12 news media as well as District publications to patrons.
13
14 2. All citizens shall be invited to nominate candidates for the position, provided that the
15 nominees shall be residents of the District. A letter of application will be required of
16 interested candidates.
17
18 3. The Board shall individually interview the finalists in a regular or special meeting and
19 appoint the candidate who, in the judgment of the Board, is most likely to contribute to
20 the growth and development of the District's education programs and operations. All
21 trustees shall vote on the candidate of their choice.
22
23 4. If no one (1) candidate receives a majority of the votes, the Board may:
24
25 a. Discuss all candidates and vote again;
26
27 b. Discuss all candidates and vote only on those candidates with the most votes; or
28
29 c. Continue voting until one (1) candidate receives a majority vote.
30
31 5. The Board Clerk shall prepare, for the signatures of all trustees, a letter thanking all
32 candidates for the position and commending them for their interest in the District.
33
34

35 Policy History:

36 Adopted on:

37 Reviewed on:

38 Revised on:

1 _____ **School District**

2
3 **THE BOARD OF TRUSTEES**

1120

4
5 Annual Organization Meeting

6
7 After issuance of election certificates to newly elected trustees, but no later than twenty-five (25)
8 days after the election, the Board shall elect from among its members a Chairperson and a Vice
9 Chairperson to serve until the next annual organizational meeting. If a Board member is unable
10 to continue to serve as an officer, a replacement shall be elected at the earliest opportunity to
11 serve the remainder of the term. In the absence of both the Chairperson and the Vice
12 Chairperson, the Board shall elect a Chairperson *pro tempore*, who shall perform the functions of
13 the Chairperson during the latter's absence. The Clerk shall act as Board secretary.

14
15 The normal order of business shall be modified for the annual organizational meeting by
16 considering the following matters after the approval of the minutes of the previous meeting:

- 17
18 1. Welcome and introduction of newly elected Board members by the current Chairperson
19
20 2. Swearing in of newly elected trustees
21
22 3. Call for nominations for Chairperson to serve during the ensuing year
23
24 4. Election of a Chairperson
25
26 5. Assumption of office by the new Chairperson
27
28 6. Call for nominations for Vice Chairperson to serve during the ensuing year
29
30 7. Election of a Vice Chairperson
31
32 8. Appointment of a Clerk
33
34
35

36 Legal References: § 20-3-321, MCA Organization and officers
37 § 20-3-322(a), MCA Meetings and quorum
38 Title 1, Chapter 5, Part 6, MCA Notarial Acts
39

40 Policy History:

41 Adopted on:

42 Reviewed on:

43 Revised on:

1 _____ **School District**

2
3 **THE BOARD OF TRUSTEES**

1135

4
5 School Board Advocacy

6
7 The Board of Trustees believes it has a responsibility to the students, parents, and community to
8 advocate for student achievement and quality education. In order to meet these responsibilities, the
9 District will work vigorously for the passage of new laws designed to advance the cause of good
10 schools and for the repeal or modification of existing laws that impede this cause.

11
12 Trustees must keep themselves and community members informed of pending legislation and
13 actively communicate board positions and concerns to elected representatives at both the state and
14 national level. The Board must work with legislative representatives (both state and federal), the
15 Montana School Boards Association, national advocacy groups aligned with Montana school
16 districts' interest in advocating for excellence in public education through school board leadership,
17 and other concerned groups and organizations in developing an annual as well as long-range
18 legislative program.

19
20 Each Trustee is encouraged to participate in the MTSBA Delegate Assembly, the MTSBA Board
21 Legislative Contact Program and the caucuses. The District also encourages the board and each
22 trustee to be aware of the importance of building a relationship with the community and local
23 legislators, to be used to increase student success.

24
25 In doing so, the Trustees will:

- 26
27 a. Review MTSBA legislative correspondence;
28 b. Respond to MTSBA legislative calls to action;
29 c. Participate in Day of Advocacy during each legislative session;
30 d. Attend other state and regional association meetings as approved by the Board; and
31 e. Advise MTSBA of the Board's views regarding MTSBA's legislative positions and
32 activities.
- 33
34 2. At least once each month in accordance with Policy 1420, the Board meeting agenda will
35 include an opportunity for the trustees to discuss educational issues pending on the state and
36 federal levels.
- 37
38 3. Work with the MTSBA, national advocacy groups aligned with Montana school districts'
39 interest in advocating for excellence in public education through school board leadership,
40 and other concerned groups and organizations on matters of mutual interest.

41
42 Policy History:

43 Adopted on:

44 Reviewed on:

45 Revised on:

_____ **School District**

THE BOARD OF TRUSTEES

1210

Qualifications, Terms, and Duties of Board Officers

The Board officers are the Chairperson and Vice Chairperson. These officers are elected at the annual organizational meeting.

Chairperson

The Chairperson may be any trustee of the board, including an additional trustee as provided for in 20-3-352(2). If an additional trustee is chosen to serve as the Chairperson of an elementary district described in 20-3-351(1)(a), the additional trustee may not vote on issues pertaining only to the elementary district. The duties of the Chairperson include the following:

- Preside at all meetings and conduct meetings in the manner prescribed by the Board's policies;
- Make all Board committee appointments;
- Sign all papers and documents as required by law and as authorized by action of the Board;
- Close Board meetings as authorized by Montana law; and
- Act as spokesperson for the Board.

The Chairperson is permitted to participate in all Board meetings in a manner equal to all other Board members, including the right to participate in debate and to vote. The Chairperson **SELECT OPTION:** **[may / may not]** make a motion but may second motions.

Vice Chairperson

The Vice Chairperson shall preside at all Board meetings in the absence of the Chairperson and shall perform all the duties of the Chairperson during the Chairperson's absence or unavailability. The Vice Chairperson shall work closely with the Chairperson and shall assume whatever duties the Chairperson may delegate.

Cross Reference:	1120	Annual Organizational Meeting
Legal References:	§ 2-3-203, MCA	Meetings of public agencies and certain associations of public agencies to be open to public – exceptions
	§ 20-3-321(2), MCA	Organization and officers
	§ 20-3-351(1)(a), MCA	Number of trustee positions in high school districts
	§ 20-3-352(2), MCA	Request and determination of number of high school district additional trustee positions – nonvoting trustee

Policy History:

Adopted on:

Reviewed on:

Revised on:

School District

THE BOARD OF TRUSTEES

1230

Clerk

The Clerk of the Board shall attend all meetings of the Board, unless excused by the Chairperson, and shall keep an accurate and permanent record of all proceedings. The Clerk shall have custody of the records, books, and documents of the Board. In the absence or inability of the Clerk to attend a Board meeting, the trustees will have one (1) of their members or a District employee act as clerk for the meeting, and said person will supply the Clerk with a certified copy of the proceedings.

The Clerk will keep accurate and detailed accounts of all receipts and disbursements made by the District. The Clerk shall draw and countersign all warrants for expenditures that have been approved by the Board.

The Clerk will make the preparations legally required for the notice and conduct of all District elections.

The Clerk shall prepare and submit to the Board a financial report of receipts and disbursements of all school funds on an annual basis, unless the Board requests such reports on a more frequent basis. The Clerk shall perform all functions pertaining to the preparation of school elections. The Clerk shall perform other duties as prescribed by state law or as directed by the Board and the Superintendent.

Legal references:	§ 20-3-321, MCA	Organization and officers
	§ 20-3-325, MCA	Clerk of district
	§ 20-4-201, MCA	Employment of teachers and specialists by contract
	§ 20-9-133, MCA	Adoption and expenditure limitations of final budget
	§ 20-9-165, MCA	Budget amendment limitation, preparation, and adoption procedures
	§ 20-9-221, MCA	Procedure for issuance of warrants
	§ 20-20-401(2), MCA	Trustees' election duties – ballot certification

Policy History:

Adopted on:

Reviewed on:

Revised on:

THE BOARD OF TRUSTEES

Duties of Individual Trustees

The authority of individual trustees is limited to participating in actions taken by the Board as a whole when legally in session. Trustees shall not assume responsibilities of administrators or other staff members. The Board or staff shall not be bound by an action taken or statement made by an individual trustee, except when such statement or action is pursuant to specific instructions and official action taken by the Board.

Each trustee shall review the agenda and attendant materials in advance of a meeting and shall be prepared to participate in discussion and decision making for each agenda item.

Unless exempt under Montana law, each trustee shall visit every school at least once per year to examine its management, conditions, and needs in accordance with the procedures adopted at Policy 1520.

All trustees are obligated to attend Board meetings regularly. Whenever possible, a trustee shall give advance notice to the Chairperson or Superintendent, of the trustee's inability to attend a Board meeting. A majority of the Board may excuse a trustee's absence from a meeting if requested to do so.

Board members, as individuals, have no authority over school affairs, except as provided by law or as authorized by the Board.

Cross Reference: 1113 Vacancies

Legal References:	§ 20-3-301, MCA	Election and term of office
	§ 20-3-308, MCA	Vacancy of trustee position
	§ 20-3-324(22), MCA	Powers and duties
	§ 20-3-332, MCA	Personal immunity and liability of trustees

Policy History:

Adopted on:

Reviewed on:

Revised on:

THE BOARD OF TRUSTEES

1310

District Policy and Procedures

The policies contained in this manual are adopted, implemented, and enforced in accordance with the supervisory authority vested with the Board of Trustees in accordance with Article X, section 8 of the Montana Constitution and related statutes, regulations and court decisions.

Adoption and Amendment of Policies

Proposed new policies and proposed changes to existing policies shall be presented in writing for reading and discussion at a regular or special Board meeting. Interested parties may submit views, present data or arguments, orally or in writing, in support of or in opposition to proposed policy. Any written statement by a person, relative to a proposed policy or amendment, should be directed to the District Clerk prior to the final reading. The final vote for adoption shall take place not earlier than at final reading of the particular policy. New or revised policies that are required, or have required language changes based on State or Federal law, or are required changes by administrative rule, may be adopted after the first (1st) reading if sufficient notice has been given through the board agenda.

All new or amended policies shall become effective on adoption, unless a specific effective date is stated in the motion for adoption.

Policies, as adopted or amended, shall be made a part of the minutes of the meeting at which action was taken and also shall be included in the District's policy manual. Policies of the District shall be reviewed on a regular basis.

Policy Manuals

The Superintendent shall develop and maintain a current policy manual which includes all policies of the District. Every administrator, as well as staff, students, and other residents, shall have ready access to District policies.

Suspension of Policies

Under circumstances that require waiver of a policy, the policy may be suspended by a majority vote of the trustees present. To suspend a policy, however, all trustees must have received written notice of the meeting, which includes the proposal to suspend a policy and an explanation of the purpose of such proposed suspension.

Administrative Procedures

The Superintendent shall develop such administrative procedures as are necessary to ensure consistent implementation of policies adopted by the Board.

When a written procedure is developed, the Superintendent shall submit it to the Board as an information item.

Legal References:	§ 20-3-323, MCA	District policy and record of acts
	10.55.701, ARM	Board of Trustees

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

2
3 **THE BOARD OF TRUSTEES**

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4
5 Authorization of Signatures

6
7 For the conduct of the business of the District, the Board may grant authority to specific staff to
8 sign certain documents on behalf of the District. The Chairperson and Clerk are authorized to
9 use a facsimile signature plate or stamp.

10
11 Warrants: The Chairperson and Clerk are authorized to sign all District warrants by facsimile
12 signature on behalf of the Board.

13
14 Claim Forms: Staff employed by the District in the following designated positions are
15 authorized to certify voucher or invoice claims against or for the District:

16
17 Checks: The school principal is designated as the custodian of each school building
18 extracurricular fund account. The Superintendent is designated as the custodian of all District
19 petty cash accounts. Staff employed by the District in the following designated positions are
20 authorized to sign, on behalf of the Board, checks drawn on any specific petty cash account:

21
22 Contracts for Goods and Services and Leases: The Superintendent is authorized to sign, on
23 behalf of the Board, contracts, leases, and/or contracts for goods and services for amounts under
24 \$_____ without prior approval of the Board. The types of goods and services contracted
25 for must be preapproved by the Board.

26
27 Personnel Contracts: The Board Chairperson and Clerk are authorized to sign personnel
28 contracts and agreements of employment on behalf of the Board, by facsimile signature.

29
30 Negotiated Agreements: Negotiated agreements shall be signed for the District by the Board
31 Chairperson and the Clerk.

32
33
34
35 Policy History:

36 Adopted on:

37 Reviewed on:

38 Revised on:

2
3 **THE BOARD OF TRUSTEES**

1400

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4
5 Board Meetings

6
7 Meetings of the Board must occur at a duly called and legally conducted meeting. "Meeting" is
8 defined as the convening of a quorum of the constituent membership of the Board, whether in
9 person or by means of electronic equipment, to hear, discuss, or act upon a matter over which the
10 Board has supervision, control, jurisdiction, or advisory power.

11
12 Notice of Meetings

13
14 Unless otherwise required by law and policy, the District shall publish an agenda for each type of
15 meeting included in this policy with a minimum of 48 hour's notice to the public as follows:

16 A. If a newspaper of general circulation in the county where the District is located
17 publishes electronic notices and links to meeting agendas free of charge to the District on
18 the newspaper's website, the District shall provide the notice and agenda to the
19 newspaper to post on the newspaper's website.

20 B. If the District does not have an option to post notices and links to meeting agendas
21 free of charge, the District shall provide adequate notice of a meeting by doing at least
22 one of the following:

- 23 1. posting a link to the meeting agenda on the agency's primary website; or
24 2. posting the agenda on the social media site of the agency.

25 C. In addition to the above-noted electronic postings, the District shall post a physical
26 copy of the meeting agenda at the entrance to each school in the District and at the
27 following location in the community: _____.
28

29 Regular Meetings

30
31 Unless otherwise specified, all meetings will take place in the _____.
32 Regular meetings shall take place at _____ p.m. on the _____ of
33 each month, or at other times and places determined by a majority vote. Except for an
34 unforeseen emergency, meetings must be held in school buildings or, upon the unanimous vote
35 of the trustees, in a publicly accessible building located within the District. If regular meetings
36 are scheduled at places other than as stated above or are adjourned to times other than the regular
37 meeting time, notice of the meeting shall be made in the same manner as provided for special
38 meetings. The trustees may meet outside the boundaries of the District for collaboration or
39 cooperation on educational issues with other school boards, educational agencies, or
40 cooperatives. Adequate notice of the meeting, as well as an agenda, must be provided to the
41 public in advance. Decision making may only occur at a properly noticed meeting held within
42 the District's boundaries. When a meeting date falls on a school holiday, the meeting may take
43 place the next business day.
44

45 Budget Meetings

Between July 1 and August 10 of each year, the Clerk shall publish a notice stating the date, time, and place trustees will meet for the purpose of considering and adopting a final budget for the District, stating that the meeting of the trustees may be continued from day to day until final adoption of a District budget and that any taxpayer in the District may appear at the meeting and be heard for or against any part of the budget. This notice shall be published in the _____.

On the date and at the time and place stated in the published notice (on or before August 20), trustees shall meet to consider all budget information and any attachments required by law. The meeting may continue from day to day; however, the Board must adopt a final budget not later than August 25.

Committee Meetings

Each Board committee established under Policy 1130; each District committee with a trustee as a member; and each District committee made up of district employees, administrators, or officials deliberating on matters for report to the Board for final decision shall meet as needed in accordance with the directive issued to the committee or trustees and noticed to the public consistent with the requirements of this policy.

Special Board Meetings

Special Board meetings may be called by the Chairperson or by any two (2) trustees. A written notice of a special meeting, stating the purpose of the meeting, shall be delivered to every trustee and noticed to the public consistent with the requirements of this policy. The forty-eight-(48)-hour notice is waived in an unforeseen emergency as stated in § 20-3-322(5), MCA. Business transacted at a special meeting will be limited to that stated in the notice of the meeting.

Emergency Meetings

The 48-hour notice requirement for a special Board meeting is waived in an unforeseen emergency or to consider a violation of the student code of conduct, as defined in accordance with District policy, within a week of graduation. For the purposes of this policy, "unforeseen emergency" means a storm, fire, explosion, community disaster, insurrection, act of God, or other unforeseen destruction or impairment of school district property that affects the health and safety of the trustees, students, or district employees or the educational functions of the district.

Closed Sessions

Under Montana law, the Board may meet in closed sessions to consider matters of individual privacy. The possibility of a closed session shall be noted on the respective agenda item appearing on the public noticed published in accordance with this policy. The individual whose right of privacy will be considered during the possible closed session shall be notified in writing of the meeting. Before closing a meeting, the presiding officer must determine that the demands of individual privacy exceed the merits of public disclosure and so state publicly before going into closed session. The Board also may go into closed session to discuss a strategy to be followed with respect to litigation, when an open meeting would have a detrimental effect on the

litigating position of the District. This exception does not apply if the litigation involves only public bodies or associations as parties. Before closing a meeting for litigation purposes, the District may consult legal counsel on the appropriateness of this action. No formal action shall take place during any closed session. Closed session meeting minutes shall be completed in accordance with Policy 1420.

Legal References:	§ 2-3-103, MCA	Public participation – governor to ensure guidelines adopted
	§ 2-3-104, MCA	Requirements for compliance with notice provisions
	§ 2-3-105, MCA	Supplemental notice by radio or television
	§ 2-3-201, MCA	Legislative intent – liberal construction
	§ 2-3-202, MCA	Meeting defined
	§ 2-3-203, MCA	Meetings of public agencies and certain associations of public agencies to be open to public – exceptions
	§ 20-3-322, MCA	Meeting and quorum
	§ 20-9-115, MCA	Notice of final budget meeting
	§ 20-9-131, MCA	Final budget meeting
	10.55.701, ARM	Board of Trustees
	Chapter 396 (2023)	Revise public notice requirements
	<i>Associated Press v. Crofts</i> , 2004 MT 120	

Policy History:

Adopted on:

Reviewed on:

Revised on:

5 Records Available to Public

7 All District records, except those restricted by state and federal law, shall be available to citizens for
8 inspection at the Clerk's office.

10 Any individual may request public information from the district. The district shall make the means of
11 requesting public information accessible to all persons.

13 Upon receiving a request for public information, the district shall respond in a timely manner to the
14 requesting person by:

- 15
- 16 (a) Making the public information available for inspection and copying by the requesting person; or
 - 17 (b) Providing the requesting person with an estimate of the time it will take to fulfill the request if the
 - 18 public information cannot be readily identified and gathered and any fees that maybe charged.
- 19

20 The district may charge a fee for fulfilling a public information request. The fee may not exceed the
21 actual costs directly incident to fulfilling the request in the most cost-efficient and timely manner
22 possible. The fee must be documented. The fee may include the time required to gather public
23 information. The district may require the requesting person to pay the estimated fee prior to identifying
24 and gathering the requested public information.

25

26 The district is not required to alter or customize public information to provide it in a form specified to
27 meet the needs of the requesting person. If the district agrees to a request to customize a records request
28 response, the cost of the customization may be included in the fees charged by the district.

29

30 In accordance with § 20-9-213(1), MCA, the record of the accounting of school funds shall be open to
31 public inspection at any meeting of the trustees. A fee may be charged for any copies requested. Copies
32 will be available within a reasonable amount of time following a request.

33

34 A written copy of Board minutes shall be available to the general public within five (5) working days
35 following approval of the minutes by the Board. If requested, one (1) free copy of minutes shall be
36 provided to local media within five (5) working days following approval by the Board.

37

38 Legal References:	§ 2-6-1003, MCA	Access to Public Information
39	§ 2-6-1006, MCA	Public Information requests - fees
40	§ 20-3-323, MCA	District policy and record of acts
41	§ 20-9-213, MCA	Duties of trustees

42

43 Policy History:

44 Adopted on:

45 Reviewed on:

46 Revised on:

4
5 School Board Use of Email and Mobile Messaging

6
7 Use of email and mobile messaging by members of the Board will conform to the same standards
8 of judgment, propriety, and ethics as other forms of school board-related communication. Board
9 members will comply with the following guidelines when using e-mail and mobile messaging in
10 the conduct of Board responsibilities:

- 11
- 12 1. The Board will not use e-mail or mobile messaging as a substitute for deliberations at
13 Board meetings or for other communications or business properly confined to Board
14 meetings.
 - 15
 - 16 2. Board members will be aware that mobile messages, e-mail and e-mail attachments
17 received or prepared for use in Board business or containing information relating to
18 Board business may be regarded as public records, which may be inspected by any
19 person upon request, unless otherwise made confidential by law.
 - 20
 - 21 3. Board members will avoid reference to confidential information about employees,
22 students, or other matters in e-mail and mobile communications, because of the risk of
23 improper disclosure. Board members will comply with the same standards as school
24 employees, with regard to confidential information.
 - 25
 - 26
 - 27

28 Cross Reference: 1400 Board Meetings
29 1401 Records Available to Public

30

31 Legal Reference:	§ 2-3-103, MCA	Public participation – governor to ensure guidelines
		adopted
	§ 2-3-201, MCA	Legislative intent – liberal construction
	§ 2-3-203, MCA	Meetings of public agencies and certain associations
		of public agencies to be open to public – exceptions
	§ 20-3-322, MCA	Meeting and quorum

36
37

38 Policy History:

39 Adopted on:

40 Reviewed on:

41 Revised on:

2
3 **THE BOARD OF TRUSTEES**

1420

page 1 of 3

4
5 School Board Meeting Procedure

6
7 Agenda

8
9 The authority to set the board agenda lies with the Board Chair in consultation with board members
10 and the administration. The act of preparing the board meeting agendas can be delegated to the
11 Superintendent.

12
13 Any topics requested by Board members or members of the public must first be approved by the
14 Board Chair before being placed on the agenda. Citizens wishing to make brief comments about
15 school programs or procedures will follow the public comment procedures in district policy.

16
17 The agenda also must include a “public comment” portion to allow members of the general public to
18 comment on any public matter under the jurisdiction of the District which is not specifically listed on
19 the agenda, except that no member of the public will be allowed to comment on contested cases,
20 other adjudicative proceedings, or personnel matters. The Board Chairperson may place reasonable
21 time limits on any “public comment” period to maintain and ensure effective and efficient operations
22 of the Board. The Board shall not take any action on any matter discussed, unless the matter is
23 specifically noticed on the agenda, and the public has been allowed opportunity to comment.

24
25 Copies of the agenda for the current Board meeting, minutes of the previous Board meeting, and
26 relevant supplementary information will be prepared and distributed to each trustee at least forty-
27 eight (48) hours in advance of a Board meeting and will be available to any interested citizen at the
28 Superintendent’s office forty-eight (48) hours before a Board meeting. Agendas serving as the public
29 notice of a meeting will be posted and distributed in accordance with Policy 1400. Agendas shall
30 note the meeting will be recorded in accordance with this policy. Upon convening a meeting, the
31 Board Chair shall announce the meeting is being recorded in accordance with this policy.

32
33 Recording and Broadcast

34
35 Unless exempt as a third-class district under Section 20-6-201, MCA, and Section 20-6-301, MCA,
36 the District shall record their public meetings as described in Policy 1400 in an audio and video
37 format. The District shall make the audio and video recordings publicly available within 5 business
38 days after the meeting with a link to the recording on the District’s website. If the District does not
39 maintain a website, it shall establish and maintain a social media page and provide a link to the
40 recording on the social media page.

41
42 The audio and video recordings created in accordance with this section of the policy are not required
43 to be the official record or minutes of the meeting as detailed elsewhere in the policy. If a recording
44 is not designated as the official record or minutes, the recording may be destroyed after being
45 retained online for 1 year and will no longer be subject to the requirements of Title 2, Chapter 6, for
46 public information requests upon destruction. If a recording is designated as the official record or
47 minutes as specified in this policy, the provisions of the policy as required by Section 2-3-212, MCA,
48 shall apply.

The District is not required to disrupt or reschedule a meeting if there is a technological failure of the meeting recording. If the recording is not able to be made available on the District's website or social media site, the District shall prominently post a notice in the same manner as a notice of a public meeting under Policy 1400 and shall post a notice at all locations where the meeting recording links are available. The notice must explain the reason the meeting was not recorded and describe the steps taken to remedy the failure prior to the next meeting.

(Optional) If the District is capturing the audio or video recording of the meeting to be published as required by this section through a platform that is also broadcasting or streaming the meeting, the District shall arrange for the written commenting functionality of the platform to be engaged so citizens using the platform to observe the meeting also have the opportunity to comment in accordance with the provisions Policy 1420F. If the platform does not provide written commenting functionality, the District shall arrange for a dedicated public comment email address for citizens observing the meeting through the broadcast or stream to use to provide public comment. **(End Optional Language)**

Consent Agenda

To expedite business at its meetings, the Board approves the use of a consent agenda, which includes those items considered to be routine in nature. Any item that appears on the consent agenda may be removed by a member of the Board. Any Board member who wishes to remove an item from the consent agenda must give advance notice in a timely manner to the Superintendent. Remaining items will be voted on by a single motion. The approved motion will be recorded in the minutes, including a listing of all items appearing on the consent agenda.

Minutes

Appropriate minutes of all meetings required to be open must be kept and must be available for inspection by the public. **[(Optional)** If an audio recording of a meeting is made and designated as official, the recording constitutes the office record of the meeting. If an official recording is made, a written record of the meeting must also be made and must also include:

- Date, time, and place of the meeting;
- Presiding officer;
- Board members recorded as absent or present;
- Summary of discussion on all matters discussed (including those matters discussed during the "public comment" section), proposed, deliberated, or decided, and a record of any votes taken;
- Detailed statement of all expenditures;
- Purpose of recessing to closed session; and
- Time of adjournment.

If the minutes are recorded and designated as the official record, a log or time stamp for each main agenda item is required for the purpose of providing assistance to the public in accessing that portion of the meeting. **(end optional language)]**

1 Unofficial minutes shall be delivered to Board members in advance of the next regularly scheduled
2 meeting of the Board. Minutes need not be read publicly, provided that Board members have had an
3 opportunity to review them before adoption. A file of permanent minutes of Board meetings shall be
4 maintained in the office of the Clerk, to be made available for inspection upon request. A written
5 copy shall be made available within five (5) working days following approval by the Board.
6

7 Quorum

8

9 No business shall be transacted at any meeting of the Board unless a quorum of its members is
10 present. A majority of the full membership of the Board shall constitute a quorum, whether the
11 individuals are present physically or electronically. A majority of the quorum may pass a resolution,
12 except as provided in § 20-4-203(1), MCA, and § 20-4-401(4), MCA.
13

14 Electronic Participation

15

16 The Board may allow members to participate in meetings by telephone or other electronic means.
17 Board members may not simply vote electronically but must be connected with the meeting
18 throughout the discussion of business. If a Board member electronically joins the meeting after an
19 item of business has been opened, the remotely located member shall not participate until the next
20 item of business is opened.
21

22 If the Board allows a member to participate electronically, the member will be considered present
23 and will have his or her actual physical presence excused. The member shall be counted present for
24 purposes of convening a quorum. The Clerk will document it in the minutes, when members
25 participate in the meeting electronically.
26

27 Any Board member wishing to participate in a meeting electronically will notify the Chairperson and
28 Superintendent as early as possible. The Superintendent will arrange for the meeting to take place in
29 a location with the appropriate equipment so that Board members participating in the meeting
30 electronically may interact, and the public may observe or hear the comments made. The
31 Superintendent will take measures to verify the identity of any remotely located participants.
32

33 Meeting Conduct and Order of Business

34

35 General rules of parliamentary procedure are used for every Board meeting. *Robert's Rules of Order*
36 may be used as a guide at any meeting. The order of business shall be reflected on the agenda. The
37 use of proxy votes shall not be permitted. Voting rights are reserved to those trustees in attendance.
38 Voting shall be by acclamation or show of hands.
39

40 Rescind a Motion

41

42 A motion to rescind or cancel previous action may be made anytime by any trustee. A motion to
43 rescind must be properly noticed on the Board's agenda for the meeting. It is in order any time prior
44 to accomplishment of the underlying action addressed by the motion.
45

46 Cross Reference: 1441 Audience Participation

47
48 Legal References: § 2-3-103, MCA Public participation - governor to ensure guidelines
49 adopted

1	§ 2-3-202, MCA	Meeting defined
2	§ 2-3-212, MCA	Minutes of meetings – public inspection
3	§ 2-3-213, MCA	Recording of meetings
4	§ 20-1-212, MCA	Destruction of records by school officer
5	§ 20-3-322, MCA	Meetings and quorum
6	§ 20-3-323, MCA	District policy and record of acts
7	<i>Jones and Nash v. Missoula Co., 2006 MT2, 330 Mont 2005</i>	
8		

9 Policy History:

10 Adopted on:

11 Reviewed on:

12 Revised on:

1 _____ **School District**

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2
3 **THE BOARD OF TRUSTEES**

1420F

4
5 Notice Regarding Public Comment

6
7 Montana law requires school districts and other public agencies to include on the agenda for
8 public meetings an item allowing public comment on any public matter not otherwise
9 specifically listed on the agenda that is within the jurisdiction of the agency. The public comment
10 portion of the agenda is not the time designated to hear items that are specifically
11 listed/identified on the agenda.

12
13 For those individuals who desire to address the Board during the public comment portion of the
14 meeting, if you haven't already done so, please sign your name to the sheet and indicate the
15 general topic on which you will be commenting. The Board Chairperson will call individuals to
16 speak in the order listed on the sheet provided. Please state your name prior to beginning your
17 comment. There will be an opportunity for citizens who have not signed in to comment at the
18 conclusion of the comment period. The Board would like to remind everyone in attendance to
19 avoid violations of individual rights of privacy when providing comment. The Board is not
20 authorized to hear comments on contested cases or other adjudicative proceedings.

21
22 By law, the District cannot take any action on any matter discussed during the public comment
23 portion of the meeting as those matters are not specifically noticed on the agenda. The Board
24 may take a matter raised during the public comment period under consideration for inclusion on
25 a future agenda.

26
27 In accordance with Montana law, citizens have the right to comment on an item that is
28 specifically listed on the agenda. Citizens will be permitted to do so when the item comes up for
29 discussion and action. The board chair will indicate when the public has the opportunity to
30 comment prior to board action on a particular agenda item.

31
32 The Board Chair has the authority to manage all public comment periods and will do so in
33 accordance with state law and district policy.

34
35 Policy History:

36 Adopted on:

37 Reviewed on:

38 Revised on:

2
3 **THE BOARD OF TRUSTEES**

1425

4
5 Abstentions From Voting

6
7 Section 20-3-323(2), MCA, requires the minutes of each Board meeting to include the voting
8 records of each trustee present. As a general rule trustees should vote on all issues, unless
9 casting a vote would be a violation of law. Under Montana law, instances in which it would be
10 unlawful or inappropriate for a trustee to cast a vote on a particular issue include but are not
11 necessarily limited to situations when the Board is considering hiring the relative of a trustee.

12
13 In addition, a trustee shall be allowed to abstain from voting to avoid the appearance of
14 impropriety or the appearance of a perceived conflict. If a trustee abstains from voting, the
15 abstention should be recorded in the minutes and may include an explanation of the reasons for
16 the abstention. The Board discourages abstentions, unless the reasons are substantiated as
17 provided herein.

18

19 Legal References:	§ 2-2-105, MCA	Ethical requirements for public officers and public
		employees
	§ 2-2-121, MCA	Rules of conduct for public officers and public
		employees
	§ 2-2-302, MCA	Appointment of relative to office of trust or
		emolument unlawful – exceptions – publication of
		notice
	§ 20-1-201, MCA	School officers not to act as agents
	§ 20-3-323, MCA	District policy and record of acts
	§ 20-9-204, MCA	Conflicts of interests, letting contracts, and calling
		for bids

30

31 Policy History:

32 Adopted on:

33 Reviewed on:

34 Revised on:

2
3 **THE BOARD OF TRUSTEES**

1441

4
5 Audience Participation

6
7 The Board recognizes the value of public comment on educational issues and the importance of
8 involving members of the public in its meetings. The Board also recognizes the statutory and
9 constitutional rights of the public to participate in governmental operations. To allow fair and
10 orderly expression of public comments, the Board will permit public participation through oral or
11 written comments during the “public comment” section of the Board agenda and prior to a final
12 decision on a matter of significant interest to the public. The Chairperson may control such
13 comment to ensure an orderly progression of the meeting in the manner described in Policy
14 1420F.

15
16 Cross Reference: 1420 School Board Meeting Procedure

17
18 Legal Reference: Article II, Section 8, Montana Constitution – Right of participation
19 Article II, Section 10, Montana Constitution – Right of privacy
20 Chapter 2, Part 1, MCA Notice and Opportunity to Be Heard

21
22 Policy History:

23 Adopted on:

24 Reviewed on:

25 Revised on:

1 _____ **School District**

2
3 **THE BOARD OF TRUSTEES**

1511

4
5 Code of Ethics for School Board Members

6
7 AS A MEMBER OF MY LOCAL BOARD OF TRUSTEES, I WILL STRIVE TO IMPROVE PUBLIC
8 EDUCATION, AND TO THAT END I WILL:

9
10 Attend all regularly scheduled Board meetings insofar as possible and become informed concerning the
11 issues to be considered at those meetings;

12
13 Recognize that I should endeavor to make policy decisions only after full discussion at public Board
14 meetings;

15
16 Make all decisions based on available facts and my independent judgment and refuse to surrender that
17 judgment to individuals or special interest groups;

18
19 Encourage the free expression of opinion by all Board members and seek systematic communications
20 between the Board and students, staff, and all elements of the community;

21
22 Work with other Board members to establish effective Board policies and to delegate authority for
23 administration to the Superintendent;

24
25 Recognize and respect the responsibilities that are properly delegated to the Superintendent;

26
27 Communicate to the Superintendent expression of public reaction to Board policies, school programs, or
28 staff;

29
30 Inform myself about current educational issues, by individual study and through participation in programs
31 providing needed information, such as those sponsored by the Montana School Boards Association;

32
33 Support the employment of those persons best qualified to serve as school staff and insist on regular and
34 impartial evaluation of staff;

35
36 Avoid being placed in a position of conflict of interest and refrain from using my Board position for
37 personal or partisan gain;

38
39 Avoid compromising the Board or administration by inappropriate individual action or comments and
40 respect the confidentiality of information that is privileged under applicable law;

41
42 Remember always that my first and greatest concern must be the educational welfare of students
43 attending public schools.

44
45 Policy History:

46 Adopted on:

47 Reviewed on:

48 Revised on:

1 _____ **School District**

2
3 **THE BOARD OF TRUSTEES**

1512
page 1 of 2

4
5 Conflict of Interest

6
7 A trustee may not:

- 8
9 1. Engage in a substantial financial transaction for the trustee's private business purpose,
10 with a person whom the trustee inspects or supervises in the course of official duties.
11
12 2. Perform an official act directly and substantially affecting, to its economic benefit, a
13 business or other undertaking in which the trustee either has a substantial financial
14 interest or is engaged as counsel, consultant, representative, or agent.
15
16 3. Act as an agent or solicitor in the sale or supply of goods or services to a district.
17
18 4. Have a pecuniary interest, directly or indirectly, in any contract made by the Board, when
19 the trustee has more than a ten percent (10%) interest in the corporation. A contract does
20 not include: 1) merchandise sold to the highest bidder at public auctions; 2) investments
21 or deposits in financial institutions that are in the business of loaning or receiving money,
22 when such investments or deposits are made on a rotating or ratable basis among
23 financial institutions in the community or when there is only one (1) financial institution
24 in the community; or 3) contracts for professional services other than salaried services or
25 for maintenance or repair services or supplies when the services or supplies are not
26 reasonably available from other sources, if the interest of any Board member and a
27 determination of such lack of availability are entered in the minutes of the Board meeting
28 at which the contract is considered.
29
30 5. Be employed in any capacity by the District, with the exception of officiating at athletic
31 competitions under the auspices of the Montana Officials Association.
32
33 6. Perform an official act directly and substantially affecting a business or other
34 undertaking to its economic detriment when the officer or employee has a substantial
35 personal interest in a competing firm or undertaking.
36
37 7. Appoint or renew to a position of trust or emolument any person related or connected by
38 consanguinity within the fourth (4th) degree or by affinity within the second (2nd) degree.
39
40 a. This prohibition does not apply to the issuance of an employment contract to a
41 person as a substitute teacher who is not employed as a substitute teacher for more
42 than thirty (30) consecutive school days.
43 b. This prohibition does not apply to the renewal of an employment contract of a
44 tenured teacher or classified employee employed without a written contract for a
45 specific term related to a Board member, who was initially hired before the Board
46 member assumed the trustee position.

- 1
2
3
4 c. This prohibition does not apply if trustees comply with the following
5 requirements: 1) **All trustees**, except the trustee related to the person to be
6 employed or appointed, vote to employ the related person; 2) the trustee related to
7 the person to be employed abstains from voting; and 3) the trustees give fifteen
8 (15) days written notice of the time and place of their intended action in a
9 newspaper of general circulation in the county where the school is located.

10
11 Legal Reference: Section 20-9-204, MCA – Conflicts of Interest
12 Section 20-1-201, MCA – School Officials not to Act as Agents
13 Section 2-2-302, MCA - Nepotism
14 Section 2-2-103, MCA – Public Trust
15 Section 2-2-104, MCA – Rules of Conduct
16 Section 2-2-105, MCA – Ethical Requirements
17 Section 2-2-121, MCA – Rules of Conduct
18

19 Policy History:

20 Adopted on:

21 Reviewed on:

22 Revised on:

_____ School District

THE BOARD OF TRUSTEES

1512F

Page 1 of 2

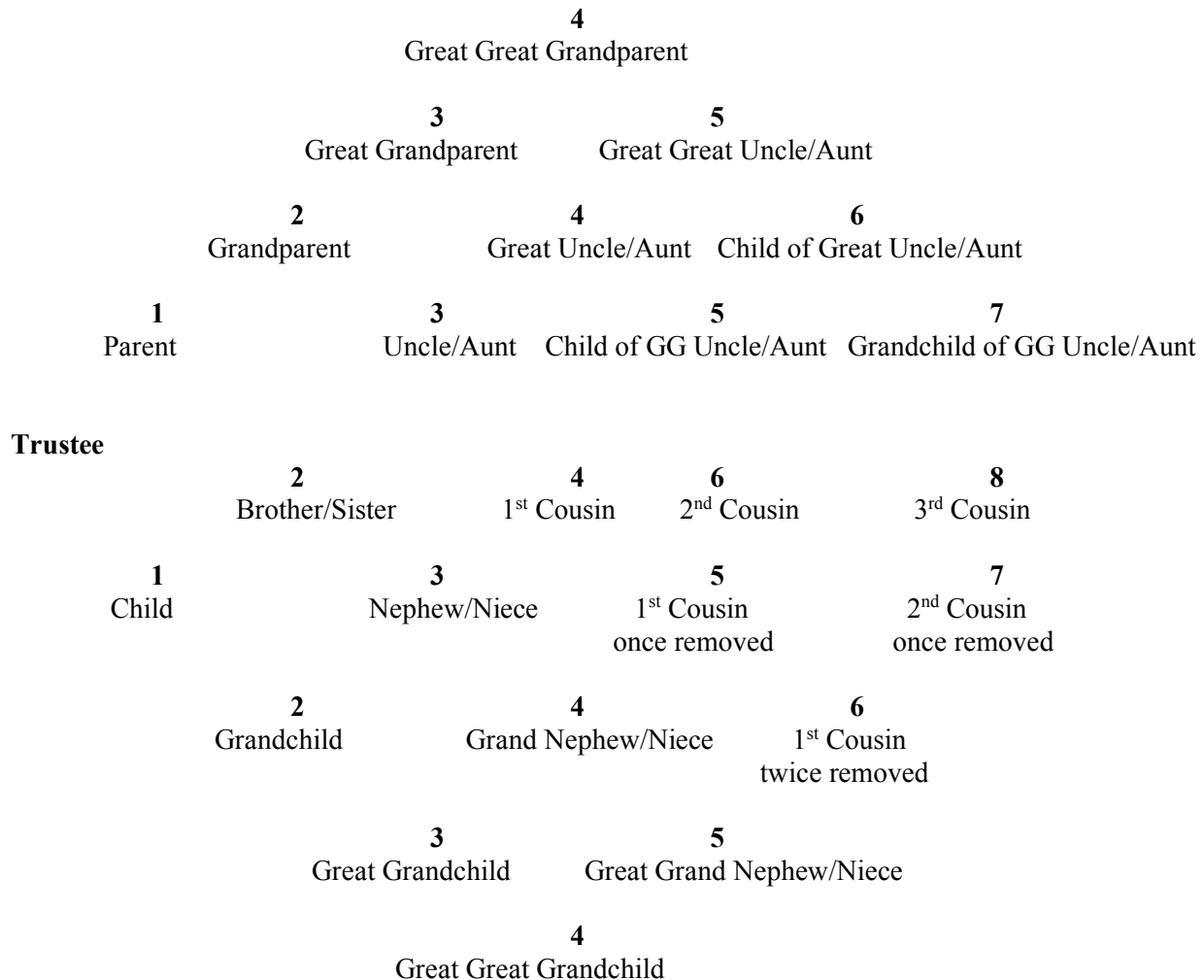
Relationships Defined and Chart

Definitions

Affinity is the legal relationship arising as the result of marriage. Relationship by affinity terminates upon the death of one of the spouses or other dissolution of marriage, except when the marriage has resulted in issue still living.

Consanguinity is a relationship by blood relation. Relationship by consanguinity is confirmed by being descended from the same ancestor. Kinship determined by consanguinity may not be terminated.

Degrees of Consanguinity



Degrees of Affinity

			3 Great Grandparent-in-law or Step Great Grandparent
		2 Grandparent-in-law or Step Grandparent	
	1 Father/Mother-in-law or Step Parent		3 Uncle/Aunt-in-law Or Step Uncle/Aunt
Trustee	1 Spouse	2 Brother/Sister-in-law Or Step Sibling	
	1 Step Child or Son/Daughter-in-law		3 Nephew/Niece-in-law or Step Nephew/Niece
		2 Step Grandchild or Grandchild-in-law	
			3 Step Great Grandchild or Great Grandchild-in-law

Policy History:
Adopted on:
Reviewed on:
Revised on:

THE BOARD OF TRUSTEES

1513

Management Rights

The Board retains the right to operate and manage its affairs in such areas as but not limited to:

1. Direct employees;
2. Employ, dismiss, promote, transfer, assign, and retain employees;
3. Relieve employees from duties because of lack of work or funds under conditions where continuation of such work would be inefficient and nonproductive;
4. Maintain the efficiency of District operations;
5. Determine the methods, means, job classifications, and personnel by which District operations are to be conducted;
6. Take whatever actions may be necessary to carry out the missions of the District in situations of emergency;
7. Establish the methods and processes by which work is performed.

The Board reserves all other rights, statutory and inherent, as provided by state law.

The Board also reserves the right to delegate authority to the Superintendent for the ongoing direction of all District programs.

Cross Reference: 6110 Superintendent

Legal Reference: § 20-3-324, MCA Powers and duties
§ 39-31-303, MCA Management rights of public employers
Bonner School District No. 14 v. Bonner Education Association,
MEA-MFT, NEA, AFT, AFL-CIO, (2008), 2008 MT 9

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

2
3 **THE BOARD OF TRUSTEES**

1520

4
5 Board/Staff Communications

6 Every reasonable means of communication is encouraged throughout the education community.
7 Nevertheless, an organization must maintain some order and structure to promote efficient and
8 effective communications.
9

10 Staff Communications to the Board

11 All official communications or reports to the Board, from supervisors, teachers, or other staff
12 members, shall be submitted through the Superintendent in accordance with the District
13 organizational chart adopted in accordance with Policy 6121. This procedure shall not deny any
14 staff member the right to appeal to the Board from administrative decisions, provided that the
15 Superintendent shall have been notified of the forthcoming appeal and that it is processed
16 according to the applicable procedures for complaints and grievances.
17

18 The provision does not limit or restrict employees from engaging in public comment during
19 Board meetings as permitted by Montana law. Staff are authorized to raise concerns about
20 potential violations of District policy and applicable laws with the Board of Trustees through the
21 procedures and protections established by Policy 1700, Policy 5012, Policy 5015, and Policy
22 5125.
23

24 Board Communications to Staff

25 All official communications, policies, and directives of staff interest and concern will be
26 communicated to staff members through the Superintendent in accordance with the District
27 organizational chart adopted in accordance with Policy 6121. The Superintendent will employ
28 all such media as are appropriate to keep staff fully informed of Board concerns and actions.
29

30 Visits to Schools

31 In accordance with Montana statutes, trustees shall visit every school of the District at least once
32 each school fiscal year to examine its condition and needs. These visits are conducted with the
33 entire Board or committees of the Board. Individual Board members interested in visiting
34 schools without other Trustees shall request a visitation through the Board and Superintendent.
35 If the request for an individual visit is approved by the Board, the Superintendent shall
36 coordinate the requested visit with the principal of school. Such visits shall be regarded as
37 informal expressions of interest in school affairs and not as “inspections” or visits for
38 supervisory, evaluative or administrative purposes.
39

40 Social Interaction

41 Staff and Board members share a keen interest in schools and education. When they meet at
42 social affairs and other functions, informal discussion about such matters as educational trends,
43 issues, innovations and general District problems can be anticipated and are permitted. Official
44 complaints, concerns, and communication shall be redirected and handled through the formal
45 processes outlined in this policy.
46

1	Cross Reference:	1700	Uniform Complaint Procedure
2		5012	Sexual Harrassment
3		5015	Bullying, Intimidation, and Harassment
4		5125	Whistleblowing
5		6121	District Organization
6			
7	Legal Reference:	§ 20-3-324(21), MCA	Powers and duties
8		§ 2-3-103, MCA	Public Participation
9			
10	<u>Policy History:</u>		
11	Adopted on:		
12	Revised on:		

THE BOARD OF TRUSTEES

1521

Board-Superintendent Relationship

The Board-Superintendent relationship is based on mutual respect for their complementary roles. The relationship requires clear communication of expectations regarding the duties and responsibilities of both the Board and the Superintendent.

The Board hires, evaluates, and seeks the recommendations of the Superintendent as the District chief executive officer. The Board adopts policies necessary to provide the general direction for the District and to encourage achievement of District goals. The Superintendent develops plans, programs, and procedures needed to implement the policies and directs the District's day-to-day operations.

Cross Reference: 6110 Superintendent

Legal Reference:	§ 20-4-401, MCA	Appointment and dismissal of district superintendent or county high school principal
	§ 20-4-402, MCA	Duties of district superintendent or county high school principal

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

3 THE BOARD OF TRUSTEES

1531

5 Trustee Expenses

7 Expenses for Board Members - In-District

9 The members of the trustees of any district may not receive compensation for their services as trustees.
0 The members of the trustees who reside over 3 miles from the trustees' meeting place must be reimbursed
1 at the rate as provided in 2-18-503 for every mile necessarily traveled between their residence and the
2 meeting place and return in attending the regular and special meetings of the trustees, and all trustees
3 must be similarly reimbursed for meetings called by the county superintendent. The travel reimbursement
4 may be accumulated during the school fiscal year and paid at the end of the fiscal year, at the discretion of
5 each trustee.

7 A trustee is entitled to collect mileage at a rate equal to the mileage allotment allowed by the United
8 States internal revenue service for the current year for the first 1,000 miles and 3 cents less per mile for all
9 additional miles traveled within a given calendar month.

1 A trustee must file a reimbursement for mileage form, prior to July 1 of each year, requesting
2 reimbursement for the fiscal year. The form may be obtained from the District Clerk/Business Manager.

24 Expenses for Board Members at Out-of-District Meetings

6 Trustees normally attend workshops, training institutes, and conferences at both the state and national
7 levels. The District will pay all legitimate costs for trustees to attend out-of-District meetings, at
8 established rates for reimbursement set by the District:

1. Transportation as approved by the Board;
2. On-site transportation during the course of the meeting, i.e., bus, taxi, or rental car;
3. Hotel or motel costs for trustee, as necessary;
4. Food costs as necessary;
5. Telephone services for necessary communications with business or family, resulting from the trustee being away from _____;
6. Incidental expenditures for tips and other necessary costs attributable to the trustee's attendance at a meeting; however, the District will not reimburse or pay for such items as liquor, expenses of a spouse, separate entertainment, or other unnecessary expenditures.

11	Cross Reference:	7336	Travel Allowances and Expenses
12		1531F	Mileage reimbursement form

4	Legal Reference:	§2-18-503, MCA	Mileage - allowance
5		§20-3-311, MCA	Trustee reimbursement and compensation of
6			secretary for joint board.

47 Policy History:

48 Adopted on:

49 Reviewed on:

Revised on:

_____ SCHOOL DISTRICT
TRUSTEE MILEAGE REIMBURSEMENT FORM 1531F

A trustee, who resides over 3 miles from the trustees' meeting place, is entitled to collect mileage at a rate equal to the mileage allotment allowed by the United States internal revenue service for the current year for the first 1,000 miles and 3 cents less per mile for all additional miles traveled within a given calendar month for every mile necessarily traveled between their residence and the meeting place and return in attending the regular and special meetings of the trustees.

Year: July 1, 20__ to June 30, 20__

I, _____, Trustee of the _____ School District, hereby request mileage reimbursement for attending regular and special meetings of the Board of Trustees.

I understand the District Clerk/Business Manager will keep a log of the regular and special meetings I attend throughout the school year and reimburse me as provided in 2-18-503, MCA.

I understand I will be reimbursed _____ in January and June
_____ in June

Trustee

Date

1 _____ **School District**

2
3 **THE BOARD OF TRUSTEES**

1532

4
5 Trustee Insurance

6
7 The District shall maintain sufficient insurance to protect the Board and its individual members
8 against liability arising from actions of the Board or its individual members while each is acting
9 on behalf of the District and within the trustee's authority.

10
11 An additional trustee, as provided for in 20-3-352(2), who is chosen as a nonvoting chairperson
12 of the board of an elementary district is entitled to all of the immunization, defenses, and
13 indemnifications as described in 20-3-322, MCA.

14
15 Legal References: § 20-3-331, MCA Purchase of insurance – self-insurance plan
16 § 20-3-332, MCA Personal immunity of trustees
17 § 20-3-352(2), MCA Request and determination of number of high
18 school district additional trustee positions –
19 nonvoting trustee
20

21 Policy History:

22 Adopted on:

23 Reviewed on:

24 Revised on:

THE BOARD OF TRUSTEES

1610

Goals and Objectives

Each year, the Board will formulate or review the goals of the District that reflect the district's strategic plan of education. At the conclusion of each school year, the Administrator shall report to the Board information which reflects the accomplishments towards the goals of the District.

The Chairperson may appoint a committee of the Board, to include the District Administrator to annually review the goals and report to the Board.

Integrated Action Plan

The Board shall develop, with stakeholder input, an integrated strategic action plan to which the district graduate profile is aligned. The Board shall implement, monitor, and evaluate the District action plan and make the plan publicly available on the District website. The District plan shall be updated at least every three years based on a comprehensive needs assessment with meaningful stakeholder input and feedback that comply, at a minimum, with Policies 1400 and 1420. The plan must clarify what specific steps must be taken to achieve the district graduate profile and reflect a continuous improvement process.

The integrated action plan shall include:

(a) a school district graduate profile as defined in 10.55.602 ARM and consistent with Policy 2410P;

(b) the school district's educational goals consistent with Policy 2000;

(c) a description of planned progress toward implementing all content and program area standards consistent with Policy 2110 and Policy 2120;

(d) a description of strategies for assessing student progress toward meeting all content standards consistent with Policy 2120;

(e) a professional development component consistent with Policy 5121;

(f) a description of how the district will meet programmatic requirements of state and federal grants;

(g) a description of strategies for addressing the needs of gifted and talented students consistent with Policy 2166, children with disabilities consistent with Policy 2161 and Policy 2162, English learner students consistent with Policy 2500, and at-risk students as defined in 20-1-101, MCA and served by Policy 3610.

The District shall report and submit their adopted integrated strategic action plan to the Superintendent of Public Instruction.

1		
2	Cross Reference:	MTSBA Strategic Governance Policy Series – 1000SG
3		Policy 2410P Graduation
4		Policy 2000 Goals
5		Policy 2110 Objectives
6		Policy 2120 Curriculum and Assessment
7		Policy 2161 Section 504
8		Policy 2162 Special Education
9		Policy 2166 Gifted and Talented
10		Policy 2500 English Learners
11		Policy 3610 At Risk Student Programs
12		Policy 5121 Professional Development
13		
14		
15	Legal Reference:	Section 20-1-101, MCA Definitions
16		10.55.701(2)(a), ARM Board of Trustees
17		10.55.601, ARM Accreditation Standards: Procedures
18		10.55.602, ARM Definitions
19		10.55.603, ARM Curriculum and Assessment
20		10.55.714, ARM Professional Development
21		10.55.804, ARM Gifted and Talented
22		10.55.805, ARM Children with Disabilities
23		10.55.806, ARM English Learners
24		
25		
26		
27	<u>Policy History:</u>	
28	Adopted on:	
29	Reviewed on:	
30	Revised on:	

1 _____ **School District**

2
3 **THE BOARD OF TRUSTEES**

1620

4
5 Evaluation of Board

6
7 At the conclusion of each year, the Board may evaluate its own performance in terms of
8 generally accepted principles of successful Board operations.

9
10 The Board may choose to evaluate the effectiveness of the processes it employs in carrying out
11 the responsibilities of the District. Those processes include but are not limited to: team building,
12 decision making, functions planning, communications, motivation, influence, and policy.

13
14
15
16 Policy History:

17 Adopted on:

18 Reviewed on:

19 Revised on:

1 _____ **School District**

2
3 **THE BOARD OF TRUSTEES**

1621

4
5 In-Service Conference for Trustees

6
7 In keeping with the need for continued boardsmanship development, the Board encourages the
8 participation of its members at appropriate Board conferences, workshops, conventions, and
9 District-sponsored in-service training sessions. Funds for participation at such meetings will be
10 budgeted on an annual basis.
11
12
13

14 Policy History:

15 Adopted on:

16 Reviewed on:

17 Revised on:

School District

THE BOARD OF TRUSTEES

1630

Utilization of Montana School Boards Association

The Board is a dues-paying member of the Montana School Boards Association (MTSBA). Since the Association provides a variety of dues-based benefits and services in response to members' needs and develops and implements a legislative program at the direction of its members, Board members are encouraged to participate in the governance and dues-based services of the Association.

Given the complex nature of both state and federal laws applicable to school districts and the vast resources available through MTSBA to assist our school district as a member, it is essential to the governance and operations of our District that the Board of Trustees and administration take advantage of the dues-based services available through MTSBA on legal, policy, human resource, collective bargaining, training, advocacy and other issues that impact and affect our District.

Therefore the Board of Trustees directs trustees and the administration to maximize the value of our membership dues through use of the dues-based services available through MTSBA on routine legal matters, policy issues, collective bargaining matters, human resource, training and advocacy matters. Prior approval from the Board is required prior to expending District funds on services that are otherwise available through MTSBA without a charge beyond dues.

Legal Reference: § 20-1-211, MCA Expenses of officers or employees attending conventions – education associations

Policy History:

Adopted on:

Reviewed on:

Revised on:

2
3 **ADMINISTRATION**

1635

4
5 Internships

6
7 Internship means an agreement between a fully licensed Class 1, 2, or 3 educators, the school
8 district, and a Montana accredited educator preparation program. Internships are permitted in
9 endorsement areas approved by the Board of Public Education.

10
11 The Board recognizes the need to provide training opportunities for prospective teachers and
12 administrators. Internships for those in the process of acquiring teaching endorsements and/or
13 administrative credentials shall be considered and approved on an individual basis. The
14 Superintendent or designee involved will review the internship proposal with the candidate and
15 the university representative, much in the same manner as student teachers are assigned.

16
17 As part of an internship agreement, the parties must agree to the following:

- 18
19 (a) the intern will complete the requirements for the appropriate endorsement within three years;
20 (b) the school district will provide local supervision and support of the intern; and
21 (c) the accredited educator preparation program will approve the coursework and provide support
22 and periodic supervision.

23
24 A superintendent intern shall be supervised throughout the year by a licensed and endorsed
25 superintendent contracted by the district, including participation in, and review of, and written
26 concurrence in all performance evaluations of licensed staff completed by the intern.

27
28 An emergency authorization of employment granted by the Superintendent of Public Instruction
29 pursuant to §20-4-111, MCA is not a license; therefore is not eligible for an internship.

30
31 Legal Reference: § 20-4-111, MCA Emergency authorization of employment
32 ARM 10.55.602 Definitions
33 ARM 10.55.607 Internships
34 ARM 10.55.702 Licensure and duties of District
35 Administrator – District Superintendent
36 ARM 10.57.412 Class 1 and 2 Endorsements
37 ARM 10.57.413 Class 3 Administrative License

38
39
40 Policy History:

41 Adopted on:

42 Reviewed on:

43 Revised on:

1 _____ **School District**

2
3 **THE BOARD OF TRUSTEES**

1640

4
5 Board Participation in Activities

6
7 Members of the Board, collectively and individually, are encouraged to attend school activities,
8 social functions, and instructional programs at no cost to the trustees, in order to view and
9 observe such functions in operation. Attendance at such programs as musical presentations,
10 speech activities, clubs, dramatic productions, and athletic events, indicates interest in school
11 affairs and provides opportunity for more comprehensive understanding of the total school
12 program. Administration will provide appropriate communications to trustees to keep them
13 informed about activities they may wish to attend.
14

15
16
17 Policy History:

18 Adopted on:

19 Reviewed on:

20 Revised on:

THE BOARD OF TRUSTEES

1650

Public Charter Schools

The Board of Trustees may submit an application in response to a request for proposal from the Board of Public Education to establish a public charter school consistent with Montana law. Any application for a public charter school submitted under this provision shall be consistent with the mission and vision of the District as specified in the strategic plan for continuous improvement adopted by the Board of Trustees.

Requests for Creation of School or Program

The Board of Trustees shall review any request from an individual or entity unaffiliated with the District to create a school or program within the District to determine if the requested school or program is currently addressed by District operations or meets the mission and vision of the District as specified in the strategic plan for continuous improvement. The Board is authorized to refer the request to a committee established in accordance with Policy 1130 for hearing and consideration with a report to the full Board. Any meeting conducted for the purposes of considering a request to create a school or program shall be held in open session in accordance with Policy 1400.

The Board is authorized to respond to a request to create a school or program within the District by stating the requested school or program is currently offered by the District or by granting or denying the request. If the requested school or program is currently offered by the District, the Board will outline how the school or program operates and how students may access the school or program. If the Board grants the request, it shall set a documented timeline for implementing the school or program consistent with District operations. If the Board of Trustees declines the request to create the school or program, it shall document for future reference the reasons the request is inconsistent with the mission and vision of the District as specified in the strategic plan for continuous improvement. Any request previously declined by the Board of Trustees may be reconsidered at a future meeting.

Cross Reference: MTSBA Strategic Governance Policy Series – 1000SG

Legal Reference: Title 20, Chapter 6, MCA - Montana Public Charter Schools Act
Chapter 510 Montana Public Charter Schools Act
10.55.608 ARM Charter School Application

Policy History:

Adopted on:

Reviewed on:

Revised on:

2
3 **THE BOARD OF TRUSTEES**

1700

Page 1 of 3

4
5 Uniform Complaint Procedure

6
7 The Board establishes this Uniform Complaint Procedure as a means to address complaints
8 arising within the District. This Uniform Complaint Procedure is intended to be used for all
9 complaints except those governed by a specific process in state or federal law that supersedes
10 this process or collective bargaining agreement. Matters covered by a collective bargaining
11 agreement will be reviewed in accordance with the terms of the applicable agreement.
12

13 This grievance procedure shall be made available on the District's website and the location of
14 which shall be included in all handbooks issued by the District.
15

16 The District requests individuals to use this complaint procedure to resolve concerns within the
17 District when an individual believes the Board or its employees or agents have violated the
18 individual's rights under state or federal law or Board policy. Complaints against a building
19 administrator shall be filed with the Superintendent. Complaints against the Superintendent or
20 District administrator shall be filed with the Board. Attempts to bypass this Uniform Complaint
21 Procedure at any of its Levels shall be redirected by District officials at the appropriate Level.
22

23 The District will seek to respond to and resolve complaints without resorting to this formal
24 complaint procedure and, when a complaint is filed, to address the complaint promptly and
25 equitably. The right of a person to prompt and equitable resolution of a complaint filed hereunder
26 will not be impaired by a person's pursuit of other remedies. Use of this complaint procedure is
27 not a prerequisite to pursue other remedies and use of this complaint procedure does not extend
28 any filing deadline related to pursuit of other remedies.
29

30 Deadlines requiring District action in this procedure may be extended for reasons related but not
31 limited to the District's retention of legal counsel and District investigatory procedures.
32

33 Level 1: Informal

34
35 An individual with a complaint should first attempt discuss it with the appropriate employee or
36 building administrator with the objective of resolving the matter promptly and informally in
37 accordance with requirements of Policy 2158. If such resolution is not possible, the individual
38 may choose to file a formal written complaint in accordance with specifications at Level 2. An
39 exception to attempts at informal resolution is that a complaint of sexual harassment should be
40 discussed directly with an administrator not involved in the alleged harassment.
41

42 Level 2: Building Administrator

43
44 When a complaint has not been or cannot be resolved at Level 1, an individual may file a signed
45 and dated written complaint stating: (1) the nature of the complaint, including the complaining
46 individual's position to assert legal rights; (2) a description of the event or incident giving rise to

1 the complaint, including any school personnel involved; and (3) the remedy or resolution
2 requested. The written complaint must be filed within thirty (30) calendar days of the event or
3 incident or from the date an individual could reasonably become aware of such event or incident.
4 The applicability of the deadline is subject to review by the Superintendent to ensure the intent of
5 this uniform complaint procedure is honored.

6
7 When a complaint alleges violation of Board policy or procedure, the building administrator will
8 investigate and attempt to resolve the complaint. The administrator will respond in writing to the
9 complaint, within thirty (30) calendar days of the administrator's receipt of the complaint.

10
11 If the complainant has reason to believe the administrator's decision was made in error, the
12 complainant may request, in writing, that the Superintendent review the
13 administrator's decision. (See Level 3.) This request must be submitted to the Superintendent
14 within fifteen (15) calendar days of the administrator's decision.

15
16 When a complaint alleges sexual harassment or a violation of Title IX of the Education
17 Amendments of 1972 (the Civil Rights Act), Title II of the Americans with Disabilities Act of
18 1990, or Section 504 of the Rehabilitation Act of 1973, the Administrator shall turn the
19 complaint over to the applicable District nondiscrimination coordinator. The coordinator shall
20 ensure an investigation is completed in accordance with the applicable procedure. In the case of
21 a sexual harassment or Title IX complaint the applicable investigation and appeal procedure is
22 Policy 3225P or 5012P. In the case of a disability complaint, the coordinator shall complete an
23 investigation and file a report and recommendation with the Administrator for decision. Appeal
24 of a decision in a disability complaint will be handled in accordance with this policy.

25 26 Level 3: Superintendent

27
28 If the complainant appeals the administrator's decision provided for in Level 2, the
29 Superintendent will review the complaint and the administrator's decision. The Superintendent
30 will respond in writing to the appeal, within thirty (30) calendar days of the Superintendent's
31 receipt of the written appeal. In responding to the appeal, the Superintendent may: (1) meet with
32 the parties involved in the complaint; (2) conduct a separate or supplementary investigation; (3)
33 engage an outside investigator or other District employees to assist with the appeal; and/or (4)
34 take other steps appropriate or helpful in resolving the complaint.

35
36 If the complainant has reason to believe the Superintendent's decision was made in error, the
37 complainant may request, in writing, that the Board consider an appeal of the Superintendent's
38 decision. (See Level 4.) This request must be submitted in writing to the Superintendent, within
39 fifteen (15) calendar days of the Superintendent's written response to the complaint, for
40 transmission to the Board.

41 42 Level 4: The Board

43
44 Upon written appeal of a complaint alleging a violation the individual's rights under state or
45 federal law or Board policy upon which the Board of Trustees has authority to remedy, the Board
46 may consider the Superintendent's decision in Level 2 or 3. Upon receipt of written request for

1 appeal, the Chair will either: (1) place the appeal on the agenda of a regular or special Board
2 meeting, (2) appoint an appeals panel of not less than three trustees to hear the appeal and make
3 a recommendation to the Board, or (3) respond to the complaint with an explanation of why the
4 appeal will not be heard by the Board of Trustees in accordance with this policy. If the Chair
5 appoints a panel to consider the appeal, the panel will meet to consider the appeal and then make
6 written recommendation to the full Board. The Board will report its decision on the appeal, in
7 writing, to all parties, within thirty (30) calendar days of the Board meeting at which the Board
8 considered the appeal or the recommendation of the panel. A decision of the Board is final,
9 unless it is appealed pursuant to Montana law within the period provided by law.

10
11 Cross Reference: 3210 - Equal Educational Opportunity and Nondiscrimination
12 5010 - Equal Employment Opportunity and Nondiscrimination
13 3225-3225P – Sexual Harassment of Students
14 5012-5012P – Sexual Harassment of Employees
15

16 Legal Reference: Title IX of the Education Amendments of 1972 (Civil Rights Act)
17 Title II of the Americans with Disabilities Act of 1990
18 § 504 of the Rehabilitation Act of 1973
19 20-3-323, MCA District policy and record of acts.
20 Chapter 305 (2023) Require trustees to adopt a grievance policy
21

22 Policy History:

23 Adoption on:

24 Revised on:

25 Revised on:

R = required

SCHOOL DISTRICT

**2000 SERIES
INSTRUCTION**

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2500	English Language Learner Program
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2
3 **INSTRUCTION**

2000

4
5 Goals

6
7 The District's educational program will seek to provide an opportunity for each child to develop
8 to his or her maximum potential. The objectives for the educational program are:

- 9
10 • To foster self-discovery, self-awareness, and self-discipline.
11 • To develop an awareness of and appreciation for cultural diversity.
12 • To stimulate intellectual curiosity and growth.
13 • To provide fundamental career concepts and skills.
14 • To help the student develop sensitivity to the needs and values of others and respect for
15 individual and group differences.
16 • To help each student strive for excellence and instill a desire to reach the limit of his or
17 her potential.
18 • To develop the fundamental skills which will provide a basis for lifelong learning.
19 • To be free of any sexual, cultural, ethnic, or religious bias.
20

21 The administrative staff is responsible for apprising the Board of the educational program's
22 current and future status. The Superintendent should prepare an annual report that includes:
23

- 24 • A review and evaluation of the present curriculum;
25 • A projection of curriculum and resource needs;
26 • An evaluation of, and plan to eliminate, any sexual, cultural, ethnic, or religious bias that
27 may be present in the curriculum or instructional materials and methods;
28 • A plan for new or revised instructional program implementations; and
29 • A review of present and future facility needs.
30
31
32

33 Legal Reference: 10.55.701, ARM Board of Trustees
34

35 Policy History:

36 Adopted on:

37 Reviewed on:

38 Revised on:

1 _____ **School District**

2
3 **INSTRUCTION**

2050

4
5 Student Instruction

6
7 The School District has adopted the protocols outlined in this policy to ensure the delivery of
8 education services to students onsite at the school, offsite at other locations using available
9 resources. The District administration or designated personnel are authorized to implement this
10 policy.

11
12 As outlined in District Policy 2100, and except for students determined by the School District to
13 be proficient using School District assessments, the adopted calendar has a minimum number of
14 360 hours for a half-time kindergarten program; 720 aggregate instructional hours for students in
15 full-time kindergarten through third grade; 1,080 hours for students in fourth through eleventh
16 grade and 1,050 hours for students in twelfth grade. Students enrolled on a part-time basis will
17 have ANB calculated consistent with Policy 3121 and Policy 3150.

18
19 The School District may satisfy the aggregate number of hours through any combination of
20 onsite, offsite, and online instruction. The District administration is directed to ensure that all
21 students are offered access to the complete range of educational programs and services for the
22 education program required by the accreditation standards adopted by the Montana Board of
23 Public Education.

24
25 For the purposes of this policy and the School District's calculation of ANB under Policy 3121
26 and "aggregate hours of instruction" within the meaning of that term in Montana law, the term
27 "instruction" shall be construed as being synonymous with and in support of the broader goals of
28 "learning" and full development of educational potential as set forth in Article X, section 1 of the
29 Montana Constitution. Instruction includes innovative teaching strategies that focus on student
30 engagement for the purposes of developing a students' interests, passions, and strengths. The
31 term instruction shall include any directed, distributive, collaborative and/or experiential learning
32 activity provided, supervised, guided, facilitated, work based, or coordinated by the teacher of
33 record in a given course that is done purposely to achieve content proficiency and facilitate the
34 learning of, acquisition of knowledge, skills and abilities by, and to otherwise fulfill the full
35 educational potential of each child.

36
37 Staff shall calculate the number of hours students have received instruction as defined in this
38 policy and Policy 3121 through a combined calculation of services received onsite at the school
39 or services provided or accessed at offsite or online instructional settings including, but not
40 limited to, any combination of physical instructional packets, virtual or electronic based course
41 meetings and assignments, self-directed or parent-assisted learning opportunities, and other
42 educational efforts undertaken by the staff and students that can be given for grade or credit.
43 Staff shall report completed hours of instruction as defined in this policy to the supervising
44 teacher, building principal, or district administrator for final calculation.

1 In order to comply with the requirements of the calendar, District Policy and Section 20-1-301,
2 MCA, the District shall implement the instructional schedules and methods identified in this
3 policy.

4 5 Remote Instruction Delivered by District Staff

6
7 The Board of Trustees authorizes remote instruction of students by District staff in a manner that
8 satisfies the aggregate number of instructional hours outlined in the District's adopted or revised
9 calendar for a school year. Remote instruction is pupil instruction that occurs through virtual
10 learning processes incorporating distance and online learning methods that best prepare pupils to
11 meet desired learning outcomes. Remote instruction shall include a complete range of
12 educational services offered by the District and shall comply with the requirements of applicable
13 statutes. Students completing course work through an remote instructional setting shall be treated
14 in and have their hours of instruction calculated in the same manner as students attending an
15 onsite institutional setting.

16
17 Remote instruction is available to students:

- 18
19 1. meeting the residency requirements for that district as provided in 1-1-215;
20 2. living in the district and eligible for educational services under the Individuals With
21 Disabilities Education Act or under 29 U.S.C. 794; or
22 3. seeking remote instruction in the nearest district when the pupil's district of residence
23 does not provide remote or in-person instruction in an equivalent course. A course is not
24 equivalent if the course does not provide the same level of advantage on successful
25 completion, including but not limited to dual credit, advanced placement, and career
26 certification. The District is not required to provide remote instruction to a nonresident
27 student if, because of class size restrictions, the accreditation of the school would be
28 adversely impacted by providing remote instruction to the pupil.

29
30 Equivalency is defined by providing the same level of advantage on successful completion as
31 provided in law. The superintendent or designee is authorized to collaborate with the student's
32 district of residence on the question of equivalency, review course offerings and policies of the
33 requesting student's district of residence to complete the comparison, and report to the Board of
34 Trustees. In the event the student's district of residence asserts in writing its course offerings are
35 equivalent to the District's, the Board of Trustees shall not enroll the student.

36
37 A school of a district providing remote instruction shall provide remote instruction to an out-of-
38 district pupil under number 3 above unless, because of class size restrictions, the accreditation of
39 the school would be adversely impacted by providing remote instruction to the pupil.

40
41 The Board of Trustees authorizes the supervising teacher or district administrator to permit
42 students to utilize remote instruction by delivered by District staff when circumstances require.
43 Inquiries about correspondence courses shall be governed by Policy 2167, distance learning
44 provided by non-District staff shall be governed by Policy 2168, and Montana Digital Academy
45 shall be governed by Policy 2170.

Offsite Instruction

Offsite instructional setting is an instructional setting that is an extension of a school of the district, located apart from the school, but within the boundaries of the district, where a school district provides for in-person pupil instruction to a student who is enrolled in the district. The Board of Trustees authorizes the supervising teacher or district administrator to utilize an offsite instructional setting at when circumstances require consistent with Board of Public Education standards. Inquiries about correspondence courses shall be governed by Policy 2167, distance learning provided by non-District staff shall be governed by Policy 2168, and Montana Digital Academy shall be governed by Policy 2170.

Proficiency-Based Learning

The Board of Trustees authorizes proficiency-based learning and ANB calculation in situations when a student demonstrates proficiency in a course area as determined by the Board of Trustees using District assessments consistent with District Policy 1005FE, or other measures approved by the Board of Trustees.

The Board of Trustees waives the minimum number of instructional hours for students who demonstrate proficiency in a course area using district assessments that include, but are not limited to, the course or class teacher's determination of proficiency as defined by the Board of Trustees. This determination shall be based on a review of the student's completed coursework, participation in course delivery, and other methods applicable to the specific course or class. The Board of Trustees authorizes the use of the proficiency determination process for students who have selected this method of delivery, students for whom the School District is unable to document satisfaction of the required minimum aggregate number of hours through the offsite or onsite methods outlined in this policy, or other students whom School District personnel determine satisfy the definition of proficient or meeting proficiency.

This provision is based in the declaration by the Montana Legislature that any regulation discriminating against a student who has participated in proficiency-based learning is inconsistent with the Montana Constitution.

Legal Reference: Article X, Section 1, Montana Constitution
 Section 20-1-101, MCA – Definitions
 Section 20-1-301, MCA – School Fiscal Year
 Section 20-9-311, MCA – Calculation of Average Number Belonging
 Section 20-7-118, MCA - Offsite Provision of Educational Services
 Section 20-7-1601, MCA – Transformational Learning –Legislative Intent
 ARM 10.55.906(4)) – High School Credit

Cross Reference: Policy 1005FE – Proficiency-Based Learning
 Policy 2100 – School Calendar
 Policy 2140 – Guidance and Counseling

1 Policy 2168 – Distance Learning
2 Policy 2410 – Graduation
3 Policy 2420 – Grading and Progress Reports
4 Chapter 580 (2023) - Remote Instruction
5 Chapter 307 (2023) – Transformational Learning
6
7 Policy History:
8 Adopted on:
9 Reviewed on:
10 Revised on:
11 Terminated on:

2
3 **INSTRUCTION**

2100

page 1 of 2

4
5 School Year Calendar and Day

6
7 School Calendar

8
9 Subject to §§ 20-1-301 and 20-1-308, MCA, and any applicable collective bargaining agreement
10 covering the employment of affected employees, the trustees of a school district shall set the
11 number of hours in a school term, the length of the school day, and the number of school days in
12 a school week. When proposing to adopt changes to a previously adopted school term, school
13 week, or school day, the trustees shall: (a) negotiate the changes with the recognized collective
14 bargaining unit representing the employees affected by the changes; (b) solicit input from the
15 employees affected by the changes but not represented by a collective bargaining agreement; (c)
16 and from the people who live within the boundaries of the school district.

17
18 Commemorative Holidays

19
20 Teachers and students will devote a portion of the day on each commemorative holiday
21 designated in § 20-1-306, MCA, to study and honor the commemorated person or occasion. The
22 Board may from time to time designate a regular school day as a commemorative holiday.

23
24 Saturday School

25
26 In emergencies, including during reasonable efforts of the trustees to make up aggregate hours of
27 instruction lost during a declaration of emergency by the trustees under Section 20-9-806, MCA,
28 pupil instruction may be conducted on a Saturday when it is approved by the trustees.

29
30 Pupil instruction may be held on a Saturday at the discretion of a school district for the purpose
31 of providing additional pupil instruction beyond the minimum aggregate hours of instruction
32 required in Section 20-1-301, MCA, provided student attendance is voluntary.

33
34 School Fiscal Year

35
36 At least the minimum number of aggregate hours must be conducted during each school fiscal
37 year. The minimum aggregate hours required by grade are:

- 38 (a) A minimum of 360 aggregate hours for a kindergarten program;
39 (b) 720 hours for grades 1 through 3;
40 (c) 1,080 hours for grades 4 through 12; and
41 (d) 1,050 hours may be sufficient for graduating seniors.

42
43 The minimum aggregate hours, described above, are not required for any pupil demonstrating
44 proficiency pursuant to 20-9-311(4)(d), MCA.

In addition, seven (7) pupil instruction-related days may be scheduled for the following purposes:

1. Pre-school staff orientation for the purpose of organization of the school year;
2. Staff professional development programs (minimum of three (3) days);
3. Parent/teacher conferences; and
4. Post-school record and report (not to exceed one (1) day, or one-half (½) day at the end of each semester or quarter).

The Board of Trustees, in collaboration with the Superintendent, has established an advisory committee to develop, recommend, and evaluate the school district's yearly professional development plan. Each year the Board of Trustees shall adopt a professional development plan for the subsequent school year based on the recommendation of the advisory committee.

Extended School Year

In accordance with Section 20-1-301, MCA, and any applicable collective bargaining agreement covering the employment of affected employees, the Board of Trustees may establish a school calendar with an earlier start date and a later end date to ensure students receive the minimum number aggregate instructional hours. The purpose of an extended school year will be to maximize flexibility in the delivery of instruction and learning for each student in the School District. When setting an extended school year, the School District will collaborate with students, parents, employees and other community stakeholders. When proposing to adopt changes to a previously adopted school term the Board of Trustees will follow the procedures outlined in in this policy.

Legal References:	§ 20-1-301, MCA	School fiscal year
	§ 20-1-302, MCA	School term, day and week
	§ 20-1-303, MCA	Conduct of School on Saturday or Sunday prohibited - exceptions
	§ 20-1-304, MCA	Pupil-instruction-related day
	§ 20-1-306, MCA	Commemorative exercises on certain days
	§ 20-9-311, MCA	Calculation of Annual Number Belonging (ANB)
	ARM 10.55.701	Board of Trustees
	ARM 10.65.101, 103	Pupil-Instruction-Related Days
	ARM 10.55.714	Professional Development
	ARM 10.55.906	High School Credit

Policy History:

Adopted on:

Reviewed on:

Revised on:

INSTRUCTION

2105

Grade Organization

The District maintains instructional levels for grades kindergarten (K) through twelve (12). The grouping and housing of instructional levels in school facilities will be according to plans developed by the Superintendent and approved by the Board.

Instructional programs will be coordinated between each grade and between levels of schools.

A student will be assigned to an instructional group or to a classroom which will best serve the needs of that individual while still considering the rights and needs of other students. Factors to be considered in classroom assignments are class size, peer relations, student/teacher relations, instructional style of individual teachers, and any other variables that will affect the performance of the student.

Criteria for grouping will be based on learning goals and objectives addressed and the student's ability to achieve those purposes.

Legal Reference: § 20-6-501, MCA Definition of various schools

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

2
3 **INSTRUCTION**

2110

4
5 Objectives

6
7
8 Continuous Progress Education

9
10 The Board acknowledges its responsibility to develop and implement a curriculum designed to
11 provide for sequential intellectual and skill development necessary for students to progress on a
12 continuous basis from elementary through secondary school.

13
14 The Superintendent is directed to develop instructional programs which will enable each student
15 to learn at the student's best rate. The instructional program will strive to provide for:

- 16
17 1. Placement of a student at the student's functional level;
18
19 2. Learning materials and methods of instruction considered to be most appropriate to the
20 student's learning style; and
21
22 3. Evaluation to determine if the desired student outcomes have been achieved.

23
24 Each year, the Superintendent will determine the degree to which such instructional programs are
25 being developed and implemented. Accomplishment reports submitted annually will provide the
26 Board with the necessary information to make future program improvement decisions.

27
28
29
30 Policy History:

31 Adopted on:

32 Reviewed on:

33 Revised on:

INSTRUCTION

2120

Curriculum and Assessment

The Board is responsible for curriculum adoption and must approve all significant changes, including the adoption of new textbooks and new courses, before such changes are made. The Superintendent is responsible for making curriculum recommendations. The District shall ensure their curriculum is aligned to all content standards and the appropriate learning progression for each grade level.

A written sequential curriculum will be developed for each subject area. The curricula will address learner goals, content and program area performance standards, and District education goals and will be constructed to include such parts of education as content, skills, and thinking. The District shall review curricula at least every five (5) years or consistent with the state's standards revision schedule, and modify, as needed, to meet educational goals of the continuous school improvement plan pursuant to ARM 10.55.601.

The staff and administration will suggest materials and resources, to include supplies, books, materials, and equipment necessary for development and implementation of the curriculum and assessment, which are consistent with goals of the education program.

The District shall maintain their programs consistent with the state's schedule for revising standards.

The District shall assess the progress of all students toward achieving content standards and content-specific grade-level learning progressions in each program area. The District shall use assessment results, including state-level achievement information obtained by administration of assessments pursuant to ARM 10.56.101 to examine the educational program and measure its effectiveness. The District shall use appropriate multiple measures and methods, including state-level achievement information obtained by administration of assessments pursuant to the requirements of ARM 10.56.101, to assess student progress in achieving content standards and content-specific grade-level learning progressions in all program areas. The examination of program effectiveness using assessment results shall be supplemented with information about graduates and other student's no longer in attendance.

Cross Reference: 2000 Goals
 2110 Objectives

Legal Reference:	§ 20-3-324, MCA	Powers and duties
	§ 20-4-402, MCA	Duties of district superintendent or county high school principal
	§ 20-7-602, MCA	Textbook selection and adoption
	10.55.603, ARM	Curriculum and Assessment

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

2
3 **INSTRUCTION**

2123

4
5 Lesson Plan

6
7 To ensure proper planning and continuity of instruction, the Board requires that each teacher
8 prepare lesson plans for daily instruction. To facilitate more effective instruction, lesson plans
9 must be prepared at least _____ days in advance of actual class presentation. The format for the
10 lesson plan will be specified by the building principal and will be reviewed on a regular basis.
11 The plan book must be readily available, when a substitute teacher is needed.
12
13
14

15 Policy History:

16 Adopted on:

17 Reviewed on:

18 Revised on:

_____ School District

INSTRUCTION

2130

Program Evaluation and Diagnostic Tests

The Board strives for efficiency and effectiveness in all facets of its operations. To achieve this goal, the Board will set forth:

1. A clear statement of expectations and purposes for the District instructional program;
2. A provision for staff, resources, and support to achieve stated expectations and purposes;
and
3. A plan for evaluating instructional programs and services to determine how well expectations and purposes are being met.

Parents who wish to examine any assessment materials may do so by contacting the Superintendent. Parental approval is necessary before administering an individual intelligence test or a diagnostic personality test. No tests or measurement devices which include questions about a student's or the student's family's personal beliefs and practices in family life, morality, and religion will be administered, unless the parent gives written permission for the student to take such test, questionnaire, or examination.

Legal Reference:	20 U.S.C. § 1232h	Protection of pupil rights
	10.55.603, ARM	Curriculum and Assessment
	10.56.101, ARM	Student Assessment

Policy History:

Adopted on:

Reviewed on:

Revised on:

INSTRUCTION

2132

page 1 of 3

Student and Family Privacy Rights

All fundamental parental rights are exclusively reserved to the parent of a child without obstruction or interference by a government entity as consistently recognized in state and federal courts and as required by state and federal law and District policy.

Surveys - General

All surveys requesting personal information from students, as well as any other instrument used to collect personal information from students, must advance or relate to the District's educational objectives as identified in Board Policy. This applies to all surveys, regardless of whether the student answering the questions can be identified and regardless of who created the survey.

Surveys Created by a Third Party

Before the District administers or distributes a survey created by a third party to a student, the student's parent(s)/guardian(s) may inspect the survey upon request and within a reasonable time of their request.

This section applies to every survey: (1) that is created by a person or entity other than a District official, staff member, or student, (2) regardless of whether the student answering the questions can be identified, and (3) regardless of the subject matter of the questions.

Surveys Requesting Personal Information

School officials and staff members shall not request, nor disclose, the identity of any student who completes ANY survey containing one (1) or more of the following items:

1. Political affiliations or beliefs of the student or the student's parent/guardian;
2. Mental or psychological problems of the student or the student's family;
3. Behavior or attitudes about sex;
4. Illegal, antisocial, self-incriminating, or demeaning behavior;
5. Critical appraisals of other individuals with whom students have close family relationships;
6. Legally recognized privileged or analogous relationships, such as those with lawyers, physicians, and ministers;
7. Religious practices, affiliations, or beliefs of the student or the student's parent/guardian;
8. Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

The student's parent(s)/guardian(s) may:

1. Inspect the survey within a reasonable time of the request; and/or
2. Refuse to allow their child to participate in any survey requesting personal information. The school shall not penalize any student whose parent(s)/guardian(s) exercise this option.

No student in the District shall be required, as part of any applicable program, to submit to any survey, analysis, or evaluation that includes the above-noted information without the prior consent of the student (if the student is an adult or emancipated minor), or in the case of an unemancipated minor, without the prior written consent of the parent. This provision specifically documents the arrangements taken to protect student privacy in accordance with 20 USC § 1232h(c)(1)(a)(b).

Instructional Material

A student's parent(s)/guardian(s) may, within a reasonable time of the request, inspect any instructional material used as part of their child's educational curriculum.

The term "instructional material," for purposes of this policy, means instructional content that is provided to a student, regardless of its format, printed or representational materials, audio-visual materials, and materials in electronic or digital formats (such as materials accessible through the Internet). The term does not include academic tests or academic assessments.

Collection of Personal Information From Students for Marketing Prohibited

The term "personal information," for purposes of this section only, means individually identifiable information including: (1) a student's or parent's first and last name, (2) a home or other physical address (including street name and the name of the city or town), (3) telephone number, or (4) a Social Security identification number.

The District will not collect, disclose, or use student personal information for the purpose of marketing or selling that information or otherwise providing that information to others for that purpose.

The District, however, is not prohibited from collecting, disclosing, or using personal information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions such as the following:

1. College or other post-secondary education recruitment or military recruitment;
2. Book clubs, magazines, and programs providing access to low-cost literary products;
3. Curriculum and instructional materials used by elementary schools and secondary schools;
4. Tests and assessments to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments;

5. The sale by students of products or services to raise funds for school-related or education-related activities;
6. Student recognition programs.

Notification of Rights and Procedures

This policy shall be posted on the District's website and provided in a manner specified in accordance with law and policy. The Superintendent or designee shall notify students' parents/guardians of:

1. This policy as well as its availability from the administration office upon request;
2. How to opt their child out of participation in activities as provided in this policy;
3. The approximate dates during the school year when a survey requesting personal information, as described above, is scheduled or expected to be scheduled;
4. How to request access to any survey or other material described in this policy.

This notification shall be given parents/guardians at least annually at the beginning of the school year and within a reasonable period after any substantive change in this policy.

The rights provided to parents/guardians in this policy transfer to the student, when the student turns eighteen (18) years of age or is an emancipated minor.

NOTE: This policy must be adopted in consultation with parents. 20 U.S.C. § 1232h(c)(1). Therefore, MTSBA recommends that, at a minimum, Boards specifically note this on their meeting agendas and request public comment prior to adoption.

Cross Reference:	2311	Instructional Materials
	3200	Student Rights and Responsibilities
	3410	Student Health/Physical Screenings/Examinations

Legal Reference:	20 U.S.C. 1232h	Protection of Pupil Rights
	Section 40-6-701, MCA	Fundamental Parental Rights
	Chapter 676 (2023)	Fundamental Parental Rights

Policy History:

Adopted on:

Reviewed on:

Revised on:

2
3 **INSTRUCTION**

2140

4
5 Guidance and Counseling

6
7 The District recognizes that guidance and counseling are an important part of the total program of
8 instruction and should be provided in accordance with state laws and regulations, District policies and
9 procedures, and available staff and program support.

10
11 The general goal of this program is to help students achieve the greatest personal value from their
12 educational opportunities. Such a program should:

- 13
14 1. Provide staff with meaningful information which can be utilized to improve educational services
15 offered to individual students.
16
17 2. Provide students with planned opportunities to develop future career and educational plans.
18
19 3. Refer students with special needs to appropriate specialists and agencies.
20
21 4. Aid students in identifying options and making choices about their educational program.
22
23 5. Assist teachers and administrators in meeting academic, social, and emotional needs of students.
24
25 6. Provide for a follow-up of students who further their education and/or move into the workforce.
26
27 7. Solicit feedback from students, staff, and parents, for purposes of program improvement.
28
29 8. Assist students in developing a sense of belonging and self-respect.
30
31 9. Have information available about nicotine addiction services and referrals to tobacco cessation
32 programs to students and staff.
33
34 10. Serve as a reference for alternative discipline or restorative justice programs.
35

36 All staff will encourage students to explore and develop their individual interests in all areas including but
37 not limited to career and technical programs, academic curricula, post-secondary opportunities,
38 community or military service, and employment options without regard to race, color, national origin,
39 ancestry, sex, ethnicity, language barrier, religious belief, physical or mental handicap or disability,
40 economic or social condition, actual or potential marital or parental status.

41
42 Career Coaching

43
44 The District may utilize a career coach for educational and career counseling opportunities for students to
45 offer opportunities for internships or apprenticeships within a community and assist students with high
46 school course offerings, career options, occupational training, and postsecondary opportunities associated
47 with the student's field of interest within the career technical education and K-12 career and
48 vocational/technical education programs provided for in Title 20, chapter 7, part 3. Any career coach shall
49 possess the necessary qualifications specified in law.
50

1			
2	Legal Reference	§ 20-1-101(8)	Definitions
3		§ 49-3-203, MCA	Educational, counseling, and training programs
4		10.55.710, ARM	Assignment of School Counseling Staff
5		10.55.802, ARM	Opportunity and Educational Equity
6		Chapter 724 (2023)	Career Coaches
7			
8	<u>Policy History:</u>		
9	Adopted on:		
10	Reviewed on:		
11	Revised on:		

INSTRUCTION

2150

Page 1 of 2

Suicide Awareness and Prevention

Professional Development

The District will provide professional development on youth suicide awareness and prevention to each employee of the district who work directly with any students enrolled in the school district. The training materials will be approved by the Office of Public Instruction (OPI).

The District will provide, at a minimum, two (2) hours of youth suicide awareness and prevention training every five (5) years. All new employees who work directly with any student enrolled in the school district will be provided two (2) hours of training the first year of employment.

Youth suicide and prevention training may include:

- A. In-person attendance at a live training;
- B. Videoconference;
- C. An individual program of study of designated materials;
- D. Self-review modules available online; and
- E. Any other method chosen by the local school board that is consistent with professional development standards.

Prevention and Response

The Board authorizes the Administration and appropriate District staff to develop procedures to address matters related to suicide prevention and response that:

- A. Promote collaboration with families and with community providers in all aspects of suicide prevention and response;
- B. Include high quality intervention services for students;
- C. Promote interagency cooperation that enables school personnel to identify and access appropriate community resources for use in times of crisis;
- D. Include reintegration of youth into a school following a crisis, hospitalization, or residential treatment;
- E. Provide for leadership, planning, and support for students and school personnel to ensure appropriate responses to attempted or completed suicides.

No cause of action may be brought for any loss or damage caused by any act or admission resulting from the implementation of the provisions of this policy or resulting from any training, or lack of training, related to this policy. Nothing in this policy shall be construed to impose a specific duty of care.

This policy will be reviewed by the Board of Trustees on a regular basis.

Legal Reference: § 20-7-1310, MCA Youth suicide awareness and prevention training
 ARM 10.55.720 Suicide Prevention and Response

Policy History:

Adopted on:

Reviewed on:

Revised on:

2
3 **INSTRUCTION**

2151

4
5 Interscholastic Activities

6
7 The District recognizes the value of a program of interscholastic activities as an integral part of
8 the total school experience. The program of interscholastic activities will include all activities
9 relating to competitive sport or intellectual contests, games or events, or exhibitions involving
10 individual students or teams of students of this District, when such events occur between schools
11 outside this District.

12
13 All facilities and equipment utilized in the interscholastic activity program, whether or not the
14 property of the District, will be inspected on a regular basis. Participants will be issued
15 equipment which has been properly maintained and fitted.

16
17 An activity coach must be properly trained and qualified for an assignment as described in the
18 coach's job description. A syllabus which outlines the skills, techniques, and safety measures
19 associated with a coaching assignment will be distributed to each coach. All personnel coaching
20 intramural or interscholastic activities will hold a current valid first aid certificate.

21
22 The Board recognizes that certain risks are associated with participation in interscholastic
23 activities. While the District will strive to prevent injuries and accidents to students, each parent
24 or guardian will be required to sign an "assumption of risk" statement indicating that the parents
25 assume all risks for injuries resulting from such participation. Each participant will be required
26 to furnish evidence of physical fitness (physical form) prior to becoming a member of an athletic
27 team. A participant will be free of injury and will have fully recovered from illness before
28 participating in any event.

29
30 Coaches and/or trainers may not issue medicine of any type to students. This provision does not
31 preclude the coach and/or trainer from using approved first aid items.

32
33
34
35 Cross Reference: 3416 Administering Medicines to Students
36 2151F Assumption of Risk Form

37
38 Legal Reference: 10.55.707, ARM Teacher and Specialist Licensure
39 37.111.825, ARM Health Supervision and Maintenance

40
41 Policy History:

42 Adopted on:

43 Reviewed on:

44 Revised on:

_____ Public Schools
**SCHOOL ACTIVITIES INFORMED CONSENT AND
INSURANCE VERIFICATION FORM**

I _____ approve of my child _____ participating in
_____ as an extracurricular activity or curricular club at _____ School.

Extracurricular activities may include transportation, educational functions, or other physical activity. There is an inherent risk of injury in the activity. By signing this agreement, I acknowledge that the School District staff try to prevent accidents. I agree to accept responsibility for my student's participation in the school activities. The activity is strictly voluntary. My signature below gives my child permission to participate in a _____ School Activity.

I, the undersigned, hereby acknowledge and understand that, regardless of all feasible safety measures that may be taken by the School District, participation in this event entails certain inherent risks. I certify that my student is physically fit and medically able to participate or have noted an applicable physical or medical diagnosis at the bottom of this form. I further certify that my student will honor all instructions of district staff and failure to honor instructions may result on dismissal from the activity. I have been informed of these risks, understand them, and feel that the benefits of participation outweigh the risks involved. I understand any negligence arising out of the student's participation in the program shall be attributed to me as comparative negligence within the meaning of Section 27-1-702, MCA.

I authorize qualified emergency medical professionals to examine and in the event of injury or serious illness, administer emergency care to my student. I understand every effort will be made to contact the family or contact person noted below to explain the nature of the problem prior to any involved treatment. In the event it becomes necessary for the district staff in charge to obtain emergency care for my student, I understand that neither the district employee in charge of the activity nor the school district assumes financial liability for expenses incurred because of an accident, injury, illness and/or unforeseen circumstances.

The School District DOES NOT provide medical insurance benefits for students who choose to participate in activities programs. Parents or guardians may request information from the school district regarding medical insurance for students. If parents or guardians have their own insurance coverage during the student's participation, that coverage information is provided below. Or parents may notify the School District that they do not have medical insurance.

_____ I have personal medical insurance to cover the student's participation:

INSURANCE (Company Name) _____

Policy # _____

_____ I do not have personal medical insurance to cover the student's participation and understand that the School District does not provide medical insurance to cover the students. I understand I will be responsible for any medical costs associated with the student's participation.

Signature Required Regardless of Insurance Coverage:

Student Athlete _____
(Please Print)

Parent/Guardian _____
(Signature)

Date: _____

2
3 **INSTRUCTION**

2158

Page 1 of 2

4
5
6 Parent/Family Engagement and Involvement in Education Policy

7
8 The Board of Trustees believes that engaging parents/families in the education process is
9 essential to improved academic success for students. The Board recognizes that a student's
10 education is a responsibility shared by the district, parents, families and other members of the
11 community during the entire time a student attends school. The Board believes that the district
12 must create an environment that is conducive to learning and that strong, comprehensive
13 parent/family involvement is an important component. Parent/Family involvement in education
14 requires a cooperative effort with roles for the Office of Public Instruction (OPI), the district,
15 parents/families and the community.

16
17 This policy shall be made available to all interested individuals upon request and posted on the
18 District's website.

19
20 Parent/Family Involvement Goals and Plan

21
22 The Board of Trustees recognizes the importance of eliminating barriers that impede
23 parent/family involvement, thereby facilitating an environment that encourages collaboration
24 with parents, families and other members of the community. Therefore, the district will develop
25 and implement a plan to facilitate parent/family involvement that shall include the following six
26 (6) goals:

- 27
28 1. Promote families to actively participate in the life of the school and feel welcomed,
29 valued, and connected to each other, to school staff, and to what students are learning and
30 doing in class;
31
32 2. Promote families and school staff to engage in regular, two-way meaningful
33 communication about student learning;
34
35 3. Promote families and school staff to continuously collaborate to support student learning
36 and healthy development both at home and at school and have regular opportunities to
37 strengthen their knowledge and skills to do so effectively;
38
39 4. Empower parents to be advocates for their own and other children, to ensure that students
40 are treated equitably and have access to learning opportunities that will support their
41 success;
42
43 5. Encourage families and school staff to be partners in decisions that affect children and
44 families and together inform, influence, and create policies, practices, and programs; and
45

- 1 6. Encourage families and school staff to collaborate with members of the community to
2 connect students, families, and staff to expand learning opportunities, community
3 services, and civic participation.
4

5 The Board of Trustees, in consultation with parents, teachers administrators, and students has
6 adopted this District plan for meeting these parent/family involvement goals:
7

- 8 1. Provide activities that will educate parents/families regarding the intellectual and
9 developmental needs of their children at all age levels. This will include promoting
10 cooperation between the district and other agencies or school/community groups to
11 furnish learning opportunities and disseminate information regarding parenting skills and
12 child/adolescent development.
13

- 14 2. Implement strategies to involve parents/families in the educational process and laws
15 regarding parent/family rights, including:
16

- 17 • Keeping parents/families informed of opportunities for involvement and
18 encouraging participation in various District programs.
19
20
- 21 • Providing access to all District policies, District handbooks, Board and
22 Committee meeting agendas, the District grievance procedure and contact
23 methods for District administrators and Trustees on the District's website.
24
- 25 • Providing access to educational resources a course of study for parents/families to
26 use together with their children.
27
- 28 • Keeping parents/families informed of the objectives of district educational and
29 activity programs, their child's participation and progress within these programs,
30 and methods to opt out of such programs and instruction consistent with
31 parent/family rights.
32
- 33 • Promoting parents/families and teacher cooperation in homework, attendance, and
34 discipline.
35
- 36 • Providing information about the nature and purpose of student clubs and groups
37 meeting at the school in accordance with Policy 3233 and 3550 and methods to
38 consent to participation or opt out of participation consistent with parent/family
39 rights.
40
- 41 • Providing explanation of rights regarding student name and pronoun use
42 consistent with Family Educational Rights and Privacy Act and Policy 3600.
43

- 44 3. Enable families to participate in the education of their children through a variety of roles.
45 For example, parents/family members should be given opportunities to provide input into
46 district policies and volunteer time within the classrooms and school programs.
47

- 1 4. Provide professional development opportunities for teachers and staff to enhance their
2 understanding of effective parent/family involvement strategies.
3
- 4 5. Perform regular evaluations of parent/family involvement at each school and at the
5 district level.
6
- 7 6. Provide access, upon request, to any instructional material used as part of the educational
8 curriculum.
9
- 10 7. If practical, provide information in a language understandable to parents.
11
- 12 8. Provide annual notification of educational opportunities of the District consistent with
13 Montana law in the form of the student handbook, the District policy manual as posted on
14 the District website, or other accessible format on topics which include:
15
 - 16 • The District's options for delivery of personalized instruction to students
17 consistent with Policies 1015FE and 2050, the legislature's findings at Section 20-
18 7-1601, MCA. and Article X, Section 1 of the Montana Constitution.
 - 19 • Evaluation, identification, and services provided to students with disabilities
20 consistent with Section 20-7-411, MCA, Individuals with Disabilities Education
21 Act, Section 504 of the Rehabilitation Act, and Policies 2161 and 2162.
 - 22 • Admission of students to kindergarten consistent with Sections 20-5-101 and 20-
23 7-117, MCA, and Policy 3110.
 - 24 • Proficiency based learning and other forms of personalized learning including
25 course equivalency waiver consistent with Section 20-3-324, MCA and Policies
26 1005FE, 1015FE, 2050, 2410, and 3121.
 - 27 • Participation in extracurricular activities, including participation by nonpublic and
28 home school students consistent with Section 20-5-112, MCA, and Policy 3150.
 - 29 • Access to remote instruction, including through the Montana Digital Academy
30 pursuant to Title 20, chapter 7, part 12, non-District sources, and through other
31 school districts as provided in Section 20-7-118, MCA, and Policies 2050, 2168,
32 2170, and 2167;
 - 33 • Out-of-district attendance consistent with Title 20, chapter 5, part 3 MCA and
34 Policies 3110, 3121, and 3141.
 - 35 • early literacy targeted interventions in accordance with Title 20, MCA and Policy
36 1010FE.
 - 37 • Part-time enrollment of a student who is otherwise enrolled at a nonpublic or
38 home school consistent with Section 20-5-101, MCA and Policy 3150.
 - 39 • Availability of funding to support student access to advanced opportunities, if
40 applicable to a district consistent with Section 20-7-1506, MCA and Policy
41 1015FE;
 - 42 • Career and technical education pursuant to Title 20, chapter 7, part 3, including
43 the attainment of industry-recognized credentials and work-based learning,
44 consistent with Section 20-7-1510, MCA, and Policies 2050, 2410, and 2600.
 - 45 • Early college, dual enrollment, and running start opportunities, consistent with
46 Section 20-9-706, MCA, and District Policy 2168 and 2410.

- Other opportunities for school-age children through Montana public schools which parents/families and students may rely upon as specified in Policy 2140 which:
 - support the development of a child's full educational potential;
 - assist in reducing the costs of postsecondary education and workforce preparation; and
 - foster life success.

Cross References: Policy 1005FE – Proficiency Based Instruction
Policy 1010FE – Early Enrollment
Policy 1015FE – Personalized Learning
Policy 2050 – Innovative Student Instruction
Policy 2132-Student and Family Privacy Rights
Policy 2140- Guidance and Counseling
Policy 2168 – Distance, Online, and Remote Instruction
Policy 2170 – Digital Academy
Policy 2335 – Health Enhancement
Policy 2410- Graduation Requirements
Policy 2600 – Work Based Learning
Policy 3110 – Student Entrance and Placement
Policy 3121 – Student Enrollment and Attendance
Policy 3141 – Non-resident Student Enrollment
Policy 3150 – Part Time Enrollment
Policy 3233 - Student Building Access and Use
Policy 3510 – Student Activities
Policy 3550 – Student Clubs and Groups
Policy 3600 - Family Educational Rights and Privacy Act

Legal Reference: Article X, Section 1 of the Montana Constitution.
Section 20-7-411, MCA
Individuals with Disabilities Education Act
Section 504 of the Rehabilitation Act
Section 20-3-324, MCA – Powers and Duties
Section 20-5-101, MCA – Admittance of child to school
Section 20-5-112, MCA - Participation in extracurricular activities
Section 20-7-117, MCA – Kindergarten and preschool programs
Section 20-7-118, MCA - Offsite Provision Of Educational Services
Section 20-7-1601, MCA – Forms of personalized learning
Section 20-7-1506, MCA – Incentives for creation of advanced opportunity programs
Section 20-7-1510, MCA- Credit for participating in work-based learning partnerships
Section 20-9-706, MCA - Running start program
Title 20, chapter 7, part 12 MCA - Montana Digital Academy

Title 20, chapter 5, part 3 MCA - Attendance Outside School District
Title 20, chapter 7, part 3 MCA - Vocational and Technical Education
Title 20, chapter 3, part 3 MCA – Board of Trustees
Section 40-6-701, MCA – Fundamental Rights of Parents
10.55.722 ARM Family and Community Engagement
10.55.601 ARM Accreditation Standards: Procedures
Chapter 693 (2023) Increase parental involvement in education

Policy History:

Adopted on:

Reviewed on:

Revised on:

2
3 **INSTRUCTION**

2160

page 1 of 3

4
5 Title I Parent and Family Engagement

6
7 *NOTE: Schools receiving federal ESEA funds are required to have a parent and family*
8 *engagement policy. This sample policy can be used as the basis for the joint development of a*
9 *policy, as required by the federal legislation. This policy cannot be the District's policy without*
10 *some parental involvement in its development at the local level.*
11

12 The District endorses the parent and family engagement goals of Title I and encourages the
13 regular participation of parents and family members (including parents and families of migrant
14 students if applicable) of Title I eligible children in all aspects of the program to establish the
15 agency's expectations and objectives for meaningful parent and family involvement. The
16 education of children is viewed as a cooperative effort among the parents, family members,
17 school, and community. In this policy the word "parent" also includes guardians and other
18 family members involved in supervising the child's schools.
19

20 Pursuant to federal law the District will develop jointly with, agree upon with, and distribute to
21 parents of children participating in the Title I program a written parent and family engagement
22 policy. This may include meaningful consultation with employers, business leaders, and
23 philanthropic organizations, or individuals with expertise in effectively engaging parents and
24 family members in education.
25

26 At the required annual meeting of Title I parents and family members (including parents and
27 families of migrant students if applicable), parents and family members will have opportunities
28 to participate in the design, development, operation, and evaluation of the program for the next
29 school year. Proposed activities to fulfill the requirements necessary to address the requirements
30 of family engagement goals shall be presented.
31

32 In addition to the required annual meeting, at least three (3) additional meetings shall be held at
33 various times of the day and/or evening for parents and family members of children (including
34 parents and families of migrant children if applicable) participating in the Title I program. These
35 meetings shall be used to provide parents with:
36

- 37 1. Information about programs provided under Title I;
- 38
39 2. A description and explanation of the curriculum in use, the forms of academic assessment
40 used to measure student progress, and the proficiency levels students are expected to
41 meet;
- 42
43 3. Opportunities to formulate suggestions and to participate, as appropriate, in decisions
44 relating to the education of their children; and
45
46

4. The opportunity to bring parent comments, if they are dissatisfied with the school's Title I program, to the District level.

Title I funding, if sufficient, may be used to facilitate parent attendance at meetings, through payment of transportation and childcare costs.

The parents and family members of children (including parents and families of migrant children if applicable) identified to participate in Title I programs shall receive from the school principal and Title I staff an explanation of the reasons supporting each child's selection for the program, a set of objectives to be addressed, and a description of the services to be provided. Opportunities will be provided for the parents and family members to meet with the classroom and Title I teachers to discuss their child's progress. Parents will also receive guidance as to how they can assist at home in the education of their children.

Each school in the District receiving Title I funds shall develop jointly with parents and family members of children served in the program a "School-Parent Compact" outlining the manner in which parents, school staff, and students share the responsibility for improved student academic achievement in meeting state standards. The "School-Parent Compact" shall:

1. Describe the school's responsibility to provide high quality curriculum and instruction in a supportive and effective learning environment enabling children in the Title I program to meet the state's academic achievement standards;
2. Indicate the ways in which each parent will be responsible for supporting their child's learning, such as monitoring attendance, homework completion, and television watching; volunteering in the classroom; and participating, as appropriate, in decisions related to their child's education and positive use of extracurricular time; and
3. Address the importance of parent-teacher communication on an ongoing basis with, at a minimum, parent-teacher conferences, frequent reports to parents, and reasonable access to staff.

The activities authorized under this policy may include establishing a parent advisory board comprised of a sufficient number and representative group of parents or family members served by the district to adequately represent the needs of the population served by the district for the purposes of developing, revising, and reviewing the parent and family engagement policy.

NOTE: Districts with more than one (1) school participating in a Title I program may wish to consider the establishment of a district-wide parent advisory council.

Legal Reference: Title I of the Elementary and Secondary Education Act
20 U.S.C. §§ 6301-6514
§ 1116 Every Student Succeeds Act

INSTRUCTION

2160P

page 1 of 2

Title I – Equivalency/Comparability

A. To assure that state and local services are provided in Title I schools at least equivalent to such services in non-Title I schools, these policies will be observed in the School District.

1. Salary Scales

The District-wide salary scales will be applicable to all staff whether assigned to Title I or non-Title I schools.

2. Assignment of Teachers, Administrators, and Support Personnel

Assignment of teachers, administrators, and support personnel will be made in such a way to assure that the numbers of students per staff person in Title I schools shall be equivalent to the average number of students per staff person in relevant comparison schools (i.e., non-Title I or other Title I schools).

3. Curriculum Materials and Instructional Supplies

Curriculum materials and instructional supplies will be provided to schools with the same grade spans on a per-pupil cost factor to assure that all children have access to the same level of state and local resources regardless of whether they attend a Title I or non-Title I school.

Title I Parent Involvement

In order to achieve the level of Title I parent involvement desired by District policy on this topic, these procedures guide the development of each school's annual plan designed to foster a cooperative effort among parents, school, and community.

Guidelines

Parent involvement activities developed at each school will include opportunities for:

- Volunteering;
- Parent education;
- Home support for the child's education;
- Parent participation in school decision making.

The school system will provide opportunities for professional development and resources for staff and parents/community regarding effective parent involvement practices.

Roles and Responsibilities

Parents

It is the responsibility of the parent to:

- Actively communicate with school staff;
- Be aware of rules and regulations of school;
- Take an active role in the child's education by reinforcing at home the skills and knowledge the student has learned in school;
- Utilize opportunities for participation in school activities.

Staff

It is the responsibility of staff to:

- Develop and implement a school plan for parent involvement;
- Promote and encourage parent involvement activities;
- Effectively and actively communicate with all parents about skills, knowledge, and attributes students are learning in school and suggestions for reinforcement;
- Send information to parents of Title I children (including parents of migrant children if applicable) in a format and, to the extent practicable, in a language the parents can understand.

Community

Community members who volunteer in the schools have the responsibility to:

- Be aware of rules and regulations of the school;
- Utilize opportunities for participation in school activities.

Administration

It is the responsibility of the administration to:

- Facilitate and implement the Title I Parent Involvement Policy and Plan;
- Provide training and space for parent involvement activities;
- Provide resources to support successful parent involvement practices;
- Provide in-service education to staff regarding the value and use of contributions of parents and how to communicate and work with parents as equal partners;
- Send information to parents of Title I children (including parents of migrant children if applicable) in a format and, to the extent practicable, in a language the parents can understand.

Policy History:

Adopted on:

Reviewed on:

Revised on:

2
3 **INSTRUCTION**

2161

4
5 Special Education

6
7 The District will provide a free appropriate public education and necessary related services to all
8 children with disabilities residing within the District, as required under the Individuals with
9 Disabilities Education Act (IDEA), provisions of Montana law, and the Americans with
10 Disabilities Act.

11
12 For students eligible for services under IDEA, the District will follow procedures for
13 identification, evaluation, placement, and delivery of service to children with disabilities, as
14 provided in the current *Montana State Plan under Part B of IDEA*.

15
16 The District may maintain membership in one or more cooperative associations which may assist
17 in fulfilling the District's obligations to its disabled students.
18
19
20

21 Legal Reference: Americans with Disabilities Act, 42 U.S.C. § 12101, et seq.
22 Individuals with Disabilities Education Act, 20 U.S.C. § 1400, et seq.
23 § 20-7-Part Four, MCA Special Education for Exceptional Children
24

25 Policy History:

26 Adopted on:

27 Reviewed on:

28 Revised on:

INSTRUCTION

2161P

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Special Education

Child Find

The District shall be responsible for the coordination and management of locating, identifying, and evaluating all disabled children ages zero (-0-) through twenty-one (21). Appropriate staff will design the District's Child Find plan in compliance with all state and federal requirements and with assistance from special education personnel who are delegated responsibility for implementing the plan.

The District's plan will contain procedures for identifying suspected disabled students in private schools as identified in 34 C.F.R. 530.130 and 530.131(f), students who are home schooled, homeless children, as well as public facilities located within the geographic boundaries of the District. These procedures shall include screening and development criteria for further assessment. The plan must include locating, identifying, and evaluating highly mobile children with disabilities and children who are suspected of being a child with a disability and in need of special education, even though the child is and has been advancing from grade to grade. The District's Child Find Plan must set forth the following:

1. Procedures used to annually inform the public of all child find activities, for children zero through twenty-one;
2. Identity of the special education coordinator;
3. Procedures used for collecting, maintaining, and reporting data on child identification;
4. Procedures for Child Find Activities (including audiological, health, speech/language, and visual screening and review of data or records for students who have been or are being considered for retention, delayed admittance, long-term suspension or expulsion or waiver of learner outcomes) in each of the following age groups:
 - A. Infants and Toddlers (Birth through Age 2)
Procedures for referral of infants and toddlers to the appropriate early intervention agency, or procedures for conducting child find.
 - B. Preschool (Ages 3 through 5)
Part C Transition planning conferences; frequency and location of screenings; coordination with other agencies; follow-up procedures for referral and evaluation; and procedures for responding to individual referrals.
 - C. In-School (Ages 6 through 18)
Referral procedures, including teacher assistance teams, parent referrals, and referrals from other sources; and follow-up procedures for referral and evaluation.
 - D. Post-School (Ages 19 through 21)
Individuals who have not graduated from high school with a regular diploma and who were not previously identified. Describe coordination efforts with other agencies.
 - E. Private Schools (This includes home schools.)

Child find procedures addressing the provisions of A.R.M. 10.16.3125(1); follow-up procedures for referral and evaluation.

F. Homeless Children

G. Dyslexia

The School District shall establish procedures to ensure that all resident children with disabilities, including specific learning disabilities resulting from dyslexia, are identified and evaluated for special education and related services as early as possible. The screening instrument must be administered to:

(A) a child in the first year that the child is admitted to a school of the district up to grade 2; and

(B) a child who has not been previously screened by the district and who fails to meet grade-level reading benchmarks in any grade;

The screening instrument shall be administered by an individual with an understanding of, and training to identify, signs of dyslexia designed to assess developmentally appropriate phonological and phonemic awareness skills.

If a screening suggests that a child may have dyslexia or a medical professional diagnosis a child with dyslexia, the child's school district shall take steps to identify the specific needs of the child and implement best practice interventions to address those needs. This process may lead to consideration of the child's qualification as a child with a disability under this policy.

Procedures for Evaluation and Determination of Eligibility

Procedures for evaluation and determination of eligibility for special education and related services are conducted in accordance with the procedures and requirements of 34 C.F.R. 300.301-300.311 and the following state administrative rules:

10.16.3320 - Referral;

10.60.103 - Identification of Children with Disabilities;

10.16.3321 - Comprehensive Educational Evaluation Process;

Procedural Safeguards and Parental Notification

The District implements the procedural safeguard procedures as identified in 34 C.F.R. 300.500 - 300.530.

A copy of the procedural safeguards available to the parents of a child with a disability must be given to the parents only one (1) time a school year, except that a copy also must be given to the parents:

- Upon initial referral or parent request for evaluation;

- Upon receipt of the first state complaint under 34 CFR 300.151 through 300.153 and upon receipt of the first due process complaint under 34 CFR 300.507 in a school year;
- In accordance with the discipline procedures in 34 CFR 300.530(h) (...on the date on which the decision is made to make a removal that constitutes a change of placement of a child with a disability because of a violation of a code of student conduct, the LEA must...provide the parents the procedural safeguards notice); and
- Upon request by a parent.

A public agency also may place a current copy of the procedural safeguard notice on its internet website, if a website exists. [34 CFR 300.504(a) and (b)] [20 U.S.C. 1415(d)(1)]

The referral for special education consideration may be initiated from any source, including school personnel. To initiate the process, an official referral form must be completed and signed by the person making the referral. The District shall accommodate a parent who cannot speak English and therefore cannot complete the District referral form. Recognizing that the referral form is a legal document, District personnel with knowledge of the referral shall bring the referral promptly to the attention of the Evaluation Team.

The District shall give written notice to the parent of its recommendation to evaluate or not to evaluate the student. The parent will be fully informed concerning the reasons for which the consent to evaluate is sought. Written parental consent will be obtained before conducting the initial evaluation or before reevaluating the student.

The recommendation to conduct an initial evaluation or reevaluation shall be presented to the parents in their native language or another mode of communication appropriate to the parent. An explanation of all the procedural safeguards shall be made available to the parents when their consent for evaluation is sought. These safeguards will include a statement of the parents' rights relative to granting the consent.

Evaluation of Eligibility

Evaluation of eligibility for special education services will be consistent with the requirements of 34 C.F.R. 300.301 through 300.311 regarding Procedures for Evaluation and Determination of Eligibility; and shall also comply with A.R.M. 10.16.3321.

Individualized Education Programs

The District develops, implements, reviews, and revises individualized education programs (IEP) in accordance with the requirements and procedures of 34 C.F.R. 300.320-300.328.

Independent Education Evaluations

The parents of a child with a disability have the right to obtain an independent educational evaluation of the child in accordance with law. Independent educational evaluation means an

evaluation conducted by a qualified examiner who is not employed by the District at District expense.

If the parents request an independent educational evaluation, the District will provide information about where an independent educational evaluation may be obtained and the criteria applicable for independent educational evaluations. The District may also ask for the parent's reason why he or she objects to the public evaluation.

A parent is entitled to only one independent educational evaluation at public expense each time the public agency conducts an evaluation with which the parent disagrees. If the parent obtains an independent educational evaluation at District expense or shares with the public agency an evaluation obtained at private expense, the results of the evaluation will be handled in accordance with law.

If an independent educational evaluation is at District expense, the criteria under which the evaluation is obtained, including the location of the evaluation and the qualifications of the examiner, must be the same as the criteria that the public agency uses when it initiates an evaluation.

Least Restrictive Environment

To the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are nondisabled, and special classes, separate schooling, or other removal of children with disabilities from the regular class occurs only if the nature or severity of the disability is such that education in regular classes, with the use of supplementary aids and services, cannot be achieved satisfactorily. Educational placement decisions are made in accordance with A.R.M. 10.16.3340 and the requirements of 34 C.F.R. 300.114 - 300.120, and a continuum of alternate placements is available as required in 34 C.F.R. 300.551.

Children in Private Schools/Out-of District Placement

Children with a disability placed in or referred to a private school or facility by the District, or other appropriate agency, shall receive special education and related services in accordance with the requirements and procedures of 34 C.F.R. 300.145 through 300.147 and A.R.M. 10.16.3122.

As set forth under 34 C.F.R. 300.137, children with a disability placed in or referred to a private school or facility by parents do not have an individual right to special education and related services at the District's expense. When services are provided to children with disabilities placed by parents in private schools, the services will be in accordance with the requirements and procedures of 34 C.F.R. 300.130 through 300.144, and 300.148.

Impartial Due Process Hearing

The District shall conduct the impartial hearing in compliance with the Montana Administrative Rules on matters pertaining to special education controversies.

Special Education Records and Confidentiality of Personally Identifiable Information

A. Confidentiality of Information

The District follows the provisions under the Family Educational Rights and Privacy Act and implements the procedures in 34 C.F.R. 300.610-300.627, § 20-1-213, MCA, and A.R.M. 10.16.3560.

B. Access Rights

Parents of disabled students and students eighteen (18) years or older, or their representative, may review any educational records which are designated as student records collected, maintained, and used by the District. Review shall normally occur within five (5) school days and in no case longer than forty-five (45) days. Parents shall have the right to an explanation or interpretation of information contained in the record. Non-custodial parents shall have the same right of access as custodial parents, unless there is a legally binding document specifically removing that right.

C. List of Types and Locations of Information.

A list of the records maintained on disabled students shall be available in the District office. Disabled student records shall be located in the _____, where they are available for review by authorized District personnel, parents, and adult students. Special education teachers will maintain an IEP file in their classrooms. These records will be maintained under the direct supervision of the teacher and will be located in a locked file cabinet. A record-of-access sheet in each special education file will specify the District personnel who have a legitimate interest in viewing these records.

D. Safeguards

The District will identify in writing the employees who have access to personally identifiable information, and provide training on an annual basis to those staff members.

E. Destruction of Information

The District will inform parents five (5) years after the termination of special education services that personally identifiable information is no longer needed for program purposes. Medicaid reimbursement records must be retained for a period of at least six years and three months from the date on which the service was rendered or until any dispute or litigation concerning the services is resolved, whichever is later. The parent will be advised that such information may be important to establish eligibility for certain adult benefits. At the parent's request, the record information shall either be destroyed or made available to the parent or to the student if eighteen

(18) years or older. Reasonable effort shall be made to provide the parent with notification sixty (60) days prior to taking any action on destruction of records. Unless consent has been received from the parent to destroy the record, confidential information will be retained for five (5) years beyond legal school age.

F. Children's Rights

Privacy rights shall be transferred from the parent to an adult student at the time the student attains eighteen (18) years of age, unless some form of legal guardianship has been designated due to the severity of the disabling condition.

Discipline

Students with disabilities may be suspended from school the same as students without disabilities for the same infractions or violations for up to ten (10) consecutive school days. Students with disabilities may be suspended for additional periods of not longer than ten (10) consecutive school days for separate, unrelated incidents, so long as such removals do not constitute a change in the student's educational placement. However, for any additional days of removal over and

above ten (10) school days in the same school year, the District will provide educational services to a disabled student, which will be determined in consultation with at least one (1) of the child's teachers, determining the location in which services will be provided. The District will implement the disciplinary procedures in accord with the requirements of CFR 300.530-300.537.

Legal Reference:	34 CFR 300.1, et seq.	Individuals with Disabilities Act (IDEA)
	34 CFR 300.502	Independent educational evaluation
	§ 20-1-213, MCA	Transfer of school records
	10.16.3122 ARM	Local Educational Agency Responsibility for Students with Disabilities
	10.16.3220 ARM	Program Narrative
	10.16.3321 ARM	Comprehensive Educational Evaluation Process
	10.16.3340 ARM	Individualized Education Program and Placement Decisions
	10.16.3560 ARM	Special Education Records
	10.60.103 ARM	Identification of Children with Disabilities
	37.85.414 ARM	Maintenance of Records and Auditing (Medicaid)
	Chapter 227 (2019)	Montana Dyslexia Screening and Intervention Act

Policy History:

Adopted on:

Reviewed on:

Revised on:

INSTRUCTION

2162

Section 504 of the Rehabilitation Act of 1973 (“Section 504”)

It is the intent of the District to ensure that students who are disabled within the definition of Section 504 of the Rehabilitation Act of 1973 are identified, evaluated, and provided with appropriate educational services. For those students who need or are believed to need special instruction and/or related services under Section 504 of the Rehabilitation Act of 1973, the District shall establish and implement a system of procedural safeguards. The safeguards shall cover students’ identification, evaluation, and educational placement. This system shall include: notice, an opportunity for the student’s parent or legal guardian to examine relevant records, an impartial hearing with opportunity for participation by the student’s parent or legal guardian, and a review procedure.

Legal Reference:	Rehabilitation Act of 1973, Section 504, 29 U.S.C. § 794
	ADA Amendments Act of 2008
	34 C.F.R. §104.1 <i>et seq.</i> Purpose
	34 C.F.R. §104.35 Evaluation and Placement
	34 C.F.R. §104.36 Procedural safeguards

Policy History:

Adopted on:

Reviewed on:

Revised on:

INSTRUCTION

2162P

page 1 of 2

Section 504 of the Rehabilitation Act of 1973 ("Section 504")

- (1) Impartial Due Process Hearing. If the parent or legal guardian of a student who qualifies under Section 504 for special instruction or related services disagrees with a decision of the District with respect to: (1) the identification of the child as qualifying for Section 504; (2) the District's evaluation of the child; and/or (3) the educational placement of the child, the parents of the student are entitled to certain procedural safeguards. The student shall remain in his/her current placement until the matter has been resolved through the process set forth herein.
 - A. The District shall provide written notice to the parent or legal guardian of a Section 504 student, prior to initiating an evaluation of the child and/or determining the appropriate educational placement of the child, including special instruction and/or related services;
 - B. Upon request, the parent or legal guardian of the student shall be allowed to examine all relevant records relating to the child's education and the District's identification, evaluation, and/or placement decision;
 - C. The parent or legal guardian of the student may make a request in writing for an impartial due process hearing. The written request for an impartial due process hearing shall identify with specificity the areas in which the parent or legal guardian is in disagreement with the District;
 - D. Upon receipt of a written request for an impartial due process hearing, a copy of the written request shall be forwarded to all interested parties within three (3) business days;
 - E. Within ten (10) days of receipt of a written request for an impartial due process hearing, the District shall select and appoint an impartial hearing officer who has no professional or personal interest in the matter. In that regard, the District may select a hearing officer from the list of special education hearing examiners available at the Office of Public Instruction, the county superintendent, or any other person who would conduct the hearing in an impartial and fair manner;
 - F. Once the District has selected an impartial hearing officer, the District shall provide the parent or legal guardian and all other interested parties with notice of the person selected;
 - G. Within five (5) days of the District's selection of a hearing officer, a prehearing conference shall be scheduled to set a date and time for a hearing, identify the issues to be heard, and stipulate to undisputed facts to narrow the contested

factual issues;

H. The hearing officer shall, in writing, notify all parties of the date, time, and location of the due process hearing;

I. Anytime prior to the hearing, the parties may mutually agree to submit the matter to mediation. A mediator may be selected from the Office of Public Instruction's list of trained mediators;

J. At the hearing, the District and the parent or legal guardian may be represented by counsel;

K. The hearing shall be conducted in an informal but orderly manner. Either party may request that the hearing be recorded. Should either party request that the hearing be recorded, it shall be recorded using either appropriate equipment or a court reporter. The District shall be allowed to present its case first. Thereafter the parent or legal guardian shall be allowed to present its case. Witnesses may be called to testify, and documentary evidence may be admitted; however, witnesses will not be subject to cross-examination, and the Montana Rules of Evidence will not apply. The hearing officer shall make all decisions relating to the relevancy of all evidence intended to be presented by the parties. Once all evidence has been received, the hearing officer shall close the hearing. The hearing officer may request that both parties submit proposed findings of fact, conclusions, and decision;

L. Within twenty (20) days of the hearing, the hearing examiner should issue a written report of his/her decision to the parties;

M. Appeals may be taken as provided by law. The parent or legal guardian may contact the Office of Civil Rights, 912 2nd Avenue, Seattle, WA 98114-1099; (206) 220-7900.

- (2) Uniform Complaint Procedure. If a parent or legal guardian of the student alleges that the District and/or any employee of the District has engaged in discrimination or harassment of the student, the parent or legal guardian will be required to proceed through the District's Uniform Complaint Procedure.

Legal Reference: 34 C.F.R. 104.36 Procedural safeguards

Policy History:

Adopted on:

Reviewed on:

1 _____ **School District**

2
3 **INSTRUCTION**

2163

4
5 Traffic Education

6
7 _____ School District will provide a drivers' training instruction program for students who
8 live within the geographic boundaries of the public school district, whether or not they are
9 enrolled in the public school district and provided that students enrolled in the course will have
10 reached their fifteenth (15th) birthday within six (6) months of course completion and have not
11 yet reached nineteen (19) years of age on or before September 10 of the school year in which the
12 student participates in traffic education.

13
14 All eligible students will be treated fairly and without bias in the notification, enrollment, and
15 class administration procedures associated with the traffic education program.

16
17 The purpose of the program is to introduce students to a course of study which should lead to the
18 eventual development of skills appropriate for a licensed driver. The traffic education program is
19 designed to meet the criteria established by the Superintendent of Public Instruction. These
20 criteria include requirements for instructional time, for instructor certification, recommendations
21 for course of study, and reimbursement procedures.

22
23
24
25 Legal Reference: § 20-7-502, MCA Duties of superintendent of public instruction
26 § 20-7-503, MCA District establishment of traffic education program
27 § 20-7-507, MCA District traffic education fund
28 10.13.307, ARM Program Requirements
29 10.13.312, ARM Student Enrollment

30
31 Policy History:

32 Adopted on:

33 Reviewed on:

34 Revised on:

2
3 **INSTRUCTION**

2166

4
5 Gifted Program

6
7 To the extent possible with available resources, all gifted and talented students will have the
8 opportunity to participate in appropriate educational programs. “Gifted and talented students”
9 are students of outstanding abilities, who are capable of high performance and who require
10 differentiated educational programs beyond those normally offered in public schools, in order to
11 fully achieve their potential contribution to self and society.

12
13 The District shall:

- 14
15 • Provide educational services to gifted and talented students that are commensurate to their
16 needs, and foster a positive self-image.
17
18 • Comply with all federal and state laws and regulations regarding addressing gifted education.
19
20
21 • Provide structured support and assistance to teachers in identifying and meeting the diverse
22 student needs of gifted and talented students, and shall provide a framework for considering a
23 full range of alternatives for addressing student needs.

24
25 The Superintendent will establish procedures consistent with state guidelines for nominating,
26 assessing, and selecting children of demonstrated achievement, or potential ability in terms of
27 general intellectual ability and academic aptitude.

28
29 Legal References: §§ 20-7-901 - 904, MCA Gifted and Talented Children
30 10.55.804, ARM Gifted and Talented

31
32 Policy History:

33 Adopted on:

34 Reviewed on:

35 Revised on:

INSTRUCTION

2167

Correspondence Courses

The District will permit a student to enroll in an approved correspondence course from a school accredited by a nationally recognized accreditation program or agency as verified by the Superintendent in order that such student may include a greater variety of learning experiences within the student's educational program not covered by Policy 2168 and 2170.

Credit for correspondence courses may be granted, provided the following requirements are met:

1. Prior permission has been granted by the Superintendent or designee and documented in a correspondence course plan that includes the details of enrollment and completion of the course;
2. The program fits the education plan submitted by the regularly enrolled student;
3. Credit is granted for the following approved schools:
 - a. Schools verified by the Superintendent to be accredited by a recognized accrediting agency;
 - b. Community colleges, vocational-technical institutes, four-(4)-year colleges and universities and state-approved private schools in the state of Montana; and
 - c. Other schools or institutions which are approved by the District after evaluation for a particular course offering.

The District shall not be obligated to pay for a student's correspondence courses unless otherwise specified in Policy 2170. Any courses the District does not pay for will not be included in the ANB calculation in accordance with Policy 3121. **OPTIONAL**: No correspondence courses are allowed that serve to supplant required coursework in grades 9-12.

Cross Reference:	2410 and 2410P 3121	High School Graduation Requirements Enrollment and Attendance
Legal Reference:	§ 20-7-116, MCA ARM 10.55.906 § 20-9-311, MCA Chapter 580 (2023) - Remote Instruction Chapter 307 (2023) – Transformational Learning	Supervised correspondence study High School Credit Calculation of average number belonging (ANB) -- three-year averaging.

INSTRUCTION

2168

page 1 of 2

Remote Instruction from Non-District Sources

For the purposes of this policy, remote instruction is pupil instruction that occurs through virtual learning processes incorporating distance and online learning methods that best prepare pupils to meet desired learning outcomes which is not delivered by District-employed staff or through Montana Digital Academy. Remote instruction authorized under this policy is distinct from remote instruction provided under Policy 2050 and Policy 2170.

The District may authorize student use of remote instruction from non-District sources programs, provided the following requirements are met:

1. The remote instruction programs and/or courses shall meet the learner expectations adopted by the District and be aligned with state content and performance standards;
2. The District shall provide a report to the Superintendent of Public Instruction, documenting how it is meeting the needs of students under the accreditation standards, who are taking a majority of courses during each grading period via remote instruction programs;
3. The District will provide qualified instructors and/or facilitators as described in state law and regulations;
4. The District will ensure that the remote instruction learning facilitators receive in-service training on technology-delivered instruction as described in state law and regulations;
5. The District will comply with all other standards as described in applicable state laws and regulations and District Policies.

The District will permit a student to enroll in an approved remote instruction course under this policy, in order that such student may include a greater variety of learning experiences within the student's educational program.

Credit for remote instruction courses under this policy may be granted, provided the following requirements are met:

1. Prior permission has been granted by the Superintendent or designee and documented in a personalized learning plan that includes the details of enrollment and completion of the course;
2. Remote instruction courses may be allowed to supplant required coursework in grades 6-12 if approved by the Superintendent or designee.

3. The Superintendent or designee has verified the course is delivered from school or institution to be accredited by a nationally recognized accreditation program or agency.

The District will not be obligated to pay for a student's remote instruction courses under this policy unless required for graduation or otherwise specified in Policy 2170. Any courses the District does not pay for will not be included in the ANB calculation in accordance with Policy 3121.

Cross Reference:	2050	Innovative Student Instruction
	2170	Montana Digital Academy
	2410 and 2410P	High School Graduation Requirements
	2100	School Calendar and Year
	3121	Enrollment and Attendance

Legal Reference:	§ 20-9-311(4)(d), MCA	Calculation of Average Number Belonging
	ARM 10.55.705	Administrative Personnel; Assignment of School Administrators/Principals
	ARM 10.55.906	High School Credit
	Chapter 580 (2023)	- Remote Instruction
	Chapter 307 (2023)	- Transformational Learning

Policy History:

Adopted on:

Reviewed on:

Revised on:

2
3 **INSTRUCTION**

2170

4
5 Digital Academy Classes

6
7 The purpose of the Montana digital academy is to enhance the state's system of education and support the
8 development of the full educational potential of each person consistent with the provisions of Article X,
9 section 1(1), of the Montana constitution.

10
11 The District recognizes that the District and students enrolled on either a full time or part time basis may
12 have a need for greater flexibility in the educational program due to funding, teacher availability,
13 individual learning styles, health conditions, employment responsibilities, lack of success in traditional
14 school environments or a desire for students to accelerate their learning and work at the college level
15 before leaving high school. The District acknowledges that remote instruction offered by the Montana
16 Digital Academy (MTDA) may fulfill these needs. MTDA is a specific form of remote instruction distinct
17 from those offered in accordance with Policies 2050 and 2168.

18
19 MTDA is authorized by Montana law to charge fees for students to access offered courses. The District
20 shall pay fees for students enrolled in an MTDA class that is required for graduation as specified in
21 District policy or the student handbook or as determined by the Superintendent or designee. The District
22 may charge students a reasonable fee for an MTDA course or activity not required for graduation. The
23 Board of Trustees authorizes the Superintendent to waive the fee in cases of financial hardship. Any
24 courses the District does not pay for will not be included in the ANB calculation in accordance with
25 Policy 3121.

26
27 The Superintendent, and/or designees, shall be responsible for developing procedures for the MTDA that
28 address related topics that may include but are not limited to specification and determination of
29 graduation requirements and fee collection for classes that are not required. Further, the MTDA ensure
30 compliance with Montana law including:

- 31 A. MTDA courses satisfy the requirements of the MTDA Clearinghouse and empower
32 students to become community, college, and career ready, through:
- 33 • core subject matters required under accreditation standards or adopted by the
34 Board of Trustees;
 - 35 • innovative educational programs, as defined in Section 15-30-3102, MCA; and
 - 36 • proficiency-based courses under Policy 1005FE and Policy 2050.
- 37 B. Qualified district staff provides information and guidance to students and parents
38 regarding the selection of appropriate MTDA courses to meet their needs, as well
39 as a suitable number of MTDA courses in which a student may enroll consistent with
40 Policy 2158.
- 41 C. The curriculum requirements of the state and school district are met.
- 42 D. All MTDA courses taken by the students will be approved by the administration in
43 advance of enrollment.
- 44 E. All teacher-led MTDA courses include licensed, highly qualified teachers which
45 maximize licensure flexibility within law.

46
47 Cross Reference: 1005FE Proficiency Instruction
48 2050 Innovative Student Instruction
49 2158 Family/Parent Engagement
50 2100 School Calendar and Day

1		2168	Remote Instruction
2		2170P	Digital Academy Procedures
3		3520	Student Fees and Fines
4		3121	Enrollment and Attendance
5			
6	Legal Reference:	§20-7-1201, MCA	Montana digital academy – purposes - governance
7		§20-7-1202, MCA	Funding – rulemaking authority
8		§20-9-213, MCA	Fees
9		§ 20-9-311, MCA	Calculation of average number belonging (ANB)
10			-- three-year averaging.
11		Chapter 580 (2023)	- Remote Instruction
12		Chapter 307 (2023)	– Transformational Learning
13		Chapter 537 (2023)	– Revise Digital Academy
14			
15	<u>Policy History:</u>		
16	Adopted on:		
17	Reviewed on:		
18	Revised on:		

1 _____ **School District**

2
3 **INSTRUCTION**

2170P

4
5 Digital Academy Classes

6
7 The District will permit a student to enroll in Montana Digital Academy (MDA) classes in order that
8 such student may include a greater variety of learning experiences within the student's educational
9 program or enroll in a class for credit recovery. The District will allow students in grades _____ to
10 enroll in the Montana Digital Academy program under the following conditions:

- 11
12 1. The student must be an enrolled student in the District.
- 13
14 2. Prior permission has been granted by the principal and documented in a course plan that
15 includes the details of enrollment and completion of the course.
- 16
17 3. The program fits the education plan submitted by the regularly enrolled student.
- 18
19 4. A part-time student must be enrolled for a minimum of 180 aggregate hours of instruction as
20 provided in 20-9-311(4)(a)(i). This can be an onsite or an MTDA class.
- 21
22 5. Determination of Montana High School Association (MHSA) eligibility will be based on
23 eligibility rules established by MHSA. Students who wish to take MTDA classes and
24 participate in MHSA activities must follow all extra-curricular eligibility rules.
- 25
26 6. The student will be required to take the class(es) during the Digital Academy course within
27 the schedule.
28
29 OR: The student will have the option of taking the MTDA class(es) in the school building,
30 during school time, or outside of the school building at a remote location, depending how and
31 when such MTDA class(es) is/are offered.
- 32
33 7. Any MTDA course offered may be made available to a student in the discretion of the
34 Superintendent or designee and all courses offered by MTDA shall be considered approved
35 by the Board of Trustees for the applicable school fiscal year.
- 36
37 8. The District shall pay fees for students enrolled in an MTDA class that required for
38 graduation as specified in District policy or the student handbook or as determined by the
39 Superintendent or designee. **OPTIONAL:** Classes defined as being required for graduation
40 include classes taken for purposes of credit recovery. **OPTIONAL:** Classes defined as being
41 required for graduation do not include classes offered by the District onsite as determined by
42 the Superintendent or designee and will therefore be considered an elective class, subject to a
43 student fee as referenced in this policy.
- 44
45 9. The District **SELECTION OPTION:** [shall / shall not] charge students a reasonable fee for an
46 elective MTDA course or activity not required for graduation. The Board of Trustees
47 authorizes the Superintendent to waive the fee in cases of financial hardship.
- 48

_____ **School District**

INSTRUCTION

2171

Significant Writing Program

OPTION 1:

The Board of Trustees has determined that a significant writing program is critical for the education program of the students. The significant writing program has been developed by the administration and staff and approved by the Board. Teachers with a significant writing program shall have a maximum load of 100 students per day.

OPTION 2:

The Board of Trustees has determined that incorporating an independent significant writing program in the District is not possible given the financial status of the district, the number of staff employed, and the time available within the class schedule. Writing will be incorporated in all aspects of the curriculum.

Legal References: 10.55.701(2) (p) ARM
 10.55.713 (4) ARM

Board of Trustees
Teacher Load and Class Size

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

2
3 **INSTRUCTION**

2221

4
5 School Emergencies and Closures

6
7 The Superintendent may order closure of schools in the event of extreme weather or other
8 emergency, in compliance with established procedures for notifying parents, students, and staff.
9

10 The Board of Trustees is authorized to declare that a state of emergency exists within the
11 community. A declaration issued by the Board of Trustees is distinct from any declaration in
12 effect or previously issued by local, state or federal authorities. An emergency declaration issued
13 by the Board of Trustees authorizes the School District to take extraordinary measures to protect
14 students and staff while delivering education services in a manner authorized by law. The
15 method and location of instruction and related educational services shall be implemented in a
16 manner that serves the needs of students, their families, and staff and preserves the School
17 District's full entitlement of funding.
18

19 The trustees may order the emergency closure of schools for one (1) school day each year,
20 without the need to reschedule the lost pupil instruction time when the closure is the result of an
21 emergency. The 1-school-day closure under this subsection is not subject to the reduction in
22 BASE aid pursuant to Section 20-9-805, MCA.
23

24 In the event of a declared emergency, the School District shall avail itself of all flexibilities
25 allowed by law, rule, or regulation and shall be otherwise governed by the school finance laws
26 and rules of the state of Montana. The School District shall comply with auditing requirements
27 and reserves the authority to assert its rights to manage school district funds or seek state and
28 federal funds in a manner consistent with the full flexibility available under all applicable laws.
29

30 If a declaration of emergency is declared by the Board of Trustees, it may later adopt a resolution
31 that a reasonable effort has been made to reschedule the pupil-instruction time lost because of the
32 unforeseen emergency. If the trustees adopt the resolution, the pupil-instruction time lost during
33 the closure need not be rescheduled to meet the minimum requirement for aggregate hours that a
34 school district must conduct during the school year in order to be entitled to full BASE aid. At
35 least 75% of the pupil-instruction time lost due to the unforeseen emergency must have been
36 made up before the trustees can declare that a reasonable effort has been made.
37

38 For the purposes of this and related policies, "reasonable effort" means the rescheduling or
39 extension of the school district's instructional calendar to make up at least 75% of the hours of
40 pupil instruction lost due to an unforeseen emergency through any combination of the following
41 as outlined in accordance with Policies 2050 and 2100:

- 42 (a) extending the school year beyond the last scheduled day;
43 (b) the use of scheduled vacation days in the district's adopted school calendar
44 (c) the conduct of pupil instruction on Saturdays;
45 (d) extending instructional hours during the school day.
46

Cross Reference: 2100 School Calendar and Day
2050 Student Instruction
8110 Bus Routes and Schedules

Legal Reference: Section 20-9-801-802, MCA Emergency School Closure
Section 20-9-806, MCA School closure by declaration of emergency
Section 20-9-805, MCA Rate of reduction in annual apportionment entitlement.

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

2
3 **INSTRUCTION**

2221P
page 1 of 2

4
5 School Closure Procedure

6
7 *Note: this is an optional procedure that should be customized to meet a districts' specific needs,*
8 *structure, and operations. These changes reflect updates to the MTBSA model document.*
9

10 All students, parents, and school employees should assume that school will be in session and
11 buses running as scheduled, unless there is official notification from the Superintendent to the
12 contrary. Such notice will be given via public media.
13

14 In the event extremely cold temperatures, wind chill factors, snow, wind, community disaster,
15 public health emergency, or other circumstances require a modification of the normal routine, the
16 Superintendent will make the modification decision prior to 6:00 a.m. and contact the public
17 radio stations for broadcast to the community and will initiate the emergency fan-out
18 communication procedure to all administrators.
19

20 The provisions of this procedure may be terminated, amended, or adjusted, by the Board of
21 Trustees in the event of circumstances requiring extended school closure due to a declaration of
22 emergency.
23

24 Work Schedules and Responsibilities for School Closures

25
26 **Superintendent**
27

28 The Superintendent or Board of Trustees has authority to close schools. The Superintendent will
29 be on duty throughout any existing or potential emergency situation, day or night. All orders of
30 doubtful origin should be confirmed with the Superintendent.
31

32 **Central Administrative Personnel**
33

34 Central administrative personnel will be expected to report for duty on their assigned shifts in the
35 event of any school closure, insofar as is safely possible, unless otherwise directed by the
36 Superintendent or designee. Additional hours may be required, especially of the maintenance
37 supervisor, business manager, and personnel director, depending on the nature of the emergency.
38

39 **Building-Level Administrators, Non-Teaching "Exempt" Personnel, and Identified**
40 **Support Staff**
41

42 All building-level administrators and non-teaching "exempt" personnel will report for duty per
43 their normal shifts or as otherwise directed each day during the school closure, together with the
44 head custodian and at least one (1) secretary, insofar as is safely possible. The building
45
46

administrator will ascertain that the building has been adequately secured and that any child who mistakenly reports to school is properly and safely cared for and returned home per District policy. The administrator and this minimal support staff shall notify other staff and/or other support employees of the situation and will respond to telephone questions. Staff will be advised of schedule for the day by immediate supervisor.

12-Month Classified Employees

In the event of school closure, 12-month classified personnel may report for duty or not report for duty, as directed by their immediate supervisor. Building secretaries and secretaries to ~~key~~ central administrative personnel who are required to be on duty are expected to report for duty. If a 12-month classified employee is unable to or does not report for duty, the employee will complete a leave request form to declare the day as personal leave, vacation, or leave without pay.

10- and 11-Month Classified Employees

Ten- and 11-month employees may report for duty or not report for duty as directed by their immediate supervisor. If such employees do not report for duty, they will complete a District leave request form to declare the day as personal leave, vacation, or leave without pay.

Aides, Food Service Workers, and Other 9¼-Month Classified Employees

These employees work only those days school is in session and are not expected to work when school is not in session. If school has been closed, 9¼-month employees should not report for duty unless otherwise directed by their immediate supervisor. 9¼-month employees will complete a leave request form to declare the day as personal leave, vacation, or leave without pay.

Teachers (Teachers, Librarians, Psychologists, Counselors)

If schools are closed for weather or other emergency conditions, teachers are not expected to report for duty unless directed otherwise. Teachers do not need to submit an absence form. In cases of school closures, it is customary for the days to be made up at another time; thus teachers will typically still fulfill their contract days.

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

2
3 **INSTRUCTION**

2240

4
5 Summer School

6
7 The Board of Trustees authorizes a summer program of instructional offerings for the purpose of
8 remediation of credit, maintenance of skills, and enrichment. All classes offered for credit must
9 meet minimum state requirements for accreditation and may be delivered at the school or at
10 another offsite location. Remediation credit courses shall be offered for grades 9-12, in
11 accordance with District advancement requirements. Credit course offerings must be approved
12 by the Board of Trustees.

13
14
15
16
17 Policy History:

18 Adopted on:

19 Reviewed on:

20 Revised on:

2
3 **INSTRUCTION**

2250

4
5 Community and Adult Education

6
7 Efforts will be made to maximize the use of public school facilities and resources, realizing that
8 education is a lifelong process involving the whole community. The District may make its
9 resources available to adults and other non-students, within limits of budget, staff, and facilities,
10 provided there is no interference with or impairment of the regular school program. Community
11 and adult education and other offerings may be developed in cooperation with community
12 representatives, subject to approval and authorization by the Board.
13
14

15
16 Legal Reference: § 20-7-703, MCA Trustees' policies for adult education
17

18 Policy History:

19 Adopted on:

20 Reviewed on:

21 Revised on:

INSTRUCTION

2309

Library Materials

School library and classroom library books are primarily for use by District students and staff. Library books may be checked out by either students or staff. Individuals who check out books are responsible for the care and timely return of those materials. The building principal may assess fines for damaged or unreturned books.

District residents and parents or guardians of non-resident students attending the District may be allowed use of library books, at the discretion of the building principal. However, such access shall not interfere with regular school use of those books. Use of library books outside of the District is prohibited except for inter-library loan agreements with other libraries.

Any individual may challenge the selection of materials for the library/media center. The Uniform Complaint Procedure will be utilized to determine if challenged material is properly located in the library.

Cross Reference: 1700 Uniform Complaint Procedure
 2314 Learning Materials Review

Legal Reference: § 20-4-402(5), MCA Duties of district superintendent or county high school principal
 § 20-7-203, MCA Trustees' policies for school library
 § 20-7-204, MCA School library book selection

Policy History:

Adopted on:

Reviewed on:

Revised on:

2310

1 _____ **School District**

R

2
3 **INSTRUCTION**

2310P

4
5 Selection of Library Materials

6
7 Selection of library materials is a professional task conducted by library staff. In selecting
8 library materials, the librarian will evaluate the existing collection; assess curricula needs;
9 examine materials; and consult reputable, professionally prepared selection aids.

10
11 Weeding

12
13 When materials no longer meet criteria for selection, they will be weeded. Weeding is a
14 necessary aspect of selection, since every library will contain works which may have answered a
15 need at the time of acquisition, but which, with the passage of time, have become obsolete,
16 dated, unappealing, or worn out.

17
18 Discarded materials will be clearly stamped:

19
20 “WITHDRAWAL FROM _____ PUBLIC SCHOOL LIBRARY”

21
22 Materials will be discarded in compliance with § 20-6-604, MCA. When the decision to sell or
23 dispose of library materials is made, the Board will adopt a resolution to sell or otherwise
24 dispose of the material because it is or is about to become abandoned, obsolete, undesirable, or
25 unsuitable for the school purposes of the District. The Board will publish a notice of the
26 resolution in the newspaper of general circulation in _____. The resolution may not
27 become effective for fourteen (14) days after notice is published.

28
29 Gifts

30
31 Gift materials may be accepted with the understanding they must meet criteria set for book
32 selection.

33
34
35 Policy History:

36 Adopted on:

37 Reviewed on:

38 Revised on:

INSTRUCTION

2311

Instructional Materials

The Board is legally responsible to approve and to provide the necessary instructional materials used in the District. Textbooks and instructional materials should provide quality learning experiences for students and:

- Enrich and support the curriculum;
- Stimulate growth in knowledge, literary appreciation, aesthetic value, and ethical standards;
- Provide background information to enable students to make intelligent judgments;
- Present opposing sides of controversial issues;
- Be representative of the many religious, ethnic, and cultural groups and their contributions to our American heritage;
- Depict in an accurate and unbiased way the cultural diversity and pluralistic nature of American society.

Basic instructional course material in the fundamental skill areas of language arts, mathematics, science, and social studies should be reviewed at intervals not exceeding five (5) years, or consistent with the state's standards revision schedule that are consistent with the goals of the continuous school improvement plan. All instructional materials must be sequential and must be compatible with previous and future offerings.

Instructional materials may be made available for loan to students when the best interest of the District and student will be served by such a decision. Students will not be charged for normal wear. They will be charged replacement cost, however, as well as for excessive wear, unreasonable damage, or lost materials. The professional staff will maintain records necessary for the proper accounting of all instructional materials.

Cross Reference: 2314 Learning Materials Review

Legal Reference:	§ 20-4-402, MCA	Duties of district superintendent or county high school principal
	§ 20-7-601, MCA	Free textbook provisions
	§ 20-7-602, MCA	Textbook selection and adoption
	10.55.603(4)(b), ARM	Curriculum and Assessment

Policy History:

Adopted on:

Reviewed on:

Revised on:

INSTRUCTION

2311P

Selection, Adoption, and Removal of Textbooks and Instructional Materials

Curriculum committees will generally be responsible to recommend textbooks and major instructional materials purchases. Recommendations will be made to the Superintendent. The function of the committee is to ensure that materials are selected in conformance with stated criteria and established District goals and objectives. A curriculum committee may consist of only those members in a particular department. The same basic selection procedures should be followed as with District-wide committees.

Selection and Adoption

Textbooks shall be selected by a curriculum committee representing the various staff who will likely be using the text. In most, but not all, cases an administrator will chair the committee. Each committee should develop, prior to selection, a set of selection criteria against which textbooks will be evaluated. The criteria should include the following, along with other appropriate criteria. Textbooks shall:

- Be congruent with identified instructional objectives;
- Present more than one viewpoint on controversial issues;
- Present minorities realistically;
- Present non-stereotypic models;
- Facilitate the sharing of cultural differences;
- Be priced appropriately.

Removal

Textbooks may be removed when they no longer meet the criteria for initial selection, when they are worn out, or when they have been judged inappropriate through the Learning Materials Review Process.

Policy History:

Adopted on:

Reviewed on:

Revised on:

INSTRUCTION

2312

Copyright

The District recognizes that federal law makes it illegal to duplicate copyrighted materials without authorization of the holder of the copyright, except for certain exempt purposes. Severe penalties may be imposed for unauthorized copying or use of audio, visual, digital, or printed materials and computer software, unless the copying or use conforms to the “fair use” doctrine.

Under the "fair use" doctrine, unauthorized reproduction of printed copyrighted materials is permissible for such purposes as criticism, comment, news reporting, teaching, scholarship, or research.

Under the fair use doctrine, each of the following four standards must be met in order to use the printed copyrighted document:

- Purpose and Character of the Use – The use must be for such purposes as teaching or scholarship.
- Nature of the Copyrighted Work – The type of work to be copied.
- Amount and Substantiality of the Portion Used – Copying the whole of a work cannot be considered fair use; copying a small portion may be if these guidelines are followed.
- Effect of the Use Upon the Potential Market for or value of the Copyrighted Work – If resulting economic loss to the copyright holder can be shown, even making a single copy of certain materials may be an infringement, and making multiple copies presents the danger of greater penalties.

While the District encourages its staff to enrich learning programs by making proper use of supplementary materials, it is the responsibility of staff to abide by District copying procedures and obey requirements of law. Under no circumstances will it be necessary for staff to violate copyright requirements in order to properly perform their duties. The District cannot be responsible for any violations of the copyright law by its staff.

The display of dramatic performances, musical works, motion pictures or television programming to students may only occur for educational purposes under the following standards:

- During onsite instruction
- When viewed in a classroom or designated place of instruction
- With a lawfully made copy or via an authorized account
- As a regular part of instruction and directly related to the curriculum

Employees should contact the administration with inquiries about accessing lawful copies of materials or accounts to access materials available via online platforms to ensure compliance with copyright laws.

Any staff member who is uncertain as to whether reproducing or using copyrighted material complies with District procedures or is permissible under the law should consult the Superintendent. The Superintendent will assist staff in obtaining proper authorization to copy or use protected materials, when such authorization is required.

Legal Reference: 17 USC 101 - 1332 Federal Copyright Law of 1976

Policy History:

Adopted on:

Reviewed on:

Revised on:

INSTRUCTION

2314

Learning Materials Review

Citizens objecting to specific materials used in the District are encouraged to submit a complaint in writing using the Uniform Complaint Procedure (Policy 1700) and discuss the complaint with the building principal prior to pursuing a formal complaint.

Learning materials, for the purposes of this policy, are considered to be any material used in classroom instruction, library materials, or any materials to which a teacher might refer a student as part of the course of instruction.

Cross Reference: 1700 Uniform Complaint Procedure

Policy History:

Adopted on:

Reviewed on:

Revised on:

2
3 **INSTRUCTION**

2320

4
5 Field Trips, Excursions, and Outdoor Education

6
7 The Board recognizes that field trips, when used as a device for teaching and learning integral to
8 the curriculum, are an educationally sound and important ingredient in the instructional program
9 of the schools. Such trips can supplement and enrich classroom procedures by providing
10 learning experiences in an environment beyond the classroom. The Board also recognizes that
11 field trips may result in lost learning opportunities in missed classes. Therefore, the Board
12 endorses the use of field trips, when educational objectives achieved by the trip outweigh any
13 lost in-class learning opportunities.

14
15 Field trips that will take students out of state must be approved in advance by the Board; building
16 principals may approve all other field trips.

17
18 Building principals will develop procedures with respect to field trips, excursions, and outdoor
19 education.

20
21 Staff members may not solicit students during instructional time for any privately arranged field
22 trip or excursion without Board permission.

23
24 Transportation and lodging for trips or events under this policy shall be in accordance with
25 Policy 8132. The presence of a person with a currently valid first aid card is required during
26 school-sponsored activities, including field trips, athletic, and other off-campus events. Parental
27 permission shall be documented for all school sponsored trips.

28
29 Cross Reference Policy 2158 Parental and Family Engagement
30 Policy 8132 Activity Trips

31
32 Legal Reference: ARM 37.111.825 Health Supervision and Maintenance
33 Title 40, Chapter 6, Part 7 Rights of Parents

34
35 Policy History:

36 Adopted on:

37 Reviewed on:

38 Revised on:

1 _____ **School District**

2
3 **INSTRUCTION**

2322

4
5 Contests for Students

6
7 Contests may be made available to students by outside organizations through the schools, subject
8 to certain limitations. The administrator shall determine that the contest is not in conflict with
9 nor will it diminish the primary educational aims of the schools and that it meets the needs and
10 interests of students.

11
12 The schools shall confine their participation to those national contests which are currently placed
13 on the approved list published annually by the Committee on National Contests and activities of
14 the National Association of Secondary School Principals.

15
16 A state or local contest in which students participate shall be:

- 17
18 1. One that supplements and does not interfere with the regular school program.
19
20 2. One that is beneficial to youth in education, civic, social, or ethical development.
21
22 3. One that makes it possible for individual students to work out contributions by their own
23 efforts and does not invite dishonest collaboration.
24
25 4. One whose subject is not commercial, controversial, sectarian, or concerned with
26 propaganda. It must emphasize high moral standards, good citizenship, and intellectual
27 competence.
28
29 5. One from which no contestant shall be excluded because of race, color, creed, sex, or
30 payment of entry fee.
31
32 6. One which does not place an undue burden on students, teachers, or the school nor
33 require frequent or lengthy absence of participants from the school.
34
35 7. One sponsored by an organization engaged in a creditable or acceptable enterprise,
36 regardless of kind or amount of prizes offered. The contest or activity must not be used
37 as a “front” for advertising a company name or product.
38

39 Contests will not be allowed unless they further the educational goals of the District.
40
41
42

43 Policy History:

44 Adopted on:

45 Reviewed on:

46 Revised on:

INSTRUCTION

2330

Controversial Issues and Academic Freedom

The District will offer courses of study which will afford learning experiences appropriate to levels of student understanding. The instructional program respects the right of students to face issues, to have free access to information, to study under teachers in situations free from prejudice, and to form, hold, and express their own opinions without personal prejudice or discrimination.

Teachers will guide discussions and procedures with thoroughness and objectivity to acquaint students with the need to recognize various points of view, importance of fact, value of good judgment, and the virtue of respect for conflicting opinions.

The Board encourages and supports the concept of academic freedom, recognizing it as a necessary condition to aid in maintaining an environment conducive to learning and to the free exchange of ideas and information.

In a study or discussion of controversial issues or materials, however, the Board directs teaching staff to take into account the following criteria:

1. Relative maturity of students;
2. District philosophy of education;
3. Community standards, morals, and values;
4. Necessity for a balanced presentation; and
5. Necessity to seek administrative counsel and guidance in such matters.

Legal Reference: Article X, Sec. 8, Montana Constitution - School district trustees
§ 20-3-324(16) and (17), MCA Powers and duties

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

2
3 **INSTRUCTION**

2332

page 1 of 3

4
5 Religion and Religious Activities

6
7 In keeping with the United States and Montana Constitutions and judicial decisions, the District
8 may not support any religion or endorse religious activity. At the same time, the District may
9 not prohibit private religious expression by students. This policy provides direction to students
10 and staff members about the application of these principles to student religious activity at school.

11
12 Student Prayer and Discussion

13
14 Students may pray individually or in groups and may discuss their religious views with other
15 students, as long as they are not disruptive or coercive. The right to engage in voluntary prayer
16 does not include the right to have a captive audience listen, to harass other students, or to force
17 them to participate. Students may pray silently in the classroom, except when they are expected
18 to be involved in classroom instruction or activities.

19
20 Staff Members

21
22 Staff members may not encourage, discourage, persuade, dissuade, sponsor, participate in, or
23 discriminate against a religious activity or an activity because of its religious content when in the
24 course of completing official duties.

25
26 Graduation Ceremonies

27
28 Graduation is an important event for students and their families. In order to assure the
29 appropriateness and dignity of the occasion, the District sponsors and pays for graduation
30 ceremonies and retains ultimate control over their structure and content.

31
32 District officials may not invite or permit members of the clergy to give prayers at graduation.
33 Furthermore, District officials may not organize or agree to requests for prayer by other persons
34 at graduation, including requests by students to open or deliver a prayer at graduation. The
35 District may not prefer the beliefs of some students over the beliefs of others, coerce dissenters
36 or nonbelievers, or communicate any endorsement of religion.

37
38 Baccalaureate Ceremonies

39
40 Students and their families may organize baccalaureate services, at which attendance must be
41 entirely voluntary. Organizers of baccalaureate services may rent and have access to school
42 facilities on the same basis as other private groups and may not receive preferential treatment.
43 The District may not be identified as sponsoring or endorsing baccalaureate services. District
44 funds, including paid staff time, may not be used directly or indirectly to support or subsidize
45 any religious services.

Assemblies, Extracurricular and Athletic Events

District officials may not invite or permit members of the clergy, staff members, or outsiders to give prayers at school-sponsored assemblies and extracurricular or athletic events. District officials also may not organize or agree to student requests for prayer at assemblies and other school-sponsored events. Furthermore, prayer may not be broadcast over the school public address system, even if the prayer is nonsectarian, nonproselytizing, and initiated by students.

Student Religious Expression and Assignments

Students may express their individual religious beliefs in reports, tests, homework, and projects. Staff members should judge their work by ordinary academic standards, including substance, relevance, appearance, composition, and grammar. Student religious expression should neither be favored nor penalized.

Religion in the Curriculum

Staff members may teach students about religion in history, art, music, literature, and other subjects in which religious influence has been and continues to be felt. However, staff members may not teach religion or advocate religious doctrine or practice. The prohibition against teaching religion extends to curricular decisions which promote religion or religious beliefs.

School programs, performances, and celebrations must serve an educational purpose. The inclusion of religious music, symbols, art, or writings is permitted, if the religious content has a historical or independent educational purpose which contributes to the objectives of the approved curriculum. School programs, performances, and celebrations cannot promote, encourage, discourage, persuade, dissuade, or discriminate against a religion or religious activity and cannot be oriented to religion or a religious holiday.

Student Religious Groups

Students may gather as non-curricular groups to discuss or promote religion in accordance with District Policy 3233.

Distribution of Religious Literature

Students may distribute religious literature to their classmates, subject to the same constitutionally acceptable restrictions the District imposes on distribution of other non-school literature. Outsiders may not distribute religious or other literature to students on school property, consistent with and pursuant to the District policy on solicitations (Policy 4321).

Religious Holidays

Staff members may teach objectively about religious holidays and about religious symbols, music, art, literature, and drama which accompany the holidays. They may celebrate the historical aspects of the holidays but may not observe them as religious events.

1
2 Cross Reference: Policy 3550 – Student Clubs
3 Policy 3233 - Student Use of Buildings
4 Policy 3510 - School Sponsored Activities
5
6 Legal References 20-7-112 Sectarian publications prohibited and -- religious materials
7 allowed – prayer
8 *Kennedy v. Bremerton* 597 U.S. ____ (2022)
9 Chapter 280 (2023) Religious materials and prayer in schools
10 Chapter 281 (2023) Religious expression for students and teachers
11
12 Policy History:
13 Adopted on:
14 Reviewed on:
15 Revised on:

INSTRUCTION

2333

Participation in Commencement Exercises
Statement of Policy

A student's right to participate in a commencement exercise of the graduating class at _____ High School is an honor. As such, participation in this ceremony is reserved for those members of the graduating class who have completed all state and local requirements for graduation before the date of the ceremony. Students who complete their requirements after the date of commencement exercises will receive their diplomas at that time.

Organization and Content of Commencement Exercises

The school district will permit students to honor their American Indian heritage through the display of culturally significant tribal regalia at commencement ceremonies. Any item that promotes drug use, weapon use, threats of violence, sexual harassment, bullying, or other intimidation, or violates another district policy, state, or federal law may not be worn during graduation.

The school administration may invite graduating students to participate in high school graduation exercises according to academic class standing or class officer status. Any student who, because of academic class standing, is requested to participate may choose to decline the invitation.

The school administrators will review presentations and specific content, and may advise participants about appropriate language for the audience and occasion. Students selected to participate may choose to deliver an address, poem, reading, song, musical presentation, or any other pronouncement of their choosing.

The printed program for a commencement exercise will include the following paragraphs:

Any presentation by participants of graduation exercises is the private expression of an individual participant and does not necessarily reflect any official position of the District, its Board, administration, or employees, nor does it necessarily indicate the views of any other graduates.

The Board recognizes that at graduation time and throughout the course of the educational process, there will be instances when religious values, religious practices, and religious persons will have some interaction with the public schools and students. The Board, while not endorsing any religion, recognizes the rights of individuals to have the freedom to express their individual political, social, or religious views.

Legal Reference:	Art. II, Sec. 5, Montana Constitution - Freedom of religion
	Art. X, Sec. 1(2), Montana Constitution – Educational Goals and Duties
	Art. X, Sec. 7, Montana Constitution - Nondiscrimination in education
	§ 20-5-201(3), MCA Duties and Sanctions
	§ 20-1-308, MCA Religious instruction released time program
	§ 20-7-112, MCA Sectarian publications prohibited and prayer permitted

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

2
3 **INSTRUCTION**

2334

4
5 Release Time for Religious Instruction

6
7 The District may provide for a religious instruction released time program, under which a student
8 may be released, on written request of a parent(s) or guardian(s), except that no such program
9 will take place in public school property. Such release will not adversely affect a student's
10 attendance.

11
12 **OR:**

13
14 No student will be released during the school day for religious instruction.
15
16

17
18 Legal Reference: Art. II, Sec. 5, Montana Constitution - Freedom of religion
19 Art. X, Sec. 7, Montana Constitution - Nondiscrimination in education
20 § 20-1-308, MCA Religious instruction released time program
21

22 Policy History:

23 Adopted on:

24 Reviewed on:

25 Revised on:

INSTRUCTION

2335

Health Enhancement

Health, family life, and sex education, including information about parts of the body, reproduction, and related topics, will be included in the instructional program as appropriate to grade level and course of study. An instructional approach will be developed after consultation with parents and other community representatives. Parents and guardians may ask to review materials to be used and may request that their child be excluded from human sexuality education or instruction class sessions without prejudice in accordance with Policy 3120. The District will notify parents and guardians 48 hours prior to any event, assembly, or introduction of materials for instructional use on the topic of human sexuality. Notification of parent or guardian rights under this policy will be issued on an annual basis.

For purposes of this Policy, "human sexuality education or instruction" means teaching or otherwise providing information about human sexuality, including intimate relationships, human sexual anatomy, sexual reproduction, sexually transmitted infections, sexual acts, sexual orientation, gender identity, abstinence, contraception, or reproductive rights and responsibilities.

AIDS Education and Prevention

The Board believes HIV/AIDS and other STD/STI instruction is most effective when integrated into a comprehensive health education program. Instruction must be appropriate to grade level and development of students and must occur in a systematic manner. The Board particularly desires that students receive proper education about HIV and other STD/STI's, before they reach the age when they may adopt behaviors which put them at risk of contracting the disease.

In order for education about HIV and other STD/STI's to be most effective, the Superintendent will require that faculty members who present this instruction receive continuing in-service training which includes appropriate teaching strategies and techniques. Other staff members not involved in direct instruction, but who have contact with students, will receive basic information about HIV/AIDS and other STD/STI's and instruction in use of universal precautions when dealing with body fluids. In accordance with Board policy, parents will have an opportunity to review the HIV/STD/STI education program, before it is presented to students.

Cross Reference: Policy 3120 – Compulsory Attendance
 Policy 2332 – Student and Family Privacy Rights
 Policy 2158 – Family Engagement

Legal Reference:	§§ 50-16-1001, et seq., MCA	AIDS Education and Prevention (AIDS Prevention Act)
	§ 20-7-120, MCA	Excused Absences from Curriculum Requirements

Policy History:

Adopted on:
Reviewed on:
Revised on:

Policy 2335F1 - Human Sexuality Instruction Annual Notice

Dear Parent/Guardian,

The _____ School District is providing a notice that is required under the provisions of Senate Bill 99, which the 2021 Legislature passed, and Governor Gianforte signed into law. The operative section of law governing this notice is Section 20-7-120, MCA , which provides as follows:

- 20-7-120. Excused absences from curriculum requirements -- notice -- prohibited activities.** (1) A parent, guardian, or other person who is responsible for the care of a child may refuse to allow the child to attend or withdraw the child from a course of instruction, a class period, an assembly, an organized school function, or instruction provided by the district through its staff or guests invited at the request of the district regarding human sexuality instruction. The withdrawal or refusal to attend is an excused absence pursuant to 20-5-103.
- (2) Any school implementing or maintaining a curriculum, providing materials, or holding an event or assembly at which the district provides human sexuality instruction, whether introduced by school educators, administrators, or officials or by guests invited at the request of the school, shall adopt a policy ensuring parental or guardian notification no less than 48 hours prior to holding an event or assembly or introducing materials for instructional use.
- (3) A school district shall annually notify the parent or guardian of each student scheduled to be enrolled in human sexuality instruction in the district or school in advance of the instruction of:
- (a) the basic content of the district's or school's human sexuality instruction intended to be taught to the student; and
 - (b) the parent's or guardian's right to withdraw the student from the district's or school's human sexuality instruction.
- (4) A school district shall make all curriculum materials used in the district's or school's human sexuality instruction available for public inspection prior to the use of the materials in actual instruction.
- (5) A school district or its personnel or agents may not permit a person, entity, or any affiliate or agent of the person or entity to offer, sponsor, or furnish in any manner any course materials or instruction relating to human sexuality or sexually transmitted diseases to its students or personnel if the person, entity, or any affiliate or agent of the person or entity is a provider of abortion services.
- (6) For purposes of this section, "human sexuality instruction" means teaching or otherwise providing information about human sexuality, including intimate relationships, human sexual anatomy, sexual reproduction, sexually transmitted infections, sexual acts, sexual orientation, gender identity, abstinence, contraception, or reproductive rights and responsibilities.

This notice is being provided comprehensively and in advance of the school year, also well in advance of the minimum notice of 48 hours prior to instruction to ensure full transparency and to provide a parent/guardian the right to opt their child out of “human sexuality instruction” as defined in (6) of the law above.

Courses and Related Activities Where the Topic of Human Sexuality Instruction Could Arise:

The district has four categories of activities that involve human sexuality instruction as defined in the law.

1. **Health Enhancement Curriculum:** The first category consists of designated courses involving human sexuality instruction that are part of our health curriculum. Although none of these

courses are exclusively devoted to human sexuality instruction, the topic of human sexuality does arise in the typical course delivery at various times.

- a. Course 1, [including length and course name].
 - b. Course 2, []
 - c. Course 3, []
2. **Other Courses:** The second category consists of other courses where topics related to or involving human sexuality instruction arise incidentally through addressing topics germane to the course and consistent with accreditation standards. These courses include but are not limited to science and literature.
 - a. Course 1, [including length and course name].
 - b. Course 2, []
 - c. Course 3, []
3. **Other Services Provided by Designated Staff:** The third category consists of student-initiated inquiries of school district staff that, in order to address, may involve human sexuality as defined in law. Typical staff involved in these interactions include but are not limited to librarians, counselors, and school nurses. Inquiries will be addressed on an age-appropriate basis using the professional judgment of licensed, certified, or otherwise authorized school personnel.
4. **Special Events and Student Assemblies:** The fourth category consists of special events and student assemblies periodically scheduled that touch on topics of student health and which may involve incidental mention of topics related to human sexuality instruction as defined in the law. The following are dates and times when such assemblies are scheduled during the upcoming school year:
 - a. Date 1, [including event or assembly name].
 - b. Date 2, []
 - c. Date 3, []

Notice of Your Rights:

As a parent/guardian of a student, you have the right to refuse to allow your child to attend or withdraw your child from a course of instruction, a class period, an assembly, an organized school function, or instruction provided by the district through its staff or guests invited at the request of the district regarding human sexuality instruction. The withdrawal or refusal to attend is an excused absence pursuant to Seciton 20-5-103, MCA. You can opt your child out of human sexuality instruction by providing the school district written notice by completing, signing, and submitting the attached form.

Links to Materials:

The following link will provide you access to the following:

1. The basic content of the district's or school's human sexuality instruction; and
2. All curriculum materials used in the district's human sexuality instruction.

Human Sexuality Instruction Opt-Out Form
For _____ School Year

A family who does not want their student to receive human sexuality instruction at school may request to opt out of such instruction by completing this form.

I, _____, Parent or Guardian of, _____ a student enrolled at _____ School District, request my student not receive human sexuality instruction for the duration of the _____ school year in a manner consistent with the excused absence methods identified by the School District as specified in Section 20-5-103, MCA.

I understand my student will not attend any courses, special events, student assemblies where human sexuality instruction occurs. I also understand my student will not receive any services from school district staff regarding human sexuality instruction that may include but are not limited to individual services from teachers, librarians, nurses, or counselors that may related to human sexuality. A student seeking such services will be redirected to the parent in accordance with the decision noted on this form.

I acknowledge I have received notification of my rights in this area under Section 20-7-120, MCA, and have been provided an opportunity to review related information and materials on this topic.

I may withdraw this opt out in writing at anytime.

Parent

Date

Received by:

School Official

Date

Policy 2335F2 - Human Sexuality 48 Hour Notice
For Unanticipated Introduction of Human Sexuality Instruction Not Addressed in Annual Notice

Dear Parent/Guardian,

The _____ School District is providing a notice that is required under the provisions of Senate Bill 99, which the 2021 Legislature passed, and Governor Gianforte signed into law. The operative section of law governing this notice is Section 20-7-120, MCA which provides as follows:

- 20-7-120. Excused absences from curriculum requirements -- notice -- prohibited activities.** (1) A parent, guardian, or other person who is responsible for the care of a child may refuse to allow the child to attend or withdraw the child from a course of instruction, a class period, an assembly, an organized school function, or instruction provided by the district through its staff or guests invited at the request of the district regarding human sexuality instruction. The withdrawal or refusal to attend is an excused absence pursuant to [20-5-103](#).
- (2) Any school implementing or maintaining a curriculum, providing materials, or holding an event or assembly at which the district provides human sexuality instruction, whether introduced by school educators, administrators, or officials or by guests invited at the request of the school, shall adopt a policy ensuring parental or guardian notification no less than 48 hours prior to holding an event or assembly or introducing materials for instructional use.
- (3) A school district shall annually notify the parent or guardian of each student scheduled to be enrolled in human sexuality instruction in the district or school in advance of the instruction of:
- (a) the basic content of the district's or school's human sexuality instruction intended to be taught to the student; and
 - (b) the parent's or guardian's right to withdraw the student from the district's or school's human sexuality instruction.
- (4) A school district shall make all curriculum materials used in the district's or school's human sexuality instruction available for public inspection prior to the use of the materials in actual instruction.
- (5) A school district or its personnel or agents may not permit a person, entity, or any affiliate or agent of the person or entity to offer, sponsor, or furnish in any manner any course materials or instruction relating to human sexuality or sexually transmitted diseases to its students or personnel if the person, entity, or any affiliate or agent of the person or entity is a provider of abortion services.
- (6) For purposes of this section, "human sexuality instruction" means teaching or otherwise providing information about human sexuality, including intimate relationships, human sexual anatomy, sexual reproduction, sexually transmitted infections, sexual acts, sexual orientation, gender identity, abstinence, contraception, or reproductive rights and responsibilities.

This notice is being provided to inform you of human sexuality instruction that was not specifically addressed in the annual notification you previously received. The law states if the school is implementing or maintaining a curriculum, providing materials, or holding an event or assembly at which the district provides human sexuality instruction, whether introduced by school educators, administrators, or officials or by guests invited at the request of the school, the school shall provide parental or guardian notification no less than 48 hours prior to holding an event or assembly or introducing materials for instructional use.

Notice of Your Rights:

This notice is intended to inform parents that the following course or event is going to provide instruction or information on human sexuality: _____.

The nature of the instruction or information is as follows: _____

As a parent/guardian of a student, you have the right to refuse to allow your child to attend or withdraw your child from the above-noted course of instruction, a class period, an assembly, an organized school function, or instruction provided by the district through its staff or guests invited at the request of the district regarding human sexuality instruction. The withdrawal or refusal to attend is an excused absence pursuant to Section 20-5-103, MCA.

You can opt your child out of human sexuality instruction by providing the school district written notice by completing, signing, and submitting the attached form prior to the date identified in the above-notice.

**Human Sexuality Instruction Opt-Out Form
48 Hours Advance Notice of Course or Event**

A family who does not want their student to receive human sexuality instruction for a newly introduced curriculum, material, or event not previously addressed in the provided annual notice at school may request to opt out of such instruction by completing this form.

I, _____, Parent or Guardian of, _____ a student enrolled at _____ School District, request my student not receive human sexuality instruction during _____ a course or event to be held on _____. This request will be handled in a manner consistent with the excused absence methods identified by the School District as specified in Section 20-5-103, MCA.

I understand my student will not attend any courses, special events, student assemblies where human sexuality instruction occurs. I also understand my student will not receive any services from school district staff regarding human sexuality instruction that may include but are not limited to individual services from teachers, librarians, nurses, or counselors that may related to human sexuality. A student seeking such services will be redirected to the parent in accordance with the decision noted on this form.

I acknowledge I have received notification of my rights in this area under Section 20-7-120, MCA, and have been provided an opportunity to review related information and materials on this topic.

I may withdraw this opt out in writing at any time.

Parent

Date

Received by:

School Official

Date

3
4 **INSTRUCTION**

2375

5
6 Advancement Requirements (9-12)

7
8 The District has established a set of advancement requirements for 9-12 grade students which
9 will act as a guide in helping students move methodically and purposefully on a course that will
10 eventually lead to high school graduation. Therefore, the following advancement requirements
11 are required in the District:

- 12
13 1. To advance to the 10th grade, students must earn at least three (3) units of credit in 9th
14 grade, two (2) of which must be in English, math, or science.
15
16 2. Failure to pass a 9th grade English, math, or science class shall necessitate the failed
17 course being retaken in the 9th grade, even though the student may have earned enough
18 credit to advance to the 10th grade.
19
20 3. Students who have failed one or more 9th grade courses may get credit for that course by
21 retaking it during the summer.
22
23 4. A student who is retained in the 9th grade would normally have to repeat all classes.
24 However, the junior and senior high principals may, through a joint agreement, allow the
25 student to take one or more advanced courses. In the event that the principals of the
26 junior and senior high do not agree on allowing a student to take advanced courses, the
27 decision will be appealed to the Superintendent.
28
29 5. Students may be retained at each grade level if the following year requirements are not
30 met by August 30:
31
32 A minimum of three (3) units is required for advancement into the 10th grade.
33
34 A minimum of nine (9) units is required for advancement into the 11th grade.
35
36 A minimum of fifteen (15) units is required for advancement into the 12th grade.
37
38
39

40 Policy History:

41 Adopted on:

42 Reviewed on:

43 Revised on:

1 _____ **School District**

2
3 **INSTRUCTION**

2410

4
5 High School Graduation Requirements

6
7 The Board will award a regular high school diploma to every student enrolled in the District who
8 meets graduation requirements established by the District. The official transcript will indicate
9 the specific courses taken and level of achievement.

10
11 The Board will establish graduation requirements which, at a minimum, satisfy those established
12 by the Board of Public Education (A.R.M. 10.55.904 and 905). Generally, any change in
13 graduation requirements promulgated by the Board will become effective for the next class to
14 enter ninth (9th) grade. Exceptions to this general rule may be made, when it is determined by
15 the Board that proposed changes in graduation requirements will not have a negative effect on
16 students already in grades nine (9) through twelve (12). The Board will approve graduation
17 requirements as recommended by the Superintendent.

18
19 To graduate from _____ High School, a student must have satisfactorily completed the last
20 quarter prior to graduation as a _____ High School student. Highly unusual exceptions
21 may be considered by the principal, such as a student exchange program in a recognized school.

22
23 A student with a disabling condition will satisfy those competency requirements incorporated
24 into the individualized education program (IEP). Satisfactory completion of the objectives
25 incorporated in the IEP will serve as the basis for determining completion of a course.

26
27 A student may be denied participation in graduation ceremonies in accordance with 20-5-201(3),
28 MCA. In such instances the diploma will be awarded after the official ceremony has been held.

29
30
31
32 Legal Reference: § 20-5-201, MCA Duties and sanctions
33 § 20-3-322 (3), MCA Meetings and Quorum
34 10.55.904, ARM Basic Education Program Offerings: High School
35 10.55.905, ARM Graduation Requirements
36 10.55.906, ARM High School Credit

37
38 Policy History:

39 Adopted on:

40 Reviewed on:

41 Revised on:

1 _____ **School District**

2
3 **INSTRUCTION**

2410P
page 1 of 3

4
5 High School Graduation Requirements

6
7 Publication of Graduation Requirements

8
9 Prior to registering in high school, each student will be provided with a copy of the current
10 graduation requirements. Graduation requirements shall also be included in the student
11 handbook.

12
13 Credits

14
15 Students shall be expected to earn a total of _____ units in order to complete graduation
16 requirements. Special education students who have successfully completed their IEP leading to
17 completion of high school will be awarded a diploma.

18
19 Waiver of Requirement

20
21 Graduation requirements generally will not be waived under any circumstances. The Board may
22 waive specific course requirements based on individual student needs and performance levels.
23 Waiver requests shall also be considered with respect to age, maturity, interest, and aspirations of
24 the students and shall be in consultation with the parents or guardians.

25
26 Alternative Programs

27
28 A student may be given credit for a course satisfactorily completed in a period of time shorter or
29 longer than normally required and, provided that the course meets the district's curriculum and
30 assessment requirements, which are aligned with the content standards stated in the education
31 program. Credit toward graduation requirements may be granted for planned learning
32 experiences from accredited programs, such as summer school, university courses, and
33 correspondence courses, extension, and distance learning courses, adult education, summer
34 school, work study, work-based learning partnerships, and other experiential learning
35 opportunities, custom-designed courses, and challenges to current courses. The District shall
36 accept units of credit taken with the approval of the District and which appear on the student's
37 official school transcript. Credit for work experience may be offered when the work program is a
38 part of and supervised by the school.

39
40 All classes attempted at _____ High School and all acceptable transfer credits shall be
41 recorded on the transcript. All grades earned, including failures and retakes, shall be recorded as
42 such and utilized in the calculation of Grade Point Average and class rank. Credit shall be
43 awarded only once regardless of repetition of the course.

Dual Credit

Dual credit allows high schools students to simultaneously earn credit toward both a high school diploma and college coursework that can lead to a postsecondary degree or certificate, or toward transfer to another college. As noted in the Student Handbook, the District will assign the grade given by ***CHOOSE OPTION 1 or 2: 1) the classroom teacher or 2) the college professor to the student's report card.*** The primary purpose of offering dual credit courses is to deliver high quality, introductory, college level courses to high-performing high school students. The _____ School District has dual credit partnerships with [name of post-secondary institutions]. Students interested in dual credit opportunities must meet with their building administration to determine available options.

Students should be aware of Montana High School Association on-campus attendance eligibility requirements for activity participation.

Honor Roll

A student must have a minimum grade-point average of 3.00 to be placed on the regular honor roll. Specific information regarding honors at graduation are included in the student handbook.

Class Rank (Grade Point Average)

Class Rank is compiled from semester grades. Courses not eligible for GPA are designated with an asterisk on the report card.

Early Graduation

In accordance with provisions of § 20-9-313, MCA, the ANB of a school may be increased when a high school district provides early graduation for a student who completes graduation requirements in less than eight semesters or the equivalent amount of secondary school enrollment. The increase must be established by the trustees as though the student had attended to the end of the school fiscal year and must be approved, disapproved, or adjusted by the superintendent of public instruction.

The Board hereby authorizes the [high school principal] [superintendent] [administration] to recommend to the Board for early graduation students who have completed the minimum requirements for graduation in less than eight semesters.

Post-Graduation

The Board may admit an individual who has graduated from high school but is not yet 19 years of age even though no special circumstances exist for waiver of the age requirements outlined in

Policy 3310. The Board authorizes the administration to notify parents and students of this opportunity to enroll after earning a diploma or purposes post-secondary or career preparation. Any student enrolled under this provision shall be included in the District's ANB calculation.

Educational Disruption

If a student who has experienced an educational disruption meets the minimum high school credit requirement for graduation as established by administrative rules of the Board of Public Education but will not meet a higher credit requirement established by Board of Trustees, the District shall award the student a diploma. The District may distinguish the diploma in a reasonable manner from standard diplomas issued under this policy.

For the purposes of this policy, "educational disruption" means a disruption experienced during grades nine through twelve caused by homelessness, involvement in the child welfare system or juvenile justice system, a medical or mental health crisis, or another event considered a qualifying educational disruption by the District.

Cross Reference:	Policy 1005FE	Proficiency Based Learning
	Policy 2600	Work Based Learning
	Policy 3125	Homeless Students
Legal Reference:	§ 20-9-313, MCA	Circumstances under which regular average number
		belonging may be increased
	10.55.906, ARM	High School Credit
	10.55.905, ARM	Graduation Requirements
	§ 10-1-1402, MCA	Montana Youth Challenge
	Chapter 80	2021 General Legislative Session
	HB 246	2021 General Legislative Session

Policy History:

Adopted on:

Reviewed on:

Revised on:

INSTRUCTION

2413

page 1 of 2

Credit Transfer and Assessment for Placement

Grades 9-12

Requests for transfer of credit or grade placement from any non-accredited, nonpublic school will be subject to examination and approval before being accepted by the District. This will be done by the school counselor or principal or, in the case of home schools, by a credit evaluation committee consisting of a counselor, a staff member from each subject area in which credit is being requested, and a school principal.

The credit evaluation committee will:

1. Document that a student has spent approximately the same number of classroom hours in home school as would have been spent in a regular class in the District;
2. Document that a student followed a curriculum essentially similar to that of a course for which credit is requested;
3. Document that in the event of a credit request in a lab, industrial arts, or music course, equipment and facilities were sufficient to meet required learning activities of the course;
4. Require that a student has satisfactorily passed, in all courses in which a final exam normally is given, a final exam prepared and administered by a staff member in the District.

The District will give credit only for home schools which have met all requirements as specified in Montana law. Credit from home schools will be accepted only when a like course is offered in the District.

The school transcripts will record courses taken in home schools or non-accredited schools by indicating title of the course, school where the course was taken, and grade.

For the purpose of calculation of class rank, only those courses taken in an accredited school will be used.

Grades 1-8

Requests from parents of students in non-accredited, nonpublic schools for placement in the District school system will be evaluated by an assessment-for-placement team. That team will include:

1. A school principal;

2. One (1) teacher of the grade in which the student is being considered for enrollment; and
3. One (1) counselor (grades 6-8 only) (OPTIONAL).

The assessment-for-placement team will cause the District-adopted norm-referenced test and/or the end-of-the-year subject-matter test to be administered and scored. The assessment-for-placement team will take into account the following in its recommendation for grade placement:

1. Documentation that the non-accredited, nonpublic school has provided a comparable number of hours as the child would have attended in a public or private school;
2. That the child followed a similar curriculum as would have been provided in an accredited public or private school;
3. That the result of the end-of-the-year test indicates the student has mastered most prerequisite skills; and
4. That the child achieved an NCE score of forty (40) or above on the Standard Achievement Test.

Parents of students in home schools are encouraged to maintain a log documenting dates of instruction, content of instruction, amount of time spent on that instruction, scores on tests, and grades in all activities.

The District is not obligated to provide instructional materials for other public or private schools.

If a parent or guardian is not in agreement with the placement of the child, he/she may request a hearing before the Board.

Legal Reference: § 20-5-110, MCA School district assessment for placement of a child who enrolls from a nonaccredited, nonpublic school

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

2
3 **INSTRUCTION**

2420

4
5 Grading and Progress Reports

6
7 The Board believes cooperation of school and home is a vital ingredient in the growth and
8 education of students and recognizes its responsibility to keep parents informed of student
9 welfare and progress in school.

10
11 The issuance of grades and progress reports on a regular basis serves as a basis for continuous
12 evaluation of student performance and for determining changes that should be made to effect
13 improvement. These reports will be designed to provide information helpful to the students,
14 teachers, counselors, and parents.

15
16 The Board directs the Superintendent to establish a system of reporting student progress and will
17 require all staff to comply with such a system as part of their teaching responsibility. Staff and
18 parents will be involved.

19
20
21
22 Policy History:

23 Adopted on:

24 Reviewed on:

25 Revised on:

1 _____ **School District**

2
3 **INSTRUCTION**

2421
(Alternative 1)

4
5 Promotion and Retention

6
7 The Board recognizes that students of the same age are at many intellectual and developmental
8 levels and that these differences are a normal part of human development. Because of these
9 differences, the administrators and teaching staff are directed to make every effort to develop
10 curricula and programs that will meet the individual and unique needs of all students and allow
11 them to remain with their age cohorts.

12
13 It is the philosophy of the District that students thrive best when placed in or promoted to grade
14 levels with other students of compatible age, physical, social, and emotional status. It is the
15 District's philosophy to promote students who demonstrate effort within those compatibilities. It
16 is equally the District's philosophy and practice to retain students who do not make a reasonable
17 effort to meet grade-level expectations, as long as those expectations are commensurate with the
18 individual student's ability and rate of learning.

19
20 If a parent insists that a student be retained or promoted, a notice will be placed in the student's
21 file that the retention or promotion was a parent's decision and not recommended by the school.
22
23
24

25 Policy History:

26 Adopted on:

27 Reviewed on:

28 Revised on:

1 _____ **School District**

2
3 **INSTRUCTION**

2421
(Alternative 2)

4
5 Promotion and Retention

6
7 Student placement, promotion, or retention will be determined after a careful evaluation of the
8 advantages and disadvantages of alternatives.

9
10 All factors must be considered when an alteration to a student's normal progression through
11 school is contemplated. Quantitative measures, such as age, physical size, ability, and level of
12 academic achievement, shall be supplemented by a qualitative assessment of student motivation,
13 self-image, and social adjustment. Students will not be promoted for purely social reasons.

14
15 Teaching staff and building principals will make final decisions respecting promotion or
16 retention.

17
18
19
20 Policy History:

21 Adopted on:

22 Reviewed on:

23 Revised on:

1 _____ **School District**

2
3 **INSTRUCTION**

2430

4
5 Homework

6
7 Homework is a constructive tool in the teaching/learning process when geared to the needs and
8 abilities of students. Purposeful assignments not only enhance student achievement, but also
9 develop self-discipline and associated good working habits. As an extension of the classroom,
10 homework must be planned and organized, must be viewed as purposeful to the students, and
11 should be evaluated and returned to students in a timely manner.

12
13 Teachers may give homework to students to aid in the students' educational development.
14 Homework should be an application or adaption of a classroom experience and should not be
15 assigned for disciplinary purposes.

16
17
18
19 Policy History:

20 Adopted on:

21 Reviewed on:

22 Revised on:

INSTRUCTION

2450

Recognition of Native American Cultural Heritage

The District recognizes the distinct and unique cultural heritage of Native Americans and is committed in the District's educational goals to the preservation of such heritage consistent with Article X, Section 1 (2) of the Montana Constitution.

In furtherance of the District's educational goals, the District is committed to:

- Working cooperatively with Montana Tribes in close proximity to the District, when providing instruction, when implementing educational goals or adopting rules relating to education of students in the District;
- Periodically reviewing its curriculum to ensure the inclusion of cultural heritage of Native Americans, which will include but not necessarily be limited to:
 - Considering methods by which to provide books and materials reflecting authentic historical and contemporary portrayals of Native Americans;
 - Taking into account individual and cultural diversity and differences among students;
- Providing necessary training for school personnel, with the objective of gaining an understanding and awareness of Native American culture, which will assist the District's staff in its relations with Native American students and parents.

The Board requires certified staff to satisfy the requirements for instruction in American Indian studies, set forth in § 20-1-503, MCA, if an Indian Education for All payment is issued to the District under Section 20-9-329, MCA.

Legal Reference:	Art. X, Sec. 1(2), Montana Constitution
	§§ 20-1-501, et seq., MCA
	10.55.603 ARM
	10.55.701 ARM
	10.55.803 ARM
	Chapter 718 (2023)
	Indian Education for All
	Curriculum and Assessment
	Board of Trustees
	Learner Access
	Indian Education for All

Policy History:

Adopted on:

Reviewed on:

1 _____ **School District**

2
3 **INSTRUCTION**

2500
page 1 of 2

4
5 English Language Learner Program

6
7 In accordance with the Board's philosophy to provide a quality educational program to all
8 students, the District shall provide an appropriate planned instructional program for identified
9 students whose dominant language is not English. The purpose of the program is to increase the
10 English proficiency of eligible students, so they can attain academic success. Students who are
11 English Language Learners (ELL) will be identified, assessed, and provided appropriate services.

12
13 The Board shall adopt a program of educational services for each student whose dominant
14 language is not English. The program shall include bilingual/bicultural or English as a second
15 language instruction.

16
17 The Superintendent or his/her designee shall implement and supervise an ELL program which
18 ensures appropriate ELL instruction and complies with applicable laws and regulations.

19
20 The Superintendent or his/her designee, in conjunction with appropriate stakeholders, shall
21 develop and disseminate written procedures regarding the ELL program, including:

- 22
23 1. Program goals.
24
25 2. Student enrollment procedures.
26
27 3. Assessment procedures for program entrance, measurement of progress, and program
28 exit.
29
30 4. Classroom accommodations.
31
32 5. Grading policies.
33
34 6. List of resources, including support agencies and interpreters.

35
36 The District shall establish procedures for identifying students whose language is not English.
37 For students whose dominant language is not English, assessment of the student's English
38 proficiency level must be completed to determine the need for English as a Second Language
39 instruction.

40
41 Students whose dominant language is not English should be enrolled in the District, upon proof
42 of residency and other legal requirements. Students shall have access to and be encouraged to
43 participate in all academic and extracurricular activities of the District.

44
45 Students participating in ELL programs shall be required, with accommodations, to meet
46 established academic standards and graduation requirements adopted by the Board.

The ELL program shall be designed to provide instruction which meets each student's individual needs based on the assessment of English proficiency in listening, speaking, reading, and writing. Adequate content-area support shall be provided while the student is learning English, to assure achievement of academic standards.

The ELL program shall be evaluated for effectiveness as required, based on the attainment of English proficiency, and shall be revised when necessary.

At the beginning of each school year, the District shall notify parents of students qualifying for ELL programs about the instructional program and parental options, as required by law. Parents will be regularly apprised of their student's progress. Whenever possible, communications with parents shall be in the language understood by the parents.

The District shall maintain an effective means of outreach to encourage parental involvement in the education of their children.

Legal Reference: Title VI, Civil Rights Act of 1964
Equal Education Opportunities Act as an amendment to the Education
Amendments of 1974 Bilingual Education Act
20 U.S.C. §§ 7401, et seq., as amended by the English Language
Acquisition, Language Enhancement, and Academic Achievement Act
10.55.806 ARM English Learners

Policy History:

Adopted on:

Reviewed on:

Revised on:

INSTRUCTION

2510

page 1 of 2

School Wellness

The School District is committed to providing school environments that promote and protect children's health, well-being, and ability to learn by supporting healthy eating and physical activity. Therefore, it is the policy of the School District that:

The development of the school wellness policy, at a minimum, will include:

1. *Community involvement*, including input from teachers of physical education and school health professionals, parents, students, school food service, the school Board, school administrators, educators, and the public. Training of this team of people on the components of a healthy school nutrition environment is recommended.
2. *Goals for nutrition education, nutrition promotion, physical activity, and other school-based activities* that are designed to promote student wellness in a manner that the local education agency determines appropriate.
3. *Implementation, Periodic Assessment, and Public Updates*, including expanding the purpose of the team of collaborators beyond the development of a local wellness policy to also include the implementation of the local wellness policy with periodic review and updates, inform and update the public every three years, at a minimum, (including parents, students, and others in the community) about the content and implementation of the local wellness policies, and to measure periodically and make available to the public an assessment of the local wellness policy, including:
 - The extent to which schools are in compliance with the local wellness policy;
 - The extent to which the LEA's local wellness policy compares to model local school wellness policies; and
 - The progress made in attaining the goals of the local wellness policy.
4. *Nutrition guidelines* for all foods available on each school campus under the local education agency during the school day, with the objectives of promoting student health and nutrient-rich meals and snacks. This includes food and beverages sold in a la carte sales, vending machines, and student stores; and food and beverages used for classroom rewards and fundraising efforts.
5. *Guidelines for reimbursable school meals* to ensure that the District offers school meal programs with menus meeting the meal patterns and nutrition standards established by the U.S. Department of Agriculture.
6. *A plan for measuring implementation* of the local wellness policy, including designation of one or more persons within the local education agency or at each school, as appropriate, charged with operational responsibility for ensuring that each school fulfills the District's local wellness policy.

The suggested guidelines for developing the wellness policy include:

Nutrition Education and Nutrition Promotion

All students K-12 shall receive nutrition education that teaches the knowledge and skills needed to adopt healthy eating behaviors and is aligned with the *Montana Health Enhancement Standards*. Nutrition education shall be integrated into the curriculum. Nutrition information and education shall be offered and promoted throughout the school campus and based on the U.S. Dietary Guidelines for Americans. Staff who provide nutrition education shall have the appropriate training, such as in health enhancement or family and consumer sciences.

Health Enhancement and Physical Activity Opportunities

The District shall offer health enhancement opportunities that include the components of a quality health enhancement program taught by a K-12 certified health enhancement specialist, if permitted by staffing levels. Health enhancement shall equip students with the knowledge, skills, and values necessary for lifelong physical activity. Health enhancement instruction shall be aligned with the *Montana Health Enhancement Standards*.

All K-12 students of the District shall have the opportunity to participate regularly in supervised, organized or unstructured, physical activities, to maintain physical fitness, and to understand the short- and long-term benefits of a physically active and healthy lifestyle.

Nutrition Standards

The District shall ensure that reimbursable school meals and snacks meet the program requirements and nutrition standards found in federal regulations including but not limited to Smart Snacks in School Nutrition Standards. The District shall encourage students to make nutritious food choices through accessibility, advertising and marketing efforts of healthful foods.

The District shall monitor all food and beverages sold or served to students during the normal school day, including those available outside the federally regulated child nutrition programs (i.e., a la carte, vending, student stores, classroom rewards, fundraising efforts). The District shall consider nutrient density and portion size before permitting food and beverages to be sold or served to students. The Superintendent shall continually evaluate vending policies and contracts. Vending contracts that do not meet the intent and purpose of this policy shall be modified accordingly or not renewed.

Other School-Based Activities Designed to Promote Student Wellness

The District may implement other appropriate programs that help create a school environment that conveys consistent wellness messages and is conducive to healthy eating and physical activity, such as staff wellness programs, non-food reward system and fundraising efforts.

Maintaining Student Wellness

The Superintendent shall develop and implement administrative rules consistent with this policy. Input from teachers, parents/guardians, students, school food service program, the school Board, school administrators, and the public shall be considered before implementing such rules. A sustained effort is necessary to implement and enforce this policy. The Superintendent shall measure how well this policy is being implemented, managed, and enforced. The Superintendent shall report to the Board, as requested, on the District's programs and efforts to meet the purpose and intent of this policy.

Legal Reference:	PL 108-265	The Child Nutrition and WIC Reauthorization Act of 2004
	PL 111-296	The Healthy, Hunger-Free Kids Act of 2010

Policy History:

Adopted on:

Reviewed on:

Revised on:

_____ **School District**

INSTRUCTION

2600

Work Based Learning Program

The Board recognizes that education should be making classroom experiences a meaningful process of learning about all practical aspects of life. The Board believes that the inclusion of career education in the basic curriculum will provide students with information about the many career opportunities available and will establish a relationship between what is taught in the classroom and the world of work.

Work-based learning must provide all participating students with on-the-job experience and training along with career and complimentary vocational/technical classroom instruction to contribute to each student's employability. The students' classroom activities and on-the-job experiences must be planned and supervised by the school and the employer to ensure that both activities contribute to the student's employability. Students enrolled in a work-based learning program must receive credit for related classroom instruction and on-the-job training. In the absence of a proficiency model, the time requirement for students in work-based learning must be converted and is equivalent to the time requirement for credit to be earned.

Students may submit a proposal for a tailored Work Based Learning program that divides their time between instruction in school and specific learning at a job. Each proposed program will be planned by Work Based Learning coordinators and the employer (or employer groups) and shall be in accordance with state and federal laws and regulations governing employment of students under age 18. The Work Based Learning coordinators will communicate with employers on a monthly basis and will visit work sites to determine if the placement is appropriate for student employment.

The particular program designed for each student shall be set forth in a written protocol approved by the student, his or her parents or guardians, the work-experience coordinator and the employer. This shall stipulate the terms of employment and the provision for academic credit, the student's work-based experience goals, prioritizing the student's academic commitments, assessment of the work-based learning experience goals.

The Work Based Learning coordinator shall make such arrangements as necessary with employers for evaluating the student's on-the-job performance and for keeping records of job attendance.

The employer or supervisor shall complete District volunteer agreement form and satisfy a name-based and fingerprint criminal background check in accordance with District Policies 5120 and 5122. The employee and District shall also complete workers compensation insurance and general liability insurance requirements in accordance with the attached procedure in a manner consistent with the Work Based Learning opportunity provided to student.

Cross Reference: 2600P Work Based Learning Procedures

2600F Work Based Learning Affiliation Agreement and Consent Form

Legal reference:

Title 41, Chapter 2, MCA

Fair Labor Standards Act 29 U.S.C. 212 and 213, et seq.

Chapter 247 2021 General Legislative Session

Section 39-71-118(7), MCA Employee, worker, volunteer, volunteer firefighter, and volunteer emergency care provider defined --election of coverage.

Chapter 477 (2023) – Work Based Learning

Policy History:

Adopted on:

Reviewed on:

Revised on:

WORK BASED LEARNING AFFILIATION AGREEMENT

2600F

This Affiliation Agreement is entered into between _____(high school) and
_____ (workplace learning site).

WHEREAS High School has established a _____ Work Based Learning program for students interested in career exploration opportunities; and

WHEREAS High School wishes to affiliate with _____ (workplace learning site) for the purpose of providing Career Exploration and Assessment experiences for students enrolled in the _____ Work Based Learning Program; and

WHEREAS the Workplace Learning Site is willing to permit the Career Exploration experience on its premises with the terms set forth in this Affiliation Agreement;

NOW THEREFORE, the parties agree as follows:

1. The High School shall assume full responsibility for planning and execution of the student program of instruction including curriculum content, Work Based Learning orientation, emergency contact information, and parent/guardian consent.
2. The High School shall ensure participating students have completed safety instruction specific to the work site prior to participation in the Work Based Learning experience.
3. The High School shall provide a Work Based Learning Coordinator responsible for instruction and coordination with appropriate Workplace Learning Site personnel for the planning, selecting, and evaluating of students' experiences.
4. The Work Based Learning Coordinator, Workplace Supervisor, and student will work collaboratively to determine the career readiness, employability skills, and proficiency guidelines set forth in the personalized work based learning program.
5. The Workplace Learning Site agrees to designate a Workplace Supervisor, who has completed the Volunteer Agreement Form, and whose responsibility it shall be to assist the Work Based Learning Coordinator in selection and coordination of student experiences appropriate to the level of learning.
6. The Workplace Learning Site professional practitioners shall be responsible for overseeing the students' experience and training activities. They shall orient the students to their activities, direct their activities and supervise their activities to assure safe and satisfactory experiences and performance.
7. The High School shall be responsible for assigning students to the Workplace Learning Site for experience. The High School shall notify the Workplace Learning Site at least one (1) month in advance of its planned schedule of students and types of experiences to be provided. This schedule shall be subject to approval of the Workplace Learning Site.
8. The Workplace Learning Site shall make available the necessary equipment and supplies as determined by the Workplace Learning Site in conjunction with the High School.
9. The Workplace Learning Site shall provide the Work Based Learning Coordinator with frequent student performance evaluations in the manner and frequency so designated by the High School.
10. The High School shall work with the Workplace Learning Site regarding the removal of any student from the Workplace Learning Site whenever the student is not performing or meeting the workplace requirements. Responsibility for student disciplinary measures, if any, shall be with High School and not with the Workplace Learning Site.

Workplace Supervisor initials the selection specific to this Work Based Learning placement:

_____ Employer pays the student to work for them in a paid capacity. Student learns from the employer like a newly hired employee and skill sets are acquired through doing actual work for the employer. Student earns school credit for employment as documented in the Work Based Learning plan. Employer is required to show proof of workers compensation coverage for the student via a copy of a current workers compensation policy if the Work Based Learning plan shows the student will receive school credit for the employment. Medical costs and other related workers compensation claim expenses for accepted workers compensation claims due to injury to the student while working in the course and scope as part of the Work Based Learning opportunity shall be covered by the employer's workers compensation coverage.

_____ Employer does not pay the student. Student earns school credit as part of a Work Based Learning plan but student may be assigned credit as part of another course. Employer has a volunteer endorsement added to their workers compensation policy and pays that premium to their carrier. School District requires the employer to show proof of workers compensation coverage with the volunteer endorsement added via a copy of a current workers compensation policy. Medical costs and other related workers compensation claim expenses for accepted workers compensation claims due to injury to the student while working in the course and scope as part of the Work Based Learning opportunity shall be covered by the employer's workers compensation coverage.

_____ Employer does not pay student. Student earns school credit for the Work Based Learning opportunity as outlined the Work Based Learning plan. School district adds a school to work endorsement onto the school workers' compensation policy. School District pays the workers compensation premium costs for the endorsement and other required insurance coverage. Parent liability risk forms should be signed in advance to recognize the inherent risks present with this learning opportunity and to clearly state the student has personal medical insurance coverage in place. Medical costs and other related workers compensation claim expenses for accepted workers compensation claims due to injury to the student while working in the course and scope as part of the Work Based Learning opportunity shall be covered by the School District's workers compensation coverage.

_____ School District provides a work-based learning opportunity off school grounds. The learning opportunity takes place during school period hours, awards school credit hours toward graduation requirements, and is led by a teacher of the school district and/or co-taught by a trade person or general contractor. No workers compensation coverage being provided. School District is responsible for general liability coverage for the students and parent liability risk forms should be signed in advance to recognize the inherent risks present with this learning opportunity and to clearly state the student has personal medical insurance coverage in place.

Workplace Supervisor

Date

Work Based Learning Coordinator

Date

PARENT/GUARDIAN CONSENT FOR WORK BASED LEARNING EXPERIENCE

I, (full name) _____ as legal guardian of
_____ (child's full name) a student
enrolled in the _____ High School acknowledge the following:

The program of study includes opportunities for my child to participate in an off-campus Work Based Learning opportunity, and I give my consent to my child participating in the offsite Work Based Learning component, and I agree to support and assist with enforcement of the content included in the Work Based Learning placement

I agree to accept responsibility for my student's participation in the above-referenced activity. I understand any negligence arising out of the student's participation in the program shall be attributed to me as comparative negligence within the meaning of Section 27-1-702, MCA. I agree to counsel my child to abide by the rules and regulations set forth by the workplace learning site.

I have signed the Parent/Guardian Consent and agree to the stated conditions.

Parent/Guardian signature

Date

Parent/Guardian printed name Phone number

Address City/State/Zip code

1 _____ **School District**

2
3 **INSTRUCTION**

2600P
Page 1 of 2

4
5
6 Work Based Learning Program - Insurance

7
8 The School District Work Based Learning coordinator will work with School District
9 administration to identify the appropriate insurance coverage for a student's tailored work-
10 experience opportunity. A student will not commence a Work Based Learning opportunity until
11 the appropriate insurance option has been identified and implemented by all parties. The option
12 selected will be noted as part of the student's Work Based Learning plan.

13
14 Option 1

15 Employer pays the student to work for them in a paid capacity. Student learns from the employer
16 like a newly hired employee and skill sets are acquired through doing actual work for the
17 employer. Student earns school credit for employment as documented in the Work Based
18 Learning plan. Employer is required to show proof of workers compensation coverage for the
19 student via a copy of a current workers compensation policy if the Work Based Learning plan
20 shows the student will receive school credit for the employment. Medical costs and other related
21 workers compensation claim expenses for accepted workers compensation claims due to injury
22 to the student while working in the course and scope as part of the Work Based Learning
23 opportunity shall be covered by the employer's workers compensation coverage.

24
25 Option 2

26 Employer does not pay the student. Student earns school credit as part of a Work Based Learning
27 plan but student may be assigned credit as part of another course. Employer has a volunteer
28 endorsement added to their workers compensation policy and pays that premium to their
29 carrier. School District requires the employer to show proof of workers compensation coverage
30 with the volunteer endorsement added via a copy of a current workers compensation
31 policy. Medical costs and other related workers compensation claim expenses for accepted
32 workers compensation claims due to injury to the student while working in the course and scope
33 as part of the Work Based Learning opportunity shall be covered by the employer's workers
34 compensation coverage.

35
36 Option 3

37 Employer does not pay student. Student earns school credit for the Work Based Learning
38 opportunity as outlined the Work Based Learning plan. School district adds a school to work
39 endorsement onto the school workers' compensation policy. School District pays the workers
40 compensation premium costs for the endorsement and other required insurance coverage. Parent
41 liability risk forms should be signed in advance to recognize the inherent risks present with this
42 learning opportunity and to clearly state the student has personal medical insurance coverage in
43 place. Medical costs and other related workers compensation claim expenses for accepted
44 workers compensation claims due to injury to the student while working in the course and scope
45 as part of the Work Based Learning opportunity shall be covered by the School District's
46 workers compensation coverage.

Option 4

School District provides a work-based learning opportunity off school grounds. The learning opportunity takes place during school period hours, awards school credit hours toward graduation requirements, and is led by a teacher of the school district and/or co-taught by a trade person or general contractor. No workers compensation coverage being provided. School District is responsible for general liability coverage for the students and parent liability risk forms should be signed in advance to recognize the inherent risks present with this learning opportunity and to clearly state the student has personal medical insurance coverage in place.

Policy History:

Adopted on:

Reviewed on:

Revised on:

R = required

SCHOOL DISTRICT

**3000 SERIES
STUDENTS**

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1 _____ School District

2
3 **STUDENTS**

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4
5
6 Early Childhood Education Enrollment Exceptional Circumstances

7
8 It is the policy of the District to provide enhanced educational opportunities to students under the age of 5
9 when either individual exceptional circumstances exist and/or when Community-Based exceptional
10 circumstances are present.

11
12 This policy shall terminate and expire on June 30, 2024, to be replaced in its entirety by a policy
13 governing early intervention programs consistent with Chapter 608 (2023).

14
15 ***Prohibition:*** *This policy cannot be used to provide what is otherwise characterized or referred to as a*
16 *pre-school, pursuant to 20-7-117(2), MCA, which specifically prohibits the use of state equalization aid*
17 *for preschool. This policy is intended for use to enroll students under the age of 5 when statutory criteria*
18 *are met.*

19
20 Exceptional Circumstances Meriting Waiver of Age Requirements for Pupils

21 *Note: In order to adopt this policy, the board of trustees must select one or more of the characteristics*
22 *identified in either Option A or Option B.*

23
24 The administration shall ensure admission, enrollment and assignment of all qualifying children
25 referenced in this policy. The administration shall place children enrolled pursuant to this policy in either
26 a half-time or full-time kindergarten program as an integral part of the elementary school program. The
27 administration shall also ensure provision of a free appropriate public education in the least restrictive
28 environment possible, pursuant to terms of each student's individualized education program, for all
29 children enrolled under this policy who are qualified for services under the Individuals with Disabilities
30 Education Act.

31
32 The administration shall include children enrolled pursuant to this policy in the district's calculation of
33 average number belonging (ANB) as reported to OPI.

34
35 ***Option A, Student-Specific Exceptional Circumstances:*** *To be used when the board of trustees wants*
36 *to define exceptional circumstances specific to the individual characteristics of each student or sub-*
37 *group of students.*

38
39 The Board of Trustees declares the following to be qualifying "exceptional circumstances" within the
40 meaning of that term as used in Section 20-5-101(3), MCA, that merit waiving the age provisions of
41 Section 20-5-101(1), MCA for qualifying children under 5 years of age. These qualifying exceptional
42 circumstances are based on the educationally relevant factors to establish a basic system of free quality
43 public elementary and secondary school specified in Section 20-9-309, MCA and as required by Article
44 X, section 1, of the Montana Constitution:

45
46 *Note: Each of the below should be considered separately for inclusion or exclusion in the Board's*
47 *adopted policy. Note: When enrolling on the basis of an individual student's characteristics under this*
48 *Option A, the District must be sure to document each qualifying student's characteristics to ensure that*
49 *criteria listed in this portion of the policy can be substantiated.*
50

1. A child at least 3 years of age with a disability qualifying the child for services under the federal Individuals with Disabilities Education Act.
2. A child who is 4 years of age or older on or before September 10 of the school year in which enrollment is to occur who:
 - a. Meets the income eligibility guidelines for free or reduced price meals under the National School Lunch Program;
 - b. Is Limited English Proficient within the meaning of Title III of the federal Elementary and Secondary Education Act;
 - c. Is Gifted and Talented within the meaning of that term as used in 20-7-901, MCA;
 - d. Is an enrolled member of a federally recognized American Indian Tribe;
 - e. Is homeless as defined in 42 U.S. Code § 11302, or, as determined by the administration, exhibits other characteristics or lives in circumstances that are uncommon, unusual, atypical, rare or otherwise distinguished from ordinary or typical which place the child at risk of failing to achieve at adequate levels;
 - f. Is an at-risk student as defined in Section 20-1-101(4), MCA.

Option B, Exceptional Circumstances Present in the Community: To be used only for in-district students or homeless students under the McKinney Homeless Assistance Act when the board of trustees wants to define exceptional circumstances applicable to the community's characteristics, as opposed to the individual characteristics of a particular student or sub-group of students.

The Board of Trustees declares the following to be qualifying "exceptional circumstances" within the meaning of that term as used in 20-5-101(3), that merit waiving the age provisions of 20-5-101(1), MCA for children under 5 years of age who are either 4 years of age or older on or before September 10 of the school year in which enrollment is to occur or who are at least 3 years of age with a disability qualifying the child for services under Section 504 of the Federal Rehabilitation Act of 1973 or the federal Individuals with Disabilities Education Act. These qualifying exceptional circumstances are based on the educationally relevant factors to establish a basic system of free quality public elementary and secondary school specified in Section 20-9-309, MCA and as required by Article X, section 1, of the Montana Constitution:

Note: Each of the below should be considered separately for inclusion or exclusion in the Board's adopted policy. When enrolling on the basis of demographic characteristics of the community under this Option B, The District must be sure to research and document all of the criteria incorporated into the school district's policy that is used to enroll on the basis of exceptional circumstances.

1. Homeless rates of the district's pupils as defined in 42 U.S. Code § 11302 in comparison to statewide averages;
2. Percentage of the district's pupils qualifying for services under The Federal Individuals with Disabilities Education Act in comparison to statewide averages;
3. Percentage of the district's pupils eligible for free or reduced lunch under the National School Lunch Program in comparison to statewide averages;
4. Average performance on standardized tests at the 3rd grade level in comparison to statewide averages;
5. Percentage of the district's pupils who are enrolled members of a federally recognized American Indian Tribe in comparison to statewide averages.
6. Percentage of at-risk student as defined in Section 20-1-101(4), MCA, in comparison to statewide averages.
7. Percentage of gifted and talented pupils as used in 20-7-901, MCA, in comparison to statewide averages.

- 1 8. Percentage of Limited English Proficient within the meaning of Title III of the federal Elementary
2 and Secondary Education Act, in comparison to statewide averages.
- 3 9. The following circumstances exist within the community affecting student learning identified by
4 the local board of trustees pursuant to Section 20-9-309(2)(h), MCA, and identified within
5 federal law pursuant to Section 20-9-309(4)(a)(v), MCA, including but not limited to educational
6 priorities identified within the Elementary and Secondary School Emergency Relief Fund
7 established by American Rescue Plan Act, Public Law 117-2 and demonstrated by peer reviewed
8 and academic studies on the impacts of community health crises:
- 9 a. Anticipated learning loss resulting from a public health emergency or other community
10 disaster.
- 11 b. Proficiency in literacy and numeracy are critical skills needed to advance learning and if
12 not attained prior to grade 3, will put students at lifelong disadvantage in pursuing
13 success in career and life.
- 14 c. Absence of available early childhood education opportunities in the community results in
15 anticipated learning loss or lack of school readiness.
- 16 d. Cost prohibitive nature of early childhood education opportunities in the community
17 results in disparity of access that contributes to anticipated learning loss or lack of school
18 readiness.
- 19 e. Improved access to early childhood education opportunities in the community will
20 encourage or expand parent entry into workforce and allow for further development of
21 the community's economy.

22
23 The trustees shall annually review this policy based on changing circumstances pertaining to the criteria
24 used for determination of the program. The administration is authorized to enroll students in a manner
25 consistent with this policy and to develop procedures to implement this policy.

26
27 Legal Reference: § 20-4-101, MCA Definitions
28 § 20-5-101, MCA Admittance of child to school
29 § 20-6-501, MCA Definition of various schools
30 § 20-7-117, MCA Kindergarten and preschool programs
31 § 20-9-309, MCA Basic system of free quality public
32 elementary and secondary schools defined
33 Article X, section 1, of the Montana constitution
34 Individual with Disabilities Act Federal Rehabilitation Act of 1973
35 National School Lunch Act (Public Law 396, 79th congress, chapter 281)
36 Title III, ESEA (English language Acquisition, language Enhancement, and
37 Academic Achievement Act)
38 McKinney-Vento Homeless Assistance Act of 1987 (Pub. L. 100-77, July 22,
39 1987, 101 Stat. 482, U.S.C. § 11301 et seq.
40 Chapter 608 (2023) - Targeted interventions to support 3rd grade reading
41 proficiency
42

43 Data/Study Reference: Engzell, P., Frey, A. & Verhagen, M. D. "[Learning loss due to school closures](#)
44 [during the COVID-19 pandemic](#)" *Proc. Natl Acad. Sci. USA* 118, e2022376118
45 (2021).
46 Melinda Wenner Moyer, "[The COVID generation: how is the pandemic affecting](#)
47 [kids' brains?](#)", *Nature*, 10.1038/d41586-022-00027-4, 601, 7892, (180-183),
48 (2022).

49 Policy History:

50 Adopted on:

51 Revised on:

1 _____ **School District**

2
3 **STUDENTS**

3110
page 1 of 3

4
5 Entrance, Placement, and Transfer

6
7 Entrance, Date, and Age

8
9 The trustees will enroll and admit a child to a school in the district when the child is 5 years of
10 age or older on or before the tenth (10th) day of September of the school year in which the child
11 is to enroll but is not yet 19 years of age who is a resident of the District. Parents may request a
12 waiver of the age requirement. All waivers are granted in the sole discretion of the Trustees.

13
14 Non-resident students may be admitted at the discretion of the Trustees. Children will be
15 enrolled in the grade identified in accordance with District policy or at the discretion of the of the
16 administration in consultation with the student's parents or guardians. The District requires
17 proof of identity and an immunization record for every child to be admitted to District schools.

18
19 The trustees may at their discretion assign and admit a child to a school in the district who is
20 under 5 years of age or an adult who is 19 years of age or older if there are exceptional
21 circumstances that merit waiving the age provision. The trustees may also admit an individual
22 who has graduated from high school but is not yet 19 years of age even though no special
23 circumstances exist for waiver of the age provision of this Policy.

24
25 The trustees shall assign and admit a child who is enrolled in a nonpublic or home school and
26 who meets the age and residency requirement of this policy on a part-time basis at the request of
27 the child's parent or guardian consistent with the provisions of Policy 3150. A part time enrollee
28 shall be calculated for purposes of ANB consistent with Policy 3121.

29
30 School Entrance

- 31
32 1. The District requires that a student's parents, legal guardian, or legal custodian present
33 proof of identity of the child¹ to the school within forty (40) days of enrollment, as well
34 as proof of residence in the District. Students who are not residents of the District may
35 apply for admission pursuant to Policy 3141.
- 36
37 2. To be admitted to District schools, in accordance with the Montana Immunization Law, a
38 child must have been immunized against varicella, diphtheria, pertussis, tetanus,
39 poliomyelitis, rubella, mumps, and measles in the manner and with immunizing agents
40 approved by the department. Immunizations may not be required if a child qualifies for
41 conditional attendance or an exemption is filed as provided by Montana law.
- 42
43 3. The above requirements are not to serve as barriers to immediate enrollment of students
44 designated as homeless or foster children as required by the Every Student Succeeds Act
45 (ESSA) and the McKinney-Vento Act as amended by ESSA. The District shall work
46 with the local child welfare agency, the school last attended, or other relevant agencies to
47 obtain necessary enrollment documentation and ensure a student receives education

1 services in the best interests of the child. The Superintendent or designee shall serve as
2 point of contact with all applicable agencies to review records, facilitate services and
3 resolve disputes.
4

5 Placement

6

7 The District goal is to place students at levels and in settings that will increase the probability of
8 student success. Developmental testing, together with other relevant criteria, including but not
9 limited to health, maturity, emotional stability, and developmental disabilities, may be
10 considered in the placement of all students. Final disposition of all placement decisions rests
11 with the principal, subject to review by the Superintendent or the Board.
12

13 Children of Relocated Military Families

14

15 The Board shall assign and admit a child whose parent or guardian is being relocated to Montana
16 under military orders to a school in the district and allow the child to preliminarily enroll in
17 classes and apply for programs offered by the District prior to arrival and establishing residency.
18

19 The student will be placed in student data management system as soon as enrolled under this
20 provision. The student will attend classes during preliminary enrollment and the Board
21 authorizes the administration to provide offsite instruction to the student if not present in the
22 District. The District will include a student enrolled under this provision as part of the
23 calculation of ANB.
24

25 Transfer

26

27 District policies regulating the enrollment of students from other accredited elementary and
28 secondary schools are designed to protect the educational welfare of children.
29

30 Elementary Grades (K-8)

31

32 A student transferring into the District will be admitted and placed
33 subject to observation by appropriate teachers and a building principal during a probation period
34 of two (2) weeks. Thereafter, should doubt arise as to initial grade and level placement of a
35 student, school personnel will conduct an educational assessment to determine appropriate grade
36 and level placement.
37

38 Secondary Grades (9-12) Credit Transfer

39

40 A transfer of credits from any secondary school is subject to a satisfactory examination of the
41 following:
42

- 43 1. Appropriate certificates of school accreditation;
- 44 2. Length of course, school day, and school year;
- 45 3. Content of applicable courses;
- 46 4. School building as it relates to credit earned (i.e., lab areas for appropriate science or

vocational instruction);

5. Appropriate evaluation of student performance leading toward credit issuance.

The District will follow Montana Accreditation Rules and Standards, along with local alternate procedures for earning credit, in reviewing requests for transfer of credits. High school principals have authority for approving credit transfers, subject to review by the Superintendent or the Board.

Cross Reference:	3150	Part Time Attendance
	3121	Attendance and Enrollment
Legal Reference:	§ 20-5-101, MCA	Admittance of child to school
	§ 20-5-403, MCA	Immunization required – release and acceptance of immunization records
	§ 20-5-404, MCA	Conditional attendance
	§ 20-5-405, MCA	Medical or religious exemption
	§ 20-5-406, MCA	Immunization record
	§ 44-2-511, MCA	School enrollment procedure
	10.16.3122, ARM	Local Educational Agency Responsibility For Students with Disabilities
	10.55.601, et seq., ARM	Accreditation Standards: Procedures
	Chapter 617 (2023)	Enrollment on Part Time Basis

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 For the purposes of this section “proof of identity” means a certified copy of a birth certificate, a certified transcript or similar student records from the previous school, or any documentary evidence that a school district considers to be satisfactory proof of identity. 44-2-511(6)(a), MCA

EDUCATIONAL AUTHORIZATION AFFIDAVIT

_____ School District

The completion and signing of the affidavit before a notary public are sufficient to authorize educational enrollment and services and school-related medical care for the named child. Please print clearly.

The child named below lives in my home, and I am eighteen (18) years of age or older.

Name of child: _____

Child's date of birth: _____

My name (caretaker relative): _____

My date and year of birth: _____

My home address: _____

My relationship to the child: _____

(The caretaker relative must be an individual related by blood, marriage, or adoption by another individual to the child whose care is undertaken by the caretaker relative, but who is not a parent, foster parent, stepparent, or legal guardian of the child.)

I hereby certify that this affidavit is not being used for the purpose of circumventing school residency laws, to take advantage of a particular academic program or athletic activity, or for an otherwise unlawful purpose.

- ☐ The child was subject to formal disciplinary action, including suspension or expulsion, at the child's previous school. The school may either implement the previous school district's disciplinary action without further due process or hold a hearing and determine whether the student's conduct in the previous school district merits denial of enrollment. If the district decides to enroll the child, then the school may require the child to comply with a behavior contract as a condition of enrollment.

Check the following if true (all must be checked for this affidavit to apply):

- ☐ A parent of the child identified above has left the child with me and has expressed no definite time period when the parent will return for the child.
- ☐ The caretaker relative is unable to contact either of the parents after the parents voluntarily leave the child with the caretaker relative or a parent whom the caretaker relative is able to contact is unable or unwilling to regain custody of the child;
- ☐ The child is now residing with me on a full-time basis.
- ☐ No adequate provision, such as appointment of a legal custodian or guardian or execution of a notarized power of attorney, has been made for enrollment of the child in school, other educational services, or educationally related medical services.

I declare under penalty of false swearing under the laws of Montana that the foregoing is true and correct.

(Signature of caretaker relative)

(SEAL)

_____[name]
NOTARY PUBLIC for the state of Montana
Residing at _____, Montana
My commission expires:

1. Completion of this affidavit does not affect the rights of the child's parents or legal guardian regarding the care, custody, and control of the child and does not mean that the caretaker relative has legal custody of the child.
2. A person who relies on this affidavit has no obligation to make any further inquiry or investigation.
3. The completed affidavit is effective for the earlier of:
 - a. The end of the first school year after delivery of the affidavit to a school district;
 - b. Until it has been revoked by the caretaker relative; or
 - c. Until the child no longer resides with the caretaker relative.
4. If the child stops living with you, you shall notify anyone to whom you have given this affidavit.

STUDENTS

3120

Compulsory Attendance

To reach the goal of maximum educational benefits for every child requires a regular continuity of instruction, classroom participation, learning experiences, and study. Regular interaction of students with one another in classrooms and their participation in instructional activities under the tutelage of competent teachers are vital to the entire process of education. This established principle of education underlies and gives purpose to the requirement of compulsory schooling in every state in the nation. A student's regular attendance also reflects dependability and is a significant component of a student's permanent record.

Parents or legal guardians or legal custodians are responsible for seeing that their children who are age seven (7) or older before the first (1st) day of school attend school until the later of the following dates:

1. Child's sixteenth (16th) birthday; or
2. The date the child completes the eighth (8th) grade.

The provisions above do not apply in the following cases:

- (a) The child has been excused under one of the conditions specified in 20-5-102.
- (b) The child is absent because of illness, bereavement, or other reason prescribed by the policies of the trustees.
- (c) The child has been suspended or expelled under the provisions of 20-5-202.
- (d) The child is excused pursuant to Section 2 of 20-5-103.
- (e) The child is excused pursuant to 40-6-701(1) or Policy 2158.

Compulsory attendance stated above will not apply when children:

1. Are provided with supervised correspondence or home study; or
2. Are excused because of a determination by a district judge that attendance is not in the best interests of the child; or
3. Are enrolled in a non-public or home school; or
4. Are enrolled in a school in another district or state; or
5. Are excused by the Board on a determination that attendance after age of sixteen (16) is not in the best interests of the child and the school.

Legal Reference:	§ 20-1-308, MCA	Religious instruction released time program
	§ 20-5-101, MCA	Admittance of child to school
	§ 20-5-102, MCA	Compulsory enrollment and excuses
	§ 20-5-103, MCA	Compulsory attendance and excuses
	§ 20-5-104, MCA	Attendance officer
	§ 20-5-106, MCA	Truancy
	§ 20-5-107, MCA	Incapacitated and indigent child attendance
	§ 20-5-108, MCA	Tribal agreement with district for Indian child compulsory attendance and other agreements
	§ 20-5-202, MCA	Suspension and Expulsion
	§40-6-701(1)	Parental Rights
	Chapter 693 (2023)	Parental Rights

2
3 **STUDENTS**

4
5 Enrollment and Attendance Records

6
7 Since accurate enrollment and attendance records are essential both to obtain state financial
8 reimbursement and to fulfill the District's responsibilities under the attendance laws, staff shall
9 be diligent in maintaining such records.

10
11 A district may only include, for ANB purposes, any student who participates in pupil instruction
12 as defined in Section 20-1-101(17), MCA and for whom ANB may be claimed under Title 20,
13 including but not limited to an enrolled student who is:

- 14
15 • A resident of the district or a nonresident student admitted by trustees under a student
16 attendance agreement and who is attending a school of the district, offsite instructional
17 setting or remote instruction from the public schools of the district;
18
- 19 • Unable to attend school due to a medical reason certified by a medical doctor and
20 receiving individualized educational services supervised by the district, at district
21 expense, at a home or facility that does not offer an educational program;
22
- 23 • Unable to attend school due to the student's incarceration in a facility, other than a youth
24 detention center, and who is receiving individualized educational services supervised by
25 the district, at district expense, at a home or facility that does not offer an educational
26 program;
27
- 28 • Living with a caretaker relative under Section 1-1-215, MCA;
29
- 30 • Receiving special education and related services, other than day treatment, under a
31 placement by the trustees at a private nonsectarian school or private program if the
32 student's services are provided at the district's expense under an approved individual
33 education plan supervised by the district;
34
- 35 • Participating in the Running Start Program at district expense under Section 20-9-706,
36 MCA;
37
- 38 • Receiving education services, provided by the district, using appropriately licensed
39 district staff at a private residential program or private residential facility licensed by the
40 Department of Public Health and Human Services;
41
- 42 • Enrolled in an educational program or course provided at district expense using remote
43 instruction consistent with Policies 2050, 2168, and 2170. The student:
 - 44 • must meet the residency requirements for that district as provided in 1-1-215;
 - 45 • shall live in the district and must be eligible for educational services under the
46 Individuals With Disabilities Education Act or under 29 U.S.C. 794; or

- attend school in the district must be enrolled in the educational program or course under a mandatory attendance agreement as provided in 20-5-321; or
 - must be receiving remote instruction under 20-7-118(1)(c).
- A student enrolled on a part time basis consistent with Policy 3110, 3150, 3121P;
 - A student of the district completing work on a proficiency basis in accordance with Sections 20-9-311(4)(d) and 20-9-324(18)(b), MCA;
 - A student enrolled by the Board for exceptional circumstances as defined in applicable District policies and in accordance with Section 20-5-101, MCA.
 - A student gaining credit for participating in a work-based learning program pursuant to Section 20-7-1510, MCA, and Policy 2600;
 - A student participating in an “innovative educational program” as defined in Section 15-30-3102, MCA;
 - A resident of the district attending a Montana job corps program under an interlocal agreement with the district under Section 20-9-707, MCA; or
 - A resident of the district attending a Montana Youth Challenge Program under an interlocal agreement with the district under Section 20-9-707, MCA.
 - A student with a disability who is over 19 years old but under 21 years of age, has been enrolled by the Board of Trustees in accordance with Policy 3110, and qualifies in accordance with Section 20-9-311(7), MCA, to remain enrolled and be served by schools, if the following criteria are satisfied:
 - the student has not graduated;
 - the student is eligible for special education services and is likely to be eligible for adult services for individuals with developmental disabilities due to the significance of the student's disability; and
 - the student's individualized education program has identified transition goals that focus on preparation for living and working in the community following high school graduation since age 16 or the student's disability has increased in significance after age 16.

In order for a student who is served through distance learning or offsite delivery methods to be included in the calculation of average number belonging, the student must meet one or more of the conditions for participating in offsite instruction pursuant to Section 20-7-118, MCA.

Enrollment for Purposes of Participation in Extracurricular Activities By an Unenrolled Child or Part Time Enrolled Student

The District shall include for ANB purposes a child who during the prior school year:

- a. resided in the District;
- b. was not enrolled in the District or was not enrolled full time; and
- c. completed an extracurricular activity with a duration of at least 6 weeks in accordance with Policy 3510.

Each completed extracurricular activity that, inclusive of practices and post-season tournaments, lasts 6 weeks or longer shall be counted as one-sixteenth enrollment. Each completed extracurricular activity lasting longer than 18 weeks may be counted as one-eighth enrollment. A child may not be counted as more than one full-time enrollment for ANB purposes.

For purposes of calculating ANB under this section, "extracurricular activity" means:

- a. a sport or activity sanctioned by an organization having jurisdiction over interscholastic activities, contests, and tournaments;
- b. an approved career and technical student organization, pursuant to Section 20-7-306, MCA; or
- c. a school theater production.

Homeless Youth and Foster Children

Assignment to schools shall be subject to modification when federal law applicable to students placed in foster care or students who are homeless requires that such students be educated in a "school of origin" that differs from the assigned school.

Cross References:	Policy 3510	School Sponsored Activities
	Policy 3150	Part Time Enrollment
	Policy 2600	Work Based Learning
	Policy 1010FE/3100	Early Enrollment for Exceptional Circumstances
Legal Reference:	§ 1-1-215, MCA	Residence – rules for determining
	§ 20-9-311, MCA	Calculation of average number belonging (ANB)
	§ 20-9-706, MCA	Running start program
	§ 20-9-707, MCA	Agreement with Montana youth challenge program or accredited Montana job corps program
	§ 20-5-101, MCA	Admittance of child to school
	§ 20-5-112, MCA	Participation in Extracurricular Activities
	§ 20-1-101, MCA	Definitions
	§ 20-3-324, MCA	Powers and Duties
	§20-7-1510, MCA	Credit for participating in work-based learning partnerships
	29 U.S.C. 794	Nondiscrimination under Federal grants and programs
	34 CFR 300.1, et seq.	Assistance to states for the education of children with disabilities
	Chapter 580 (2023) - Remote Instruction	
	Chapter 307 (2023) – Transformational Learning	

Policy History:

1 _____ **School District**

2
3 **STUDENTS**

3121P
page 1 of 2

4
5 Enrollment and Attendance Records

6
7 Average Number Belonging

8
9 Average Number Belonging (ANB) is the enrollment measure used for the State Foundation
10 Program calculations as defined in § 20-9-311, MCA. The ANB of one year is based on the
11 attendance records of the preceding year. Funding for districts is based on ANB, which is based
12 on “aggregate hours” per year and must be accurate. “Aggregate hours” means the hours of
13 pupil instruction for which a school course or program is offered or for which a pupil is enrolled.

14
15 For a child to be counted for ANB purposes:

- 16
17 a) The child must meet the definition of pupil as found in § 20-1-101(11), MCA;
18
19 b) Attending 180 to 359 aggregate hours = One-quarter time enrollment
20
21 c) Attending 360 to 539 aggregate hours = One-half time enrollment
22
23 d) Attending 540 to 719 aggregate hours = Three-quarter time enrollment
24
25 e) Attending 720 aggregate hours or more = Full-time enrollment
26

27 A school district may include in its calculation of ANB a pupil who is enrolled in a program
28 providing fewer than the required aggregate hours of pupil instruction required under subsection
29 20-9-311(4)(a) or (4)(b) if the pupil had demonstrated proficiency in the content ordinarily
30 covered by the instruction as determined by the school board using district assessments. The
31 ANB must be converted to an hourly equivalent based on the hours of instruction ordinarily
32 provided for the content over which the student has demonstrated proficiency.
33

34 A pupil in kindergarten through grade 12 who is concurrently enrolled in more than one public
35 school, program, or district may not be counted as more than one full-time pupil for ANB
36 purposes. When a pupil is concurrently enrolled in more than one district, any fractional
37 enrollment under 20-9-311(4)(a) must be attributed first to a pupil's nonresident district.
38

39 Homebound Students

40
41 Students who are receiving instructional services, who were in the education program and, due to
42 medical reasons certified by a medical doctor, are unable to be present for pupil instruction, may
43 be counted as enrolled for ANB purposes, if the student:

- 44
45 a) Is enrolled and is currently receiving organized and supervised pupil instruction;
46

- b) Is in a home or facility which does not offer a regular educational program; and
- c) Has instructional costs during the absence, which are financed by the District's general fund.

If a homebound student does not meet the criteria set forth above, the District may request a variance through the Office of Public Instruction, for consideration of the student in the enrollment count for ANB purposes beyond the tenth (10th) day of absence.

Attendance Accounting

Days present and absent for every student are to be recorded in each building, for the purpose of informing parents of a student's attendance record.

On the first (1st) Monday in October and the first (1st) Monday in February, the number of all enrolled students (whether present or absent) by grade level and class will be recorded on the forms provided by the District. Special education children who are enrolled in special programs sixteen (16) hours or more a week will be listed separately. The Director of Special Education should be contacted to verify this count. Monthly student counts of enrolled children by grade and classroom will be provided by the office.

Legal Reference:	10.20.102, ARM	Calculation of Average Number Belonging (ANB)
	§ 20-1-101, MCA	Definitions
	§ 20-9-311, MCA	Calculation of average number belonging (ANB) – three-year averaging

Policy History:

Adopted on:

Reviewed on:

Revised on:

2
3 **STUDENTS**

3122

4
5 Attendance Policy

6
7 To reach the goal of maximum educational benefits for each child requires a regular continuity
8 of instruction, classroom participation, learning experiences, and study. Regular interaction of
9 students with one another in the classroom and their participation in instructional activities under
10 the tutelage of competent teachers are vital to the entire process of education. This established
11 principle of education underlies and gives purpose to the requirement of compulsory schooling in
12 every state in the nation. The good things schools have to offer can only be presented to students
13 in attendance.

14
15 A student's regular school attendance also reflects dependability and is a significant component
16 on a student's permanent record. Future employers are as much concerned about punctuality and
17 dependability as they are about academic record. School success, scholarship, and job
18 opportunity are greatly affected by a good attendance record.

19
20 Specific rules and regulations regarding attendance and tardies can be found in the respective
21 student handbook.

22
23
24 Policy History:

25 Adopted on:

26 Reviewed on:

27 Revised on:

STUDENTS

3123

Attendance Policy - Truancy

Students are expected to attend all assigned classes each day. Teachers shall keep a record of absence and tardiness. Before the end of the school day, each school shall attempt to contact every parent, guardian, or custodian whose child is absent from school but who has not reported the child as absent for the school day, to determine whether the parent, guardian, or custodian is aware of the child's absence from school.

For the purpose of this policy "truant" or "truancy" means the persistent non-attendance without excuse, as defined by this policy, for all or any part of a school day equivalent to the length of one class period of a child required to attend a school under 20-5-103. "Habitual truancy" means recorded unexcused absences of 9 or more days or 54 or more parts of a day, whichever is less, in 1 school year.

[school district inserts their definition of non-attendance without excuse] or [school districts may insert sample language as such: *The _____ school district's definition of non-attendance without excuse is stated in the respective student handbooks*]

OPT. 1 (1st class district) The _____ School district has appointed [name/position of district staff] as the attendance officer(s) of the district.

OPT. 2 (2nd class district with a dropout rate higher than the statewide average dropout rate as calculated by the office of public instruction shall appoint an attendance officer) The _____ School district has appointed [name/position of district staff] as the attendance officer(s).

OPT. 3 (2nd class district with a dropout rate at or below the statewide average dropout rate as calculated by the office of public instruction may appoint an attendance officer) The _____ School district has appointed [name/position of district staff] as the attendance officer(s). If the district does not appoint an attendance officer, the county superintendent must be the attendance officer.

OPT. 4 (3rd class districts with a dropout rate at or below the statewide average dropout rate as calculated by the office of public instruction may appoint an attendance officer) The _____ School district has appointed [name/position of district staff] as the attendance officer. If the district does not appoint an attendance officer, the county superintendent must be the attendance officer.

Upon the board designating one or more of its staff as the attendance officer(s), the attendance officer(s) shall have the powers and duties as stated in 20-5-105, MCA.

Legal Reference:	§ 20-5-103, MCA	Compulsory attendance and excuses
	§ 20-5-104, MCA	Attendance officer
	§ 20-5-105, MCA	Attendance officer – powers and duties
	§ 20-5-106, MCA	Truancy
	§ 20-5-107, MCA	Incapacitated and indigent child attendance
	§ 41-5-103(22), MCA	Definitions

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

2
3 **STUDENTS**

3124

Page 1 of 5

4
5
6 Military Compact Waiver

7
8 The State of Montana is one of numerous states across the country that is a member of the
9 Interstate Compact on Educational Opportunity for Military Children. As a school district within
10 the State of Montana subject to the laws of the State of Montana, the District shall follow the
11 requirements of the Compact for students who enroll at the District for whom the Compact
12 applies.

13
14 Purpose

15
16 The purpose of the Interstate Compact on Educational Opportunity for Military Children is to
17 remove barriers to educational success for children of military families due to frequent relocation
18 and deployment of their parents. The Compact facilitates educational success by addressing
19 timely student enrollment, student placement, qualification and eligibility for programs
20 (curricular, co-curricular, and extra-curricular), timely graduation, and the facilitation of
21 cooperation and communication between various member states' schools.

22
23 Applicability

24
25 This Compact applies only to children of:

- 26
27 1. Active duty members of the uniformed services as defined in the Compact, including
28 member of the national guard and reserve on active duty orders pursuant to 10 U.S.C.,
29 12301(d) and 12304;
30
31 2. Members of the veterans of the uniformed services who are severely injured and
32 medically discharged or retired for a period of 1 year after medical discharge or
33 retirement; and
34
35 3. Members of the uniformed services who die on active duty or as a result of injuries
36 sustained on active duty for a period of 1 year after death.
37

38 Educational Records and Enrollment

- 39
40 1. **Hand Carried/Unofficial Educational Records:** In the event that official educational
41 records cannot be released to a parent for the purpose of school transfer, the custodian of
42 records from the sending school shall prepare and furnish to the parent a complete set of
43 unofficial educational records containing uniform information as determined by the
44 Interstate Commission.
45
46

Upon receipt of the unofficial educational records, the District shall enroll and appropriately place the student based upon the information the school receives in the unofficial educational records, pending validation by the official records, as soon as possible.

2. **Official Educational Records/Transcripts:** At the time of enrollment and conditional placement of a qualifying student at the District, the District shall request the student's official educational records from their last school of attendance.

A school receiving such a request shall process the official educational records request and furnish such within a period of ten (10) days, or within the timeline determined to be reasonable by the Interstate Commission.

3. **Immunizations:** The District shall provide a period of thirty (30) days from the date of enrollment, or such other time frame as determined by the rules of the Interstate Commission, within which students may obtain any immunizations required by the District. Where the District's requirements include a series of immunizations, initial vaccinations must be obtained within thirty (30) days, or within the timeline determined to be reasonable by the Interstate Commission.

4. **Kindergarten and First Grade Entrance Age:** Students shall be allowed to continue their enrollment at grade level at the District, commensurate with their grade level from their receiving school, including kindergarten, at the time of transition. However, the provisions of Montana Code 20-5-101 regarding trustees enrolling a child in kindergarten or in first grade whose fifth (5th) or sixth (6th) birthday occurs on or before the tenth (10th) day of September of the school year in which the child is to enroll but is not yet 19 years of age, shall continue to apply.

A student who has satisfactorily completed the prerequisite grade level in the sending school shall be eligible for enrollment in the next highest grade level in the District, at the receiving school, regardless of age.

A student who is transferring into the District after the start of the school year shall enter the District on the student's validated grade level from an accredited school in the sending state.

Placement and Attendance

1. **Course Placement:** Upon transfer of a qualifying student, the receiving District shall place the student in courses consistent with the student's courses in the sending school and/or the school's educational assessments.

Course placement includes, but is not limited to honors, international baccalaureate, advanced placement, vocational, technical, and career pathways courses.

Continuing the student's academic program from the previous school and promoting placement in academically and career challenging courses should be paramount when considering placement. This requirement does not preclude the District from performing subsequent evaluations to ensure appropriate placement and continued enrollment of the student in the course(s).

- 2. Educational Program Placement:** The District shall initially honor placement of the student in educational programs based on current educational assessments conducted at the sending school or participation/placement in similar programs at the sending school.

Educational program placement includes, but is not limited to, gifted and talented programs and English as a second language. This requirement does not preclude the District from performing subsequent evaluations to ensure appropriate placement of the student.

- 3. Special Education Services:** In compliance with the federal requirements of the Individuals with Disabilities Education Act, the District, as the receiving school, shall initially provide comparable services to a student with disabilities based on his or her current Individual Education Plan.

In compliance with Section 504 of the Rehabilitation Act and with Title II of the Americans with Disabilities Act, the District, as the receiving school, shall make reasonable accommodations and modifications to address the needs of incoming students with disabilities consistent with his or her existing 504 or Title II Plan.

This does not preclude the District, as the receiving school, from performing subsequent evaluations to ensure appropriate placement and/or accommodations are made for the student.

- 4. Placement Flexibility:** The District's Administration shall have the flexibility to waive course/program prerequisites or other preconditions for placement in courses/programs offered by the receiving District.

- 5. Absences Relating to Deployment Activities:** A student whose parent/legal guardian is an active duty member of the uniformed services and has been called to duty for, is on leave from, or immediately returned from deployment in a combat zone or combat support position, shall be granted additional excused absences at the discretion of the District's Superintendent to visit with his or her parent/legal guardian relative to such leave or deployment of the parent/guardian.

Eligibility

1. **Eligibility for Enrollment:** A Special Power of Attorney pertaining to the guardianship of a student of a military family and executed under applicable law shall be sufficient for the purposes of enrollment and all other actions requiring parental participation and consent.

The receiving District shall not charge tuition to a transitioning military student placed in the care of a noncustodial parent or other person standing in loco parentis who lives in a jurisdiction other than that of the custodial parent.

A transitioning military student, placed in the care of a noncustodial parent or other person standing in loco parentis who lives in a jurisdiction other than that of the custodial parent, may continue to attend the school in which he or she was enrolled when residing with the custodial parent.

2. **Eligibility for Extra-Curricular Activity Participation:** The District shall facilitate the opportunity for transitioning military students' inclusion in extracurricular activities, regardless of application deadlines, to the extent the student is otherwise qualified.

Graduation

In order to facilitate the on-time graduation of children of military families, the receiving District shall incorporate the following procedure:

1. **Graduation Course Requirements – Waiver:** The receiving District's Administration, through the Superintendent or designee, shall waive specific courses that are required for graduation if similar coursework has been satisfactorily completed at another school.

If the District does not waive the specific course requirement for graduation, the District shall provide a reasonable justification for the denial. This justification shall be provided to the parent/legal guardian in writing.

If the receiving District does not waive the specific course requirement for graduation and the student would have otherwise qualified to graduate from the sending school, the receiving District shall provide an alternative means of acquiring required course work to ensure that the student's graduation will occur on time.

2. **Exit Exams:** In lieu of testing requirements required for graduation at the receiving District, the District and the State of Montana shall accept any or all of the following:

- A. Exit exams or end-of-course exams required for graduation from the sending school;

- B. National norm-referenced achievement tests; or
C. Alternative testing.

In the event the above alternatives cannot be accommodated by the receiving District for a student transferring during his or her senior year, subsection 3, below, shall apply.

- 3. Transfer During Senior Year of High School:** Should a military student transferring at the beginning of or during the senior year be ineligible to graduate from the receiving District after all alternatives have been considered, the sending school and the receiving District shall ensure the receipt of a diploma from the sending school if the student meets the graduation requirements of the sending school.

In the event that one of the states in question is not a member of this Compact, the member state shall use best efforts to facilitate the on-time graduation of the student.

Conflicts

All state laws and District policies that conflict with this policy and/or in conflict with the Compact are superseded to the extent of the conflict.

Cooperation

The receiving District, through its administration, shall timely cooperate with all state agency inquiries and other District/school inquiries relating to a student who is covered by the Compact.

Cross Reference:	2333	Participation in Commencement Exercises
	2410 – 2410P	High School Graduation Requirements
	2413	Credit Transfer and Assessment for Placement
	3110	Entrance, Placement, and Transfer
Legal Reference:	20-1-230, MCA	Enactment – interstate Compact on Educational Opportunity for Military
		Children – provisions

Policy History:

Adopted on:

Reviewed on:

Revised on:

STUDENTS

3125

Education of Homeless Children

Every child of a homeless individual and every homeless child are entitled to equal access to the same free, appropriate public education as provided to children with permanent housing. The District must assign and admit a child who is homeless to a District school regardless of residence and irrespective of whether the homeless child is able to produce records normally required for enrollment. The District may not require an out-of-District attendance agreement and tuition for a homeless child.

Should a child become homeless over the course of the school year, the child must be able to remain at the school of origin, or be eligible to attend another school in the district.

The Superintendent will review and revise as necessary rules or procedures that may be barriers to enrollment of homeless children and youths. In reviewing and revising such procedures, the Superintendent will consider issues of transportation, immunization, residence, birth certificates, school records, and other documentation.

Homeless students will have access to services comparable those offered to other students, including but not limited to:

1. Transportation services;
2. Educational services for which a student meets eligibility criteria (e.g., Title I);
3. Educational programs for children with disabilities and limited English proficiency;
4. Programs in vocational and technical education;
5. Programs for gifted and talented students; and
6. School nutrition program.

The Superintendent will give special attention to ensuring the enrollment and attendance of homeless children and youths not currently attending school. The Superintendent will appoint a liaison for homeless children. A “homeless individual” is defined as provided in the McKinney Homeless Assistance Act.

Anyone having a concern or complaint regarding placement or education of a homeless child will first present it orally and informally to the District homeless liaison. To further ensure that the District is removing barriers to the educational access and success of children and youths who are homeless, and to ensure that Title 1 funding is expended in an appropriate manner, the District has adopted the dispute resolution form at 3125F.

Cross Reference: 1700 Uniform Complaint Procedure
3125F McKinney-Vento Homeless Educational Assistance Dispute Resolution
Legal Reference: 42 U.S.C. §§42 U.S.C. § 11301 *et seq* 11431, *et seq*.
McKinney Homeless Assistance Act
§ 20-5-101, MCA Admittance of child to school

Policy History:

Adopted on:

Reviewed on:

Revised on:

_____ **School District**

3125F

**MCKINNEY-VENTO HOMELESS EDUCATION ASSISTANCE
DISPUTE RESOLUTION FORM**

School District _____ Liaison _____
Telephone _____

Date of first contact by homeless individual, guardian, or representative _____

Homeless Student's Name _____

Describe the issue(s) in question _____

School District Contact _____ Telephone _____
(Superintendent/Principal)

Date _____ (within 7 business days)
Resolution of Liaison/School District Level (*describe below*) _____ or
Forwarded to OPI Homeless Coordinator [*please contact at (406) 444-2036*] _____

Date _____ (within 15 business days)
Resolution to OPI Homeless Coordinator Level (*describe below*) _____ or
Forwarded to Superintendent of Public Instruction _____

Describe Resolution Results _____

Homeless Coordinator Signature _____

This form must be filed with

Homeless Coordinator
Office of Public Instruction
Po Box 202501
Helena, MT 59620-2501

1 _____ **School District**

2
3 **STUDENTS**

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page 1 of 2

4
5 Students of Legal Age

6
7 Every student eighteen (18) years of age or older like all other students, will comply with the
8 rules established by the District, pursue the prescribed course of study, and submit to the
9 authority of teachers and other staff members as required by policy and state law. The
10 administration is authorized to make exceptions to this policy for students related to reasons that
11 include but are not limited to homelessness, emancipation, or applicable court order.

12
13 Forms

14
15 Adult students who reside with parents or guardians and/or are classified as dependents of
16 parents or guardians for tax purposes must have applicable forms completed by parents or
17 guardians.

18
19 Admission to School

20
21 The residence of an adult student who is not residing with a parent or guardian will be
22 considered the residence for school purposes.

23
24 Field Trips/Athletic Programs

25
26 Approved forms for participation will be required of all students. The form should indicate that
27 the signature is that of the parent.

28
29 Absence/Lateness/Tuancy

30
31 Absence notes will be signed by parents or guardians. Excessive absences will result in
32 consequences according to policy 3122 and will be reported on the report card.

33
34 Suspension/Expulsion

35
36 All suspension and/or expulsion proceedings will conform to the requirements of state statutes.
37 Notification of all such proceedings will be sent to parents or guardians.

38
39 Withdrawal From School

40
41 Adult students may withdraw from school under their own cognizance. Counselors will guide
42 and counsel potential dropouts and encourage their continued attendance. Parents will be notified
43 of impending dropouts by the school.

44
45 Permission to Inspect Student Records

A student that attains the age of legal majority is an “eligible student” under FERPA. An eligible student has the right to access and inspect their student records. An eligible student may not prevent their parents from accessing and inspecting their student records if they are a dependent of their parents in accordance with Internal Revenue Service regulations.

Report Cards

Progress reports will be sent to the parent or legal guardian.

Excuses From School

The school will verify requests from students who wish to leave school early for reasons such as job interviews, college visits, driver testing, etc., with the organization being visited. Permission to leave school early may be denied for what is considered a non-valid reason.

Financial Responsibility

Adult students can be held financially responsible for damage to school property.

Cross Reference: Policy 3600 - FERPA

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

2
3 **STUDENTS**

3141

4
5 Nonresident Student Enrollment

6
7 For the purposes of this policy, except as provided in Section 20-9-707, MCA, a student's district
8 of residence must be determined on the basis of the provisions of Section 1-1-215, MCA.

9
10 Mandatory Nonresident Enrollment for Extenuating Circumstances

11
12 The District shall enroll a student who resides outside of the District whenever the extenuating
13 circumstances listed in Section 20-5-321, MCA, exist.

14
15 Applying for Nonresident Enrollment with No Extenuating Circumstances

16
17 Whenever the extenuating circumstances listed in Section 20-5-321, MCA do not exist and
18 mandatory enrollment of a student who resides outside the District is not required, the District
19 may enroll the nonresident student at the request of the student's parent or guardian as specified
20 in this policy. The District shall serve children who are residents of the district and nonresident
21 children seeking mandatory enrollment for extenuating circumstances prior to enrolling
22 nonresidents students seeking to apply when extenuating circumstances do not exist.

23
24 Every nonresident student who seeks to enroll in the District shall apply for admission for the
25 succeeding school year by (date). All applications shall be submitted using the form found at
26 Policy 3141F as developed by the Superintendent of Public Instruction. **(Optional)** For planning
27 purposes, late applications shall not be considered. **(End Optional Language)** Nonresident
28 students shall reapply for admission each school year. Admission in one school year does not
29 infer or guarantee admission in subsequent years. Each application shall be assigned a unique
30 number distinct from a student identification number that does not disclose a student's personally
31 identifiable information consistent with Policy 3600. Within 10 days of the initial application for
32 an attendance, the District shall notify the parent or guardian of the child and district of residence
33 involved in the out-of-district attendance agreement of application the anticipated date for
34 approval or disapproval of the agreement application.

35
36 The Board of Trustees authorizes the District Administrator to review the applications for
37 nonresident enrollment consistent with his policy and Section 20-5-320, MCA. Not more than
38 30 days following the application deadline, the District Administrator shall submit a list of
39 students to the Board of Trustees who are recommended for enrollment. The Board of Trustees
40 shall make the decision to approve or deny requests for nonresident enrollment during a meeting
41 of the Board. Each application shall be considered during a closed session consistent with Policy
42 1400 after giving prior notice to the parents that their application will be considered by the Board
43 of Trustees in a closed session of the Board. Any motion on an application shall be made
44 referring to the distinct application number.

1 In reviewing and determining whether to approve an application for attendance by a nonresident
2 child, the District Administrator shall recommend for approval and Board of Trustees shall
3 approve the application unless the Board of Trustees find that the impact of approval of the
4 application will negatively impact the quality of education for resident pupils by grade level, by
5 school, or in the District in the aggregate in one or more of the following ways:

6
7 1. The approval would result in exceeding limits of:

- 8 A. building construction standards pursuant to Title 50, chapter 60, MCA;
- 9 B. capacity and ingress and egress elements, either by individual room or by
10 school building, of any fire code authorized by Title 50, chapter 3; or
- 11 C. evacuation elements of the district's adopted school safety plan.

12 The Board authorizes the District Administrator to coordinate with the local fire
13 marshal, law enforcement, health department, and first responders when developing
14 standards under this Subsection 1. Findings shall be adopted by the Board in the
15 District's strategic action plan or plan for continuous improvement specified in Policy
16 1610.

17 2. The approval would impede meeting goals, standards, or objectives of quality
18 education adopted by the Board in the District's strategic action plan or plan for
19 continuous improvement specified in Policy 1610.

20 3. The approval would risk jeopardizing the educational quality adopted by the Board in
21 the District's strategic action plan or plan for continuous improvement specified in Policy
22 1610 because the nonresident child who is applying was:

- 23 A. truant as defined in Section 20-5-106, MCA, in the last school district
24 attended;
 - 25 B. expelled by another school district at any time; or
 - 26 C. suspended in another school district in any of the 3 school fiscal years
27 preceding the school fiscal year for which attendance is requested. This
28 Subsection C does not apply to a student who is eligible for special education or
29 related services.
- 30

31 Review and consideration of applications and the records of applicants as well as decisions
32 regarding admission cannot be inconsistent with District policies regarding nondiscrimination. In
33 the event the District receives more applications than the District can accommodate, the District
34 shall prioritize applications on the basis of the quality of education for students who are residents
35 of the district of attendance and the obligations of resident taxpayers. This priority may include
36 applications from children of District employees as well as children with siblings who have
37 previously enrolled in the District as nonresident students. This priority is specifically
38 established and shall be implemented on a rational basis to provide a quality education to
39 students enrolled in the District.

40
41 Within 10 days of approval or disapproval of an application for non-resident enrollment, District
42 shall provide copies of the approved or disapproved attendance agreement application to the
43 parent or guardian and to the district of residence. In the case of a disapproval, the District shall
44 provide the specific allowable reason for the disapproval consistent with this policy and
45 supporting documentation.

46

For an approved application and out-of-district attendance agreement application the District shall provide a copy of the completed agreement to the county superintendent of schools of the county of residence, county superintendent of schools of the county of attendance, and the Superintendent of Public Instruction. Whenever a student enrolls in and attends a school outside of the student's district of residence under the provisions of this policy, by July 15 following the year of attendance, the district of attendance shall notify the district of residence of an obligation under Section 20-5-323, MCA.

If an out-of-district attendance agreement application is disapproved or no action is taken, the parent or guardian may appeal the disapproval or lack of action in accordance with Montana law.

Unless otherwise agreed by the district of residence and the district of attendance, the family of a nonresident child whose application for attendance has been approved is responsible for transportation of the child and the child is not an eligible transportee as defined in Section 20-10-101, MCA. The district of attendance may discretionarily provide transportation pursuant to Section 20-10-122, MCA.

Cross Reference:	2161 – 2161P	Special Education
	3110	Entrance, Placement, and Transfer
	3125	Education of Homeless Children
	3210	Equal Education, Nondiscrimination and Sex Equity
	3600	Student Records
Legal Reference:	1400	Board Meetings
	§ 20-5-314, MCA	Reciprocal attendance agreement with adjoining state or province
	§ 20-5-320, MCA	Out-of-district attendance by parent or guardian request with no extenuating circumstances.
	§ 20-5-321, MCA	Attendance with mandatory approval – tuition and transportation
	§ 20-5-322, MCA	Residency determination – notification – appeal for attendance agreement
	§ 20-5-323, MCA	Tuition and transportation rates
	10.55.712, ARM	Class Size Elementary
	10.55.713, ARM	Teacher Load and Class Size – High School

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

2
3 **STUDENTS**

3145
(Alternate 1)

4
5 Foreign Exchange Students

6
7 It is the policy of the Board to recognize the benefits from foreign exchange students in the
8 District. The Board does not, however, sponsor foreign exchange programs or provide financial
9 contributions to any foreign exchange students. The Board assumes no responsibility or control
10 over items such as travel, living accommodations, funding, insurance, etc., which remain the
11 responsibility of the sponsor and/or student.

12
13 J-1 visa holders (students sponsored by an approved foreign exchange organization) are eligible
14 to attend either elementary or secondary school. Any sponsoring organization must have a local
15 representative, be a nonprofit organization, and be approved by the Council on Standards for
16 International Education Travel. F-1 visa holders (individual foreign students sponsored by
17 relatives or friends) may not attend the District.

18
19
20
21 Legal Reference: 20 U.S.C. 221, et seq. Foreign and Exchange Students

22
23 Policy History:

24 Adopted on:

25 Reviewed on:

26 Revised on:

1 _____ **School District**

2
3 **STUDENTS**

3145

page 1 of 3
(Alternate 2)

4
5 Foreign Exchange Students

6
7 The District finds that foreign exchange students add to the richness of the high school setting for
8 both District and foreign students. Thus, the District is willing to enroll a manageable number of
9 foreign exchange students.

10
11 To protect the interests of the District and students, the District has adopted the following
12 policies (it should be remembered that foreign exchange students are educated at the expense of
13 the taxpayers of the District and the state of Montana):

- 14
15 1. The foreign exchange student must be eighteen (18) years of age or younger at the time
16 of enrollment;
17
18 2. The foreign exchange student must reside with a legal resident of the District. Exceptions
19 may be granted.
20
21 3. The foreign exchange student must have sufficient knowledge of the English language to
22 enable effective communication and to use instructional materials and textbooks printed
23 in English.
24
25 a. The District may administer an English proficiency test of its choosing, which
26 will supersede all other tests.
27
28 b. If an organization places a student who, on arrival, is deemed by the District to be
29 deficient in English language proficiency, the organization will either terminate
30 the student's placement or provide and pay for tutorial help until the student
31 reaches proficiency, as determined by the District.
32

33 Academic Standards and Graduation

- 34
35 1. A foreign exchange student will be expected to meet all appropriate standards required of
36 any student enrolled in the District.
37
38 2. Foreign exchange students may not graduate or receive a diploma from _____ High
39 School. However, they may participate in ceremonies and receive a certificate of
40 attendance.
41

42 Orientation by the Exchange Organization

- 43
44 1. Orientation, both pre-departure and upon arrival in the United States, must be provided to
45 the exchange student.
46

2. Orientation must also be provided to the host family in advance of the exchange student's arrival. The family should be advised of potential problems in hosting an exchange student and provided with suggestions for coping with these problems.
3. The student's host family and the District must be provided written information which includes at least:
 - a. Name, address, and phone number of both local and area coordinators for the exchange organization.
 - b. A twenty-four-(24)-hour emergency telephone number for immediate assistance by the exchange organization.

Supervision

1. The sponsoring foreign student exchange organization must assume the final responsibility of resolving problems, including, if necessary, the changing of host families or the early return home of the exchange student because of personal, family, or school difficulties.
2. The sponsoring foreign student exchange organization must contact the exchange student and host family periodically throughout the exchange visit to ensure that problems are dealt with promptly and effectively.
3. The host family must be available and willing to meet with school personnel when functions or conditions require it.

Student Opportunities and Responsibilities

1. Required Courses. Foreign exchange students will be expected to enroll in the following academic classes while attending _____ High School:
 - a. One (1) English class;
 - b. One (1) United States history class or one (1) government class;
 - c. Maintain enrollment in at least six (6) classes.
2. Athletic Program. Foreign exchange students are eligible to participate in the _____ High School Activities Program. Guidelines for participation are set by District policy and by the Montana High School Association, as follows:
 - a. RECOGNITION. The student must be a participant of an "official Foreign

Exchange Program” as defined in the publication from the National Association of Secondary School Principals, entitled, “Advisory List of International Educational Travel and Exchange Programs.”

- b. GRADUATION. The student cannot have graduated or received a diploma in his/her own country.
3. Student Fees. Foreign exchange students are expected to pay all yearbook fees, lab fees, prom tickets, athletic fees, cap and gown fees, lunch prices, and all other school-incurred expenses that are expected of other students enrolled in _____ High School.
4. Achievement and Discipline. Foreign exchange students must maintain passing grades in all classes, follow rules and regulations of District student policies, and show satisfactory discipline and attendance. Failure to comply with these expectations may result in dismissal of the student from the District Foreign Exchange Program.
5. Scholarship(s). The District will not include names of foreign exchange students in its formal class-rank listing based on cumulative grade point average, nor will foreign exchange students be eligible to apply for any local scholarship.

Placement Quotas for Foreign Student Exchange Organizations

1. _____ High School will accept a maximum of two (2) individually sponsored exchange students, on a first-come, first-served basis.
2. The fact that a foreign exchange organization has located a host family within the District does not infer the District will automatically enroll the student. While the organization may develop such an agreement with a host family, the family should be advised it is contingent upon admission to _____ High School.

Legal Reference: 20 U.S.C. 221, et seq. Foreign and Exchange Students

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

2
3 **STUDENTS**

3145P
page 1 of 2

4
5 Foreign Exchange Students

6
7 Admission Requirements

- 8
9 1. Foreign exchange students must be eighteen (18) years of age or younger at the time of
10 enrollment.
11
12 2. Foreign exchange students must reside with a legal resident of the District. Limited
13 exceptions may be granted at the discretion of the Board.
14
15 3. Foreign exchange students must have sufficient knowledge of the English language to
16 enable effective communication and to use instructional materials and textbooks printed
17 in English.
18
19 a. An English proficiency test of the District's own choosing may be administered
20 and will supersede all other tests.
21
22 b. If an organization places a student who, upon arrival, is deemed by the District to
23 be deficient in English language proficiency, the organization will do one of the
24 following:
25
26 i. Terminate the student's placement.
27 ii. Provide, and pay for, tutorial help until the student reaches proficiency, as
28 determined by the District.
29

30 Academic Standards and Graduation

- 31
32 1. Foreign exchange students will be expected to meet all appropriate standards required of
33 any student enrolled in the District.
34
35 2. Foreign exchange students will not graduate from or receive a diploma from the High
36 School, but they may participate in the ceremonies and receive a certificate of attendance.
37

38 Student Opportunities/Responsibilities

- 39
40 1. Foreign exchange students will be expected to enroll in the following academic classes
41 while attending _____ High School:
42
43 a. One (1) English class;
44 b. One (1) United States history class or one (1) government class;
45 c. Maintain enrollment in at least six (6) classes.
46

2. Foreign exchange students are eligible to participate in the High School Activities Program. Guidelines for participation are set by District policy and by the Montana High School Association, as follows:
 - a. RECOGNITION. The student must be a participant of an “official Foreign Exchange Program” as defined in the publication from the National Association of Secondary School Principals, entitled *Advisory List of International Educational Travel and Exchange Programs*.
 - b. GRADUATION. The student cannot have graduated or received a diploma in his/her own country.
3. Foreign exchange students are expected to pay all yearbook fees, lab fees, prom tickets, yearbook costs, athletic fees, cap and gown fees, lunch prices, and all other school incurred expenses that are expected of other students enrolled in the High School.
4. Foreign exchange students must maintain passing grades in all classes, follow rules and regulations of District student policies, and show satisfactory discipline and attendance. Failure to comply with these expectations shall result in dismissal of the student from the District’s Foreign Exchange Program.

Policy History:

Adopted on:

Reviewed on:

Revised on:

2
3 **STUDENTS**

3150

4
5 Part-Time Enrollment

6
7 In accordance with Policy 3110, the District will review requests for part-time enrollment of
8 resident students for purposes of academic courses on a case-by-case basis, with a building
9 principal making a preliminary decision pursuant to the criteria set forth in this Policy. Denial of
10 part-time enrollment may be appealed pursuant to Policy 1700. Admission of non-resident
11 students on a part-time basis shall be governed in accordance with Policy 3141.

12
13 Criteria for accepting students for part-time enrollment are the following:

- 14
15 1. Accepting a student will not create excess student enrollment in a requested class;
16 2. Accepting a student will not create need for an additional staff member;
17 3. Accepting a student will not cause a new section of a course to be created.

18
19 The District will accept on a first-come, first-served basis students wishing to enroll in the same
20 course. Whenever the enrollment position of a part-time student is needed for a regular, full-
21 time student during the year, a full-time student has priority for the position beginning with the
22 next semester. The District may secure ANB for part time enrollees in accordance with Policy
23 3121.

24
25 Participation in District Extracurricular Activities by Unenrolled Children

26
27 This policy does not restrict or limit the ability of unenrolled children to seek to participate in
28 extracurricular activities in accordance with Policy 3510. The District may secure ANB for
29 unenrolled children participating in identified extracurricular activities in accordance with Policy
30 3121.

31
32 Cross References: Policy 3510 School Sponsored Activities
33 Policy 3121 Enrollment and Attendance
34 Policy 3141 Non-resident Enrollment

35
36 Legal Reference: § 20-9-311(a), MCA Calculation of average number belonging (ANB) –
37 3-year averaging
38 Chapter 617 (2023) Enrollment on Part Time Basis

39
40
41 Policy History:

42 Adopted on:

43 Reviewed on:

44 Revised on:

_____ **School District**

STUDENTS

3200

Student Rights and Responsibilities

The District recognizes fully that all students are entitled to enjoy the rights protected under federal and state constitutions and law for persons of their age and maturity in a school setting.

The District expects students to exercise these rights reasonably and to avoid violating the rights of others. The District may impose disciplinary measures whenever students violate the rights of others or violate District policies or rules.

Cross Reference: 3231 Searches and Seizure
 3310 Student Discipline

Legal Reference: § 20-4-302, MCA Discipline and punishment of pupils – definition of
 corporal punishment – penalty – defense
 § 20-5-201, MCA Duties and sanctions
 Tinker v. Des Moines Ind. Sch. Dist., 89 S.Ct. 733 (1969)

Policy History:

Adopted on:

Reviewed on:

Revised on:

_____ **School District**

R

STUDENTS

3210

Equal Educational Opportunity, Nondiscrimination, and Sex Equity

The District will make equal educational opportunities available for all students without regard to race, color, national origin, ancestry, sex, ethnicity, language barrier, religious belief, physical or mental handicap or disability, economic or social condition, actual or potential marital or parental status. No student will be denied equal access to programs, activities, services, or benefits or be limited in the exercise of any right, privilege, or advantage, or denied equal access to educational and extracurricular programs and activities.

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

Title: _____
Office address: _____
Email: _____
Phone number: _____

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

Title: _____
Office address: _____
Email: _____
Phone number: _____

Any individual may file a complaint alleging violation of this policy, Policy 3200-Student Rights and Responsibilities, Policy 3225/3225P-Sexual Harassment, or Policy 3226-Bullying/Harassment/Intimidation/Hazing by following those policies or Policy 1700-Uniform Complaint Procedure.

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

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

Cross Reference: 1700 Uniform Complaint Procedure
 2158 Family and Community Engagement

1	3200	Student Rights and Responsibilities
2	3225	Sexual Harassment/Intimidation of Students
3	3226	Bullying/Harassment/Intimidation/Hazing
4		
5	Legal Reference:	Art. X, Sec. 7, Montana Constitution- Nondiscrimination in education
6		§ 49-2-307, MCA Discrimination in education
7		24.9.1001, et seq., ARM Sex Discrimination in Education
8		Title IX of the Educational Amendments, 20 U.S.C. § 1681, et seq.
9		34 CFR Part 106 Nondiscrimination on the basis of sex in
10		education programs or activities receiving
11		Federal financial assistance
12	10.55.801 ARM	School Climate
13	10.55.802 ARM	Opportunity and Educational Equity
14	10.55.803 ARM	Learner Access
15		
16	<u>Policy History:</u>	
17	Adopted on:	
18	Reviewed on:	
19	Revised on:	

1 _____ **School District**

2
3 **STUDENTS**

3221

4
5 Student Publications

6
7 Student publications produced as part of the school's curriculum or with the support of student
8 body funds are intended to serve both as vehicles for instruction and student communications.
9 They are operated and substantively financed by the student body and the District.

10
11 Material appearing in such publications should reflect all areas of student interest, including
12 topics about which there may be controversy and dissent. Controversial issues may be presented
13 provided they are treated in depth and represent a variety of viewpoints. Such materials may not
14 be libelous, obscene, or profane nor may they cause a substantial disruption of the school, invade
15 the privacy rights of others, demean any race, religion, gender, or ethnic group, or advocate the
16 violation of the law. They may not advertise tobacco, nicotine, liquor, illicit drugs or drug
17 paraphernalia.

18
19 The Superintendent shall develop guidelines to implement these standards and shall establish
20 procedures for the prompt review of any materials which appear not to comply with the
21 standards.

22
23
24
25 Policy History:

26 Adopted on:

27 Reviewed on:

28 Revised on:

1 _____ **School District**

2
3 **STUDENTS**

3222

4
5 Distribution and Posting of Student Materials

6
7 District policy allows distribution of materials for student curricular clubs and non-curricular
8 groups.

9
10 The Superintendent, building principal, or designee must approve all materials before they may
11 be distributed or posted. Materials distributed or posted will include an notation to inform the
12 recipient if the material is from a curricular student club or non-curricular student group.

13
14 To facilitate the distribution of materials with information about student activities, each school
15 may maintain a centrally located bulletin board for the posting of materials, and/or maintain a
16 table available to students for placing approved materials. Materials may also be posted on
17 designated walls in the school buildings.

18
19 Materials from a curricular student club or non-curricular student group. which provide
20 information valued or needed by the students of the school district may be distributed, except
21 those that would:

- 22
23 A. Disrupt the educational process;
24 B. Violate the rights of others;
25 C. Invade the privacy of others;
26 D. Infringe on a copyright;
27 E. Violate District policy, procedure, or administrative directive;
28 F. Be obscene, vulgar or indecent; or
29 G. Promote violence, discriminatory conduct, the use of drugs, alcohol, tobacco, nicotine
30 and any other tobacco innovation, firearms, or certain products that create community
31 concerns.

32
33 All non-student community materials must be reviewed and approved by the Superintendent,
34 building principal, or designee in accordance with Policy 4331.

35
36
37 Policy History:

38 Adopted on:

39 Reviewed on:

40 Revised on:

2
3 **STUDENTS**

3224

4
5 Student Dress

6
7 The District recognizes that a student's choice of dress and grooming habits demonstrate
8 personal style and preference. The District has the responsibility to ensure proper and appropriate
9 conditions for learning, along with protecting the health and safety of its student body. Even
10 though the schools will allow a wide variety of clothing styles, dress and grooming must not
11 materially or substantially disrupt the educational process of the school or create a health or
12 safety hazard for students, staff, or others.

13
14 Building administrators shall establish procedures for the monitoring of student dress and
15 grooming in school or while engaging in extracurricular activities. Students attending public
16 events sponsored by the school district are permitted to honor their American Indian heritage
17 through the display of culturally significant tribal regalia at a public event sponsored by the
18 school district. Any item that promotes drug use, weapon use, threats of violence, sexual
19 harassment, bullying, or other intimidation, or violates another district policy, state, or federal
20 law may not be worn at a public event sponsored by the school district. Specific regulations
21 shall be published annually in student handbooks.

22
23
24 Cross Reference: 2333 Participation in Commencement Exercises

25
26 Legal Reference: § 2-1-315, MCA Tribal regalia and objects of cultural significance -
27 allowed at public events
28
29

30 Policy History:

31 Adopted on:

32 Reviewed on:

33 Revised on:

2
3 **STUDENTS**

3225

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4
5 Sexual Harassment of Students

6
7 The District does not discriminate on the basis of sex in any education program or activity that it
8 operates. The District is required by Title IX of the Education Amendments of 1972 and the
9 regulations promulgated through the U.S. Department of Education not to discriminate in such a
10 manner. Inquiries about the application of Title IX to the District may be referred to the
11 District's Title IX Coordinator, to the Assistant Secretary for Civil Rights of the Department of
12 Education, or both.

13
14 The Board designates the following individual to serve as the District's Title IX Coordinator:

15
16 Title: _____
17 Office address: _____
18 Email: _____
19 Phone number: _____
20

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

25
26 For purposes of this policy and the grievance process, "sexual harassment" means conduct on the
27 basis of sex that satisfies one or more of the following:

- 28
29 1. A District employee conditioning the provision of an aid, benefit, or service of the
30 District on an individual's participation in unwelcome sexual conduct;
31
32 2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive and
33 objectively offensive that it effectively denies a person equal access to the District's
34 education program or activity or
35
36 3. "Sexual assault" as defined in 20 USC 1092(f)(6)(A)(v), "dating violence" as defined in
37 34 USC 12291(a)(10), "domestic violence" as defined in 34 USC 12291(a)(8) or
38 "stalking" as defined in 34 USC 12291(a)(30).
39

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

43
44 An individual is not required to submit a report of sexual harassment involving the Title IX
45 coordinator. In the event the Title IX Coordinator is responsible for or a witness to the alleged

1 harassment, the individual may report the allegations to the building principal or superintendent
2 or other unbiased school official.

3 3225

4 Page 2 of 3

5
6 Retaliation Prohibited
7

8 The District prohibits intimidation, threats, coercion or discrimination against any individual for
9 the purpose of interfering with any right or privilege secured by Title IX or this policy, or
10 because the individual has made a report or complaint, testified, assisted, or participated or
11 refused to participate in any manner in an investigation proceeding or hearing, if applicable.
12 Intimidation, threats, coercion, or discrimination, including charges against an individual for
13 code of conduct violations that do not involve sex discrimination or sexual harassment, but arise
14 out of the same facts or circumstances as a report or complaint of sex discrimination, or a report
15 or formal complaint of sexual harassment, for the purpose of interfering with any right or
16 privilege secured by Title IX or this part, constitutes retaliation.
17

18 Confidentiality
19

20 The District must keep confidential the identity of any individual who has made a report or
21 complaint of sex discrimination, including any individual who has made a report or filed a
22 formal complaint of sexual harassment, any individual who has been alleged to be the victim or
23 perpetrator of conduct that could constitute sexual harassment, and any witness, except as may
24 be permitted by Family Educational Rights and Privacy Act (FERPA) or as required by law, or
25 to carry out the purposes of the Title IX regulations, including the conduct of any investigation,
26 hearing or judicial proceeding arising thereunder.
27

28 Notice Requirements
29

30 The District provides notice to applicants for admission and employment, students, parents or
31 legal guardians of elementary and secondary school students, employees and the union(s) with
32 the name or title, office address, email address and telephone number of the Title IX Coordinator
33 and notice of the District grievance procedures and process, including how to report or file a
34 complaint of sex discrimination, how to file a formal complaint of sexual harassment and how
35 the District will respond. The District also posts the Title IX Coordinator's contact information
36 and Title IX policies and procedures in a prominent location on the District website and in all
37 handbooks made available by the District.
38

39 Training Requirements
40

41 The District ensures that Title IX Coordinators, investigators, decision-makers, and any person
42 who facilitates an informal resolution process, receives training on the definition of sexual
43 harassment, the scope of the District's education program or activity, how to conduct an
44 investigation and grievance process including hearings, appeals and informal resolution
45 processes, when applicable, and how to serve impartially including by avoiding prejudgment of
46 the facts at issue, conflicts of interest and bias. The District also ensures that decision-makers

1 and investigators receive training on issues of relevance of questions and evidence, including
2 when questions and evidence about the complainant's sexual predisposition or prior sexual
3
4

5 3225
6 Page 3 of 3
7

8 behavior are not relevant as set forth in the formal procedures that follow, and training on any
9 technology to be used at a live hearing, if applicable. Investigators also receive training on
10 issues of relevance to create an investigative report that fairly summarizes relevant evidence. All
11 materials used to train individuals who receive training under this section must not rely on sex
12 stereotypes and must promote impartial investigations and adjudications of formal complaints of
13 sexual harassment and are made publicly available on the District's website.
14

15 Conflict of Interest and Bias 16

17 The District ensures that Title IX Coordinators, investigators, decision-makers, and any person
18 who facilitates an informal resolution process do not have a conflict of interest or bias for or
19 against complainants or respondents generally or an individual complainant or respondent.
20

21 Determination of Responsibility 22

23 The individual who has been reported to be the perpetrator of conduct that could constitute
24 sexual harassment is presumed not responsible for alleged conduct. A determination regarding
25 responsibility will be made by the decision-maker at the conclusion of the investigation in
26 accordance with the process outlined in Policy 3225P. No disciplinary sanctions will be imposed
27 unless and until a final determination of responsibility is reached.
28

29 Cross Reference: Policy 3210 - Equal Education, Nondiscrimination and Sex Equity
30 Policy 3225P – Sexual Harassment Procedures
31
32

33 Legal References: Art. X, Sec. 1, Montana Constitution – Educational goals and duties
34 §§ 49-3-101, et seq., MCA Montana Human Rights Act
35 Civil Rights Act, Title VI; 42 USC 2000d et seq.
36 Civil Rights Act, Title VII; 42 USC 2000e et seq.
37 Education Amendments of 1972, Title IX; 20 USC 1681 et seq.
38 34 CFR Part 106 Nondiscrimination on the basis of sex in
39 education programs or activities receiving
40 Federal financial assistance
41 10.55.701(1)(f), ARM Board of Trustees
42 10.55.719, ARM Student Protection Procedures
43 10.55.801(1)(a), ARM School Climate
44

45 Policy History:

46 Adopted on:

_____ **School District**

3225F

Sexual Harassment Reporting/Intake Form for Students

This form is not required. Complaints may be submitted in any manner noted in Policy 3225. The form may be used by the Title IX Coordinator to document allegations.

School _____ Date _____

Student's name _____

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

• Describe the incident(s). _____

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

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

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

• Did anyone witness the incident(s)? ☐ yes ☐ no

If so, name the witnesses. _____

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

If yes, what action did you take? _____

• Were there any prior incidents? ☐ yes ☐ no

If so, describe any prior incidents. _____

Signature of complainant _____

Signatures of parents/legal guardians _____

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

2
3 **STUDENTS**

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4
5
6 Sexual Harassment Grievance Procedure - Students

7
8 The Board requires the following grievance process to be followed for the prompt and equitable
9 resolution of student complaints alleging any action that would be prohibited as sexual
10 harassment by Title IX. The Board directs the process to be published in accordance with all
11 statutory and regulatory requirements.

12
13 Definitions

14
15 The following definitions apply for Title IX policies and procedures:

16
17 “Actual knowledge:” notice of sexual harassment or allegations of sexual harassment to the
18 District’s Title IX Coordinator or any official of the District who has authority to institute
19 corrective measures on behalf of the District, or to any employee of an elementary or secondary
20 school.

21
22 “Education program or activity:” includes locations, events or circumstances over which the
23 District exercised substantial control over both the individual who has been reported to be the
24 perpetrator of conduct that could constitute sexual harassment, and the context in which the
25 sexual harassment occurs.

26
27 “Complainant:” an individual who is alleged to be the victim of conduct that could constitute
28 sexual harassment.

29
30 “Respondent:” an individual who has been reported to be the perpetrator of conduct that could
31 constitute sexual harassment.

32
33 “Formal complaint:” a document filed by a Complainant or signed by the Title IX Coordinator
34 alleging sexual harassment against a Respondent and requesting that the District investigate the
35 allegation of sexual harassment.

36
37 “Supportive measures:” non-disciplinary, non-punitive individualized services offered as
38 appropriate, as reasonably available and without fee or charge to the Complainant or Respondent
39 before or after the filing of a formal complaint or where no formal complaint has been filed.

40
41 District Requirements

42
43 When the District has actual knowledge of sexual harassment in an education program or activity
44 of the District, the District will respond promptly in a manner that is not deliberately indifferent.
45 When the harassment or discrimination on the basis of sex does not meet the definition of sexual
46 harassment, the Title IX Coordinator will direct the individual to the applicable sex

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

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

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

Timelines

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

Response to a Formal Complaint

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

1 The District must follow the formal complaint process before the imposition of any disciplinary
2 sanctions or other actions that are not supportive measures. However, nothing in this policy
3 precludes the District from removing a Respondent from the District's education program or

4 3225P

5 page 3 of 9

6
7 activity on an emergency basis, provided that the District undertakes an individualized safety and
8 risk analysis, determines that an immediate threat to the physical health or safety of any student
9 or other individual arising from the allegations of sexual harassment justifies removal, and
10 provides the Respondent with notice and an opportunity to challenge the decision immediately
11 following the removal. A period of removal may include the opportunity for the student to
12 continue instruction in an offsite capacity. The District may also place a non-student employee
13 Respondent on administrative leave during the pendency of the grievance process. This
14 provision may not be construed to modify any rights under the Individuals with Disabilities
15 Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities
16 Act.

17
18 Upon receipt of a formal complaint, the District must provide written notice to the known parties
19 including:

- 20
21 1. Notice of the allegations of sexual harassment, including information about the
22 identities of the parties involved in the incident, the conduct allegedly constituting
23 sexual harassment, the date and location of the alleged incident, and any sufficient
24 details known at the time. Such notice must be provided with sufficient time to
25 prepare a response before any initial interview;
- 26
27 2. An explanation of the District's investigation procedures, including any informal
28 resolution process;
- 29
30 3. A statement that the Respondent is presumed not responsible for the alleged
31 conduct and that a determination regarding responsibility will be made by the
32 decision-maker at the conclusion of the investigation;
- 33
34 4. Notice to the parties that they may have an advisor of their choice who may be, but
35 is not required to be, an attorney, and may inspect and review any evidence; and
- 36
37 5. Notice to the parties of any provision in the District's code of conduct or policy that
38 prohibits knowingly making false statements or knowingly submitting false
39 information.
- 40

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

44
45 The District may consolidate formal complaints as to allegations of sexual harassment against
46 more than one Respondent, or by more than one Complainant against one or more Respondents,

1 or by one party against the other party, where the allegations of sexual harassment arise out of
2 the same facts or circumstances.

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4 5 Investigation of a Formal Complaint

6
7 When investigating a formal complaint and throughout the grievance process, the District must:

- 8
9 1. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach
10 a determination regarding responsibility rests on the District and not the parties’;
11
- 12 2. Provide an equal opportunity for the parties to present witnesses and evidence;
13
- 14 3. Not restrict either party’s ability to discuss the allegations under investigation or to
15 gather and present relevant evidence;
16
- 17 4. Allow the parties to be accompanied with an advisor of the party’s choice who may be,
18 but is not required to be, an attorney. The District may establish restrictions regarding
19 the extent to which the advisor may participate in the proceedings, as long as the
20 restrictions apply equally to both parties;
21
- 22 5. Provide written notice of the date, time, location, participants, and purpose of any
23 interview or meeting at which a party is expected to participate, with sufficient time for
24 the party to prepare to participate;
25
- 26 6. Provide the parties equal access to review all the evidence collected which is directly
27 related to the allegations raised in a formal complaint and comply with the review
28 periods outlined in this process;
29
- 30 7. Objectively evaluate all relevant evidence without relying on sex stereotypes;
31
- 32 8. Ensure that Title IX Coordinators, investigators, decision-makers and individuals who
33 facilitate an informal resolution process, do not have a conflict of interest or bias for or
34 against Complainants or Respondents generally or an individual Complainant or
35 Respondent;
36
- 37 9. Not make credibility determinations based on the individual’s status as Complainant,
38 Respondent or witness;
39
- 40 10. Not use questions or evidence that constitute or seek disclosure of privileged
41 information unless waived.
42

43 Dismissal of Formal Complaints

44
45 If the conduct alleged in the formal complaint would not constitute sexual harassment even if
46 proved, did not occur in the District’s education program or activity, or did not occur against a

person in the United States, then the District must dismiss the formal complaint with regard to that conduct for purposes of sexual harassment under this policy.

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

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

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

Evidence Review

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

Investigative Report

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

Decision-Maker's Determination

1 The investigative report is submitted to the decision-maker. The decision-maker cannot be the
2 same person(s) as the Title IX Coordinator or the investigator. The decision-maker cannot hold a

3 3225P

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5
6 hearing or make a determination regarding responsibility until 10 calendar days from the date the
7 Complainant and Respondent receive the investigator's report.
8

9 Prior to reaching a determination regarding responsibility, the decision-maker must afford each
10 party the opportunity to submit written, relevant questions that a party wants asked of any party
11 or witness, provide each party with the answers, and allow for additional, limited follow-up
12 questions from each party. Questions and evidence about the Complainant's sexual
13 predisposition or prior sexual behavior are not relevant, unless such questions and evidence
14 about the Complainant's prior sexual behavior are offered to prove that someone other than the
15 Respondent committed the conduct alleged by the Complainant, or if the questions and evidence
16 concern specific incidents of the Complainant's prior sexual behavior with respect to the
17 Respondent and are offered to prove consent. Questions must be submitted to the Title IX
18 Coordinator within three calendar days from the date the Complainant and Respondent receive
19 the investigator's report.
20

21 The decision-maker must issue a written determination regarding responsibility based on a
22 preponderance of the evidence standard. The decision-maker's written determination must:
23

- 24 1. Identify the allegations potentially constituting sexual harassment;
- 25
26 2. Describe the procedural steps taken, including any notifications to the parties,
27 interviews with parties and witnesses, site visits, methods used to gather evidence, and
28 hearings held;
- 29
30 3. Include the findings of fact supporting the determination;
- 31
32 4. Draw conclusions regarding the application of any District policies and/or code of
33 conduct rules to the facts;
- 34
35 5. Address each allegation and a resolution of the complaint including a determination
36 regarding responsibility, the rationale therefor, any recommended disciplinary
37 sanction(s) imposed on the Respondent, and whether remedies designed to restore or
38 preserve access to the educational program or activity will be provided by the District
39 to the Complainant and
40
- 41 6. The procedures and permissible bases for the Complainant and/or Respondent to appeal
42 the determination.
43

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

1 complaint.

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

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

22 Appeals

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

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

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

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

44 The appeal decision-maker must notify the other party in writing when an appeal is filed and
45 give both parties a reasonable equal opportunity to submit a written statement in support of, or
46 challenging, the outcome. After reviewing the evidence, the appeal decision-maker must issue a

1 written decision describing the result of the appeal and the rationale for the result. The decision
2 must be provided to both parties simultaneously, and generally will be provided within 10
3 calendar days from the date the appeal is filed.

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5 page 8 of 9
6

7 Informal Resolution Process 8

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

- 14
15 1. Provides to the parties a written notice disclosing:
 - 16
17 A. The allegations;
 - 18
19 B. The requirements of the informal resolution process including the circumstances
20 under which it precludes the parties from resuming a formal complaint arising
21 from the same allegations, provided, however, that at any time prior to agreeing to
22 a resolution, any party has the right to withdraw from the informal resolution
23 process and resume the Title IX formal complaint process with respect to the
24 formal complaint; and
 - 25
26 C. Any consequences resulting from participating in the informal resolution process,
27 including the records that will be maintained or could be shared.
- 28
29 2. Obtains the parties' voluntary, written consent to the informal resolution process.
30

31 The informal resolution process generally will be completed within 30 calendar days, unless the
32 parties and the Title IX Coordinator mutually agree to temporarily delay or extend the process.
33 The formal grievance process timelines are stayed during the parties' participation in the
34 informal resolution process. If the parties do not reach resolution through the informal resolution
35 process, the parties will resume the formal complaint grievance process, including timelines for
36 resolution, at the point they left off.
37

38 Recordkeeping 39

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

- 41
42 1. Each sexual harassment investigation, including any determination regarding
43 responsibility, any disciplinary sanctions imposed on the Respondent, and any remedies
44 provided to the Complainant designed to restore or preserve equal access to the
45 District's education program or activity;
46

- 1 2. Any appeal and the result therefrom;
2
3 3. Any informal resolution and the result therefrom; and

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- 4
5
6
7 4. All materials used to train Title IX Coordinators, investigators, decision-makers, and
8 any person who facilitates an informal resolution process. The District must make
9 these training materials publicly available on its website.

10
11 The District must create, and maintain for a period of seven years, records of any actions,
12 including any supportive measures, taken in response to a report or formal complaint of sexual
13 harassment. In each instance, the District must document the basis for its conclusion that its
14 response was not deliberately indifferent, and document that it has taken measures designed to
15 restore or preserve equal access to the District's education program or activity.

16
17 Cross Reference: Policy 3210 Equal Education, Nondiscrimination and Sex Equity
18 Policy 3225 Sexual Harassment
19 Policy 3310 Student Discipline
20

21 Legal References: Art. X, Sec. 1, Montana Constitution – Educational goals and duties
22 Section 49-3-101, et seq., MCA, Montana Human Rights Act
23 Civil Rights Act, Title VI; 42 USC 2000d et seq.
24 Civil Rights Act, Title VII; 42 USC 2000e et seq.
25 Education Amendments of 1972, Title IX; 20 USC 1681 et seq.
26 Section 20-5-201, MCA, Duties and Sanctions
27 Section 20-5-202, MCA, Suspension and Expulsion
28 34 CFR Part 106 Nondiscrimination on the basis of sex in
29 education programs or activities receiving
30 Federal financial assistance
31 10.55.701(1)(f), ARM Board of Trustees
32 10.55.719, ARM Student Protection Procedures
33 10.55.801(1)(a), ARM School Climate
34

35 Policy History:

36 Adopted on:

37 Reviewed on:

38 Revised on:

STUDENTS

3226

Page 1 of 3

Bullying/Harassment/Intimidation/Hazing

The Board will strive to provide a positive and productive learning and working environment. Bullying, harassment, intimidation, or hazing, by students, staff, or third parties, is strictly prohibited and shall not be tolerated.

Definitions

1. "Third parties" include but are not limited to coaches, school volunteers, parents, school visitors, service contractors or others engaged in District business, such as employees of businesses or organizations participating in cooperative work programs with the District, and others not directly subject to District control at inter-district and intra-District athletic competitions or other school events.
2. "District" includes District facilities, District premises, and non-District property if the student or employee is at any District-sponsored, District-approved, or District-related activity or function, such as field trips or athletic events, where students are under the control of the District or where the employee is engaged in District business.
3. "Hazing" includes but is not limited to any act that recklessly or intentionally endangers the mental or physical health or safety of a student for the purpose of initiation or as a condition or precondition of attaining membership in or affiliation with any District-sponsored activity or grade-level attainment, including but not limited to forced consumption of any drink, alcoholic beverage, drug, or controlled substance, forced exposure to the elements, forced prolonged exclusion from social contact, sleep deprivation, or any other forced activity that could adversely affect the mental or physical health or safety of a student; requires, encourages, authorizes, or permits another to be subject to wearing or carrying any obscene or physically burdensome article, assignment of pranks to be performed, or other such activities intended to degrade or humiliate.
4. "Bullying" means any harassment, intimidation, hazing, or threatening, insulting, or demeaning gesture or physical contact, including any intentional written, verbal, or electronic communication ("cyberbullying") or threat directed against a student that is persistent, severe, or repeated, and that substantially interferes with a student's educational benefits, opportunities, or performance, that takes place on or immediately adjacent to school grounds, at any school-sponsored activity, on school-provided transportation, at any official school bus stop, or anywhere conduct may reasonably be considered to be a threat or an attempted intimidation of a student or staff member or an interference with school purposes or an educational function, and that has the effect of:
 - a. Physically harming a student or damaging a student's property;
 - b. Knowingly placing a student in reasonable fear of physical harm to the student or damage to the student's property;
 - c. Creating a hostile educational environment, or;
 - d. Substantially and materially disrupts the orderly operation of a school.
5. "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 student, employee, or third party who has knowledge of conduct in violation of this policy or feels he/she has been a victim of hazing, harassment, intimidation, or bullying in violation of this policy is encouraged to immediately report his/her concerns to the building principal or the District Administrator, who have overall responsibility for such investigations. A student may also report concerns to a teacher or counselor, who will be responsible for notifying the appropriate District official. Complaints against the building principal shall be filed with the Superintendent. Complaints against the Superintendent or District Administrator shall be filed with the Board.

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

Exhaustion of administrative remedies

A person alleging violation of any form of harassment, intimidation, hazing, or threatening, insulting, or demeaning gesture or physical contact, including any intentional written, verbal, or electronic communication, as stated above, may seek redress under any available law, either civil or criminal, after exhausting all administrative remedies.

Responsibilities

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

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

Consequences

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

Retaliation and Reprisal

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

Cross Reference: 3225 Sexual Harassment
 3225 Sexual Harassment Grievance Procedure
 3225F Harassment Reporting/Intake Form for Students

Legal Reference: § 20-5-207, MCA “Bully-Free Montana Act”
 § 20-5-208, MCA Definition
 § 20-50-209, MCA Bullying of student prohibited

§ 20-5-210, MCA Enforcement – exhaustion of administrative remedies

Title 20, Chapter 1, Part 2, MCA Certain district policies prohibited

10.55.701(2)(f), ARM Board of Trustees

10.55.719, ARM Student Protection Procedures

10.55.801(1)(d), ARM School Climate

Chapter 256 (2023) Discrimination in Education

Policy History:

Adopted on:

Reviewed on:

Revised on:

2
3 **STUDENTS**

4
5 Searches and Seizure

6
7 The goal of search and seizure with respect to students is meeting the educational needs of
8 children and ensuring their security. The objective of any search and/or seizure is not the
9 eradication of crime in the community. Searches may be carried out to recover stolen property,
10 to detect illegal substances or weapons, or to uncover any matter reasonably believed to be a
11 threat to the maintenance of an orderly educational environment. The Board authorizes school
12 authorities to conduct reasonable searches of school property and equipment, as well as of
13 students and their personal effects, to maintain order and security in the schools.

14
15 The search of a student, by authorized school authorities, is reasonable if it is both: (1) justified
16 at its inception, and (2) reasonably related in scope to the circumstances which justified the
17 interference in the first place.

18
19 School authorities are authorized to utilize any reasonable means of conducting searches,
20 including but not limited to the following:

- 21
22 1. A “pat down” of the exterior of the student’s clothing;
23 2. A search of the student’s clothing, including pockets;
24 3. A search of any container or object used by, belonging to, or otherwise in the possession
25 or control of a student; and/or
26 4. Devices or tools identified in school district policy or the student handbook or deemed
27 necessary by the Superintendent or designee.

28
29 The “pat down” or “search” of a student, if conducted, will be conducted by a school official or
30 employee of the same gender as the student being searched.

31
32 School Property and Equipment and Personal Effects of Students

33
34 School authorities may inspect and search school property and equipment owned or controlled
35 by the District (such as lockers, desks, and parking lots).

36
37 The Superintendent may request the assistance of law enforcement officials, including their use
38 of specially trained dogs, to conduct inspections and searches of lockers, desks, parking lots, and
39 other school property and equipment for illegal drugs, weapons, or other illegal or dangerous
40 substances or material.

41
42 Students

43
44 School officials may search any individual student, his/her property, or District property under
45 his/her control, when there is a reasonable suspicion that the search will uncover evidence that
46 he/she is violating the law, Board policy, administrative regulation, or other rules of the District

or the school. Reasonable suspicion shall be based on specific and objective facts that the search will produce evidence related to the alleged violation. The types of student property that may be searched by school officials include but are not limited to lockers, desks, purses, backpacks, student vehicles parked on District property, cellular phones, or other electronic communication devices.

Students may not use, transport, carry, or possess illegal drugs or any weapons in their vehicles on school property. While on school property, vehicles may be inspected at any time by staff, or by contractors employed by the District utilizing trained dogs, for the presence of illegal drugs, drug paraphernalia, or weapons. In the event the school has reason to believe that drugs, drug paraphernalia, or weapons are present, including by alert-trained dogs, the student's vehicle will be searched, and the student expressly consents to such a search.

Also, by parking in the school parking lots, the student consents to having his/her vehicle searched if the school authorities have any other reasonable suspicion to believe that a violation of school rules or policy has occurred.

Seizure of Property

When a search produces evidence that a student has violated or is violating either a law or District policies or rules, such evidence may be seized and impounded by school authorities and disciplinary action may be taken. As appropriate, such evidence may be transferred to law enforcement authorities.

Legal Reference: *Safford Unified School Dist. No. 1 v. Redding*, 557 U.S. 364, 129 S.Ct. 2633 (2009)
 Terry v. Ohio, 392 U.S. 1, 20 (1968)
 B.C. v. Plumas, (9th Cir. 1999) 192 F.3d 1260

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

2
3 **STUDENTS**

3231P

4
5 Searches and Seizure

6
7 The following rules shall apply to any searches and the seizure of any property by school
8 personnel:

- 9
10 1. The Superintendent, principal, and the authorized assistants of either shall be authorized
11 to conduct any searches or to seize property on school premises, as further provided in
12 this procedure.
13
14 2. If the authorized administrator has reasonable suspicion to believe that any locker, car, or
15 other container of any kind on school premises contains any item or substance which
16 constitutes an imminent danger to the health and safety of any person or to the property
17 of any person or the District, the administrator is authorized to conduct a search of any
18 car, locker, or container and to seize any such item or substance of any kind on school
19 premises without notice or consent.
20
21 3. No student shall hinder, obstruct, or prevent any search authorized by this procedure.
22
23 4. Whenever circumstances allow, any search or seizure authorized in this procedure shall
24 be conducted in the presence of at least one (1) adult witness, and a written record of the
25 time, date, and results shall be made by the administrator. A copy shall be forwarded to
26 the Superintendent as soon as possible.
27
28 5. In any instance where an item or substance is found which would appear to be in
29 violation of the law, the circumstance shall be reported promptly to the appropriate law
30 enforcement agency.
31
32

33 Policy History:

34 Adopted on:

35 Reviewed on:

36 Revised on:

2
3 **STUDENTS**

3233

4
5 Student Use of Buildings: Equal Access

6
7 Non-curricular groups of students not previously recognized as curricular student organization
8 under Policy 3510 or 3550 may gather on school premises under the following guidelines
9 without restriction on the basis of the religious, political, philosophical, or other content of the
10 meeting. Students wishing to form curricular groups or organizations recognized by the school
11 administration may do so in accordance with policy 3510 or 3550.

12
13 This policy shall be made available to all interested individuals upon request and posted on the
14 District's website. Parents and families shall be provided information about the nature and
15 purpose of student clubs and groups meeting at the school and methods to consent to
16 participation or opt out of participation consistent with parent/family rights.

17
18 The following guidelines must be met:

- 19
20 1. The meeting is voluntary and student-initiated.
21
22 2. There is no sponsorship of the meeting by the school district, or its agents or employees.
23
24 3. The meeting must occur during non-instructional time on regular school days.
25
26 4. Employees or agents of the school district are present only in a capacity outside of their
27 official duties.
28
29 5. The meeting does not materially and substantially interfere with the orderly conduct of
30 educational activities within the school.
31
32 6. Non-school persons may not direct, conduct, control, or regularly attend activities.

33
34 Although the school assumes no sponsorship of these kinds of meetings, all meetings held on
35 school premises must be scheduled and approved by the principal.

36
37 This policy pertains to student meetings. The school has the authority, through its agent or
38 employees, to maintain order and discipline on school premises and to protect the well-being of
39 students and faculty.

40
41 Cross Reference: Policy 3510 School Sponsored Activities
42 Policy 3222 – Distribution and Posting Materials
43 Policy 4331 – Use of School Property for Posting Notices
44 Policy 2158 – Family Engagement and Involvement in Education
45 Policy 2132- Family Educational and Privacy Rights
46

1 Legal Reference: Section 40-6-701, MCA Fundamental Parental Rights
2 20 U.S.C. 4071 Equal Access Act
3 *Board of Education v. Mergens*, 110 S.Ct. 2356 (1990)
4 Title 20, chapter 3, part 3 – Board of Trustees
5 Chapter 693 (2023) Parental Rights
6
7

8 Policy History:

9 Adopted on:

10 Reviewed on:

11 Revised on:

_____ **School District**

STUDENTS

3235

Video Surveillance

The Board authorizes the use of video cameras on District property to ensure the health, welfare, and safety of all staff, students, and visitors to District property and to safeguard District buildings, grounds, buses, and equipment. The Superintendent will approve appropriate locations for video cameras.

The Superintendent will notify staff and students, through staff and student handbooks or by other means, that video surveillance may occur on District property. A notice will also be posted at the main entrance of all District buildings, and on all buses, indicating the use of video surveillance.

The District may choose to make video recordings a part of a student's educational record or of a staff member's personnel record. The District will comply with all applicable state and federal laws related to record maintenance and retention. The following employees will have access to the system for monitoring, maintenance, and necessary retention:_____. Responsibilities governing access to the system will be outlined in the employee's respective job description.

All surveillance capabilities shall be implemented in accordance with the Montana Pupil Online Personal Information Privacy Act as required by Policy 3650.

OPTION 1: Video recordings will be totally without sound.

OPTION 2: It is the decision of the District that video recordings will include audio. The Superintendent will notify staff and students through staff and student handbooks or by other means that video surveillance, with audio, may occur on District property. A notice will also be posted at the main entrance of all District buildings, and on all buses, in which video/audio surveillance may occur.

OPTION 3: If video cameras or surveillance equipment utilized in the District includes facial recognition technology, all signs and methods of notification shall include a provision regarding the use of such technology.

Cross Reference: 3600 Student Records
 3650 MPOIPA

Policy History:

Adopted on:

Reviewed on:

Revised on:

STUDENTS

3300

page 1 of 3

Suspension and Expulsion - Corrective Actions and Punishment

The Board recognizes that every student is entitled to due process rights that are provided by law.

Suspension

- “Suspension” means the exclusion of a student from attending individual classes or school and participating in school activities for an initial period not exceed ten (10) school days. An administrator may order suspension of a student.

The procedure set forth below will be followed when a proposed punishment of a student is to include denial of the right of school attendance from any single class or from a full schedule of classes for at least one (1) day.

Before any suspension is ordered, a building administrator will meet with a student to explain charges of misconduct, and the student will be given an opportunity to respond to the charges.

When a student’s presence poses a continuing danger to persons or property or poses an ongoing threat of disruption to the educational process, a pre-suspension conference will not be required, and an administrator may suspend a student immediately. In such cases, a building administrator will provide notice of and schedule a conference as soon as practicable following the suspension.

A building administrator will report any suspension immediately to a student’s parent or legal guardian. An administrator will provide a written report of suspension that states reasons for a suspension, including any school rule that was violated, and a notice to a parent or guardian of the right to a review of a suspension. An administrator will send a copy of the report and notice to the Superintendent.

The Superintendent will conduct a review of any suspension on request of a parent or legal guardian. A student and parent or legal guardian may meet with the Superintendent to discuss suspension. After the meeting and after concluding a review, the Superintendent will take such final action as appropriate.

Upon a finding by a school administrator that the immediate return to school by a student would be detrimental to the health, welfare, or safety of others or would be disruptive of the educational process, a student may be suspended for one (1) additional period not to exceed ten (10) school days, if the student is granted an informal hearing with the school administrator prior to the additional suspension, and if the decision to impose the additional suspension does not violate the Individuals with Disabilities Education Act (IDEA) or Rehabilitation Act.

Students who are suspended from any class or from school entirely have the right to make up any work missed according to the student handbook.

Expulsion

- “Expulsion” is any removal of a student for more than twenty (20) school days without the provision of educational services. Expulsion is a disciplinary action available only to the Board.

The Board, and only the Board, may expel a student from school and may do so only after following due process procedures set forth below.

The Board will provide written notice to a student and parent or legal guardian of a hearing to consider a recommendation for expulsion, which will be sent by registered or certified mail at least five (5) school days before the date of the scheduled hearing. The notice will include time and place of hearing, information describing the process to be used to conduct the hearing, and notice that the Board intends to conduct the hearing in closed session unless a parent or legal guardian waives the student's right to privacy.

Within the limitation that a hearing must be conducted during a period of student suspension, a hearing to consider expulsion may be rescheduled when a parent or legal guardian submits a request showing good cause to the Superintendent at least two (2) school days before a hearing date as originally scheduled. The Superintendent will determine if a request shows good cause to reschedule a hearing.

The student has the right to be present for the duration of the hearing. At hearing the student may be represented by counsel and ask questions, present perspectives, and provide witnesses or documentation. The Board is not bound by formal rules of evidence in conducting the hearing.

Each school shall maintain a record of any disciplinary action that is educationally related, with explanation, taken against the student. When the Board of Trustees takes disciplinary action against a student, the Board must keep a written record of the action taken, with detailed explanation, even if the disciplinary action is decided during a closed session. A disciplinary action that is educationally related is an action that results in the expulsion or out-of-school suspension of the student. This record must be maintained/destroyed consistent with Montana Local Government Records Schedule 7, and is subject to transfer to a local educational agency, accredited school, or nonpublic school pursuant to 20-1-213, MCA.

Procedures for Suspension and Expulsion of Students With Disabilities

The District will comply with provisions of the Individuals with Disabilities Education Act (IDEA) and Rehabilitation Act when disciplining students. The Board will not expel any special education student when the student's particular act of gross disobedience or misconduct is a manifestation of the student's disability. The Board may expel pursuant to its expulsion procedures any special education student whose gross disobedience or misconduct is not a manifestation of the student's disability. A disabled student will continue to receive education services as provided in the IDEA or Rehabilitation Act during a period of expulsion.

A building administrator may suspend a child with a disability from the child's current placement for not more than ten (10) consecutive school days for any violation of school rules, and additional removals of not more than ten (10) consecutive school days in that same school year for separate incidents of misconduct, as long as those removals do not constitute a change of placement under 34 CFR 300.519(b), whether or not a student's gross disobedience or misconduct is a manifestation of a student's disabling condition. Any special education student who has exceeded or who will exceed ten (10) days of suspension may temporarily be excluded from school by court order or by order of a hearing officer, if the District demonstrates that maintaining the student in the student's current placement is substantially likely to result in injury to the student or to others. After a child with a disability has been removed from his or her placement for more than ten (10) school days in the same school year, during any subsequent days of removal the public agency must provide services to the extent required under 34 CFR 300.121(d).

An administrator may remove from current placement any special education student who has carried a weapon to school or to a school function or who knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school or a school function or inflicts serious bodily injury on another person while at school on school premises, or at a school function under the jurisdiction. A serious bodily injury is one that involves a substantial risk of death; extreme physical pain; protracted and obvious disfigurement; or protracted loss or impairment of the function of a bodily member, organ or faculty. The District will place such student in an appropriate interim alternative educational setting for no more than forty-five (45) school days in accordance with the IDEA or Rehabilitation Act.

Legal Reference:	20 U.S.C. 1400, et seq.	Individuals with Disabilities Education Act
	34 CFR 300.519-521	Procedural Safeguards
	§ 20-1-213, MCA	Transfer of School Records
	§ 20-4-302, MCA	Discipline and punishment of pupils –definition of corporal punishment – penalty – defense
	§ 20-4-402, MCA	Duties of district superintendent or county high school principal
	§ 20-5-105, MCA	Attendance officer – powers and duties
	§ 20-5-106, MCA	Truancy
	§ 20-5-201, MCA	Duties and sanctions
	§ 20-5-202, MCA	Suspension and expulsion
	ARM 10.16.3346	Aversive Treatment Procedures
	ARM 10.55.910	Student Discipline Records
	<i>Goss v. Lopez</i> , 419 US 565 (1975)	
	Section 504 IDEA	

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

2
3 **STUDENTS**

3305

4
5 Use of Restraint, Seclusion, and Aversive Techniques for Students

6
7 Conduct of Employees Directed Toward Students

8
9 The use by appropriately trained District personnel towards or directed at any student of any
10 form of restraint or seclusion as defined in this policy, is prohibited except in circumstances
11 where proportional restraint or seclusion of a student is necessary when a student's conduct
12 creates a reasonable belief in the perspective of a District employee, that the conduct of the
13 student has placed the student, the employee, or any other individual in imminent danger of
14 serious bodily harm.

15
16 The employee or any employee who is a witness to this event shall immediately seek out the
17 assistance of the school's administration or, if such administrator is not available, a certified or
18 classified employee with special training in seclusion and restraint, if available. Upon the arrival
19 of such individual, the administrator or if no administrator is available, the most senior trained
20 individual on seclusion or restraint shall take control over the situation. The most senior trained
21 individual shall direct another available staff member to notify the student's parent or guardian
22 of the situation consistent with Policy 3431.

23
24 Seclusion or restraint of a student shall immediately be terminated when it is decided that the
25 student is no longer an immediate danger to him or herself or to any other third person or if it is
26 determined that the student is exhibiting extreme distress or at such time that appropriate
27 administrative personnel have taken custody of the child or upon such time that the parent/legal
28 guardian of the child has retaken custody of the child.

29
30 Regardless of employee training status, no District personnel shall use any form of aversive
31 technique or corporal punishment against any student. All seclusion will be in compliance with a
32 student's IEP or Section 504 Plan.

33
34 If a situation occurs where a properly trained District employee must use acts of restraint or
35 seclusion against a school student, the following shall occur:

- 36
37 1. The employee shall immediately report to their building principal, in writing, the
38 following information:
39 A. The date the event occurred;
40 B. The circumstances leading to the event;
41 C. The student involved; and
42 D. Other witnesses or participants to the event.
43
44 2. The building principal shall notify the Superintendent's office of the event, providing the
45 Superintendent's office with a copy of the report of events.
46

3. The building principal shall ascertain if any of the school's video equipment captured the event on a recording. If such event was captured on recording, the principal shall take all best efforts to maintain a copy of the recording and provide such to the Superintendent's Office for the Superintendent's official records of the event.
4. The Superintendent or designee shall ascertain the special needs status of the student involved in the seclusion or restraint and shall ascertain and maintain documentation as to whether or not such events were consistent with or contraindicated due to the student's psychiatric, medical, or physical condition(s). Parental consent is required prior to any psychiatric, medical, or physical examination or services.
5. The Superintendent or designee of the Superintendent shall notify the parent or legal guardian of the subject student of the situation and the event of restraint or seclusion via telephone and provide the parent/legal guardian with the name and telephone contact information of the building principal where the parent may obtain additional information regarding the event.
6. The Superintendent or designee of the Superintendent shall provide the parent/legal guardian of the student with written notice of the event of restraint or seclusion of their student.
7. The Superintendent's office shall maintain documentation as to events of restraint and seclusion and shall prepare any and all necessary reports to legal entities upon whom such reports are or may become due pursuant to State and federal regulations.

Training of School Personnel

As part of the training and preparation of each certified administrator, certified teacher, and in-building classified employee of the District, the following shall occur:

1. Training to personnel as to proper situations and events leading to student seclusion and intervention, including possible preventative alternatives to seclusion and restraint, safe physical escort, de-escalation of student crisis situations, and positive behavioral intervention techniques and supports;
2. Training of personnel in crisis/conflict management and emergency situations which may occur in the school setting, including examples and demonstrations of proper activities and techniques and trainers observing employee use of proper activities and techniques in the training setting;
3. Techniques to utilize to limit the possibility of injury to the student, the employee and any other third party in the area;
4. Information as to the school's student seclusion areas in each respective school building to which the employee is assigned; and

1 5. Provision of the employee with a copy of this policy.

2
3 Employees authorized to engage in seclusion and restraint will also be trained in CPR and basic
4 first aid.

5
6 It is a goal that all new employees are trained in the area of student restraint and seclusion during
7 their first week of employment. However, this may not be possible due to realities of the
8 operation of a school district. If an employee has not yet undergone training and a situation
9 necessitating student restraint or seclusion occurs, and another properly trained employee of the
10 District is present at the event, the properly trained employee shall take the lead in addressing the
11 student crisis.

12 13 Designated Locations

14
15 Each school building for which students are present must have a building designated location for
16 student seclusion. It is the responsibility of the building's principal, or designee of the principal,
17 to assure that the building's designated seclusion location is a safe and clean location and that
18 such location has appropriate supervision when any student has been placed into seclusion
19 pursuant to this policy. All seclusion will be in compliance with a student's IEP or Section 504
20 Plan. Appropriate supervision shall include an adult in the seclusion location which has
21 continuous visual observation of the secluded student.

22 23 Definitions

24
25 For the purposes of this policy, the following definitions shall apply:

26
27 **Restraint:** The immobilization or reduction of a student's freedom of movement for the purpose
28 of preventing harm to students or others through chemical, manual method, physical, or
29 mechanical device, material, or equipment.

30
31 **Seclusion:** Involuntary confinement in a room or other space during which a student is prevented
32 from leaving or reasonably believes that the he or she can leave or be prevented from leaving
33 through manually, mechanically, or electronically locked doors that, when closed, cannot be
34 opened from the inside; blocking or other physical interference by staff; or coercive measures,
35 such as the threat of restraint, sanctions, or the loss of privileges that the student would otherwise
36 have, used for the purpose of keeping the student from leaving the area of seclusion.

37
38 **Aversive Technique:** Physical, emotional, or mental distress as a method of redirecting or
39 controlling behavior including by not limited to corporal punishment.

40
41 Cross Reference: Policy 2158 Parental and Family Engagement
42 Policy 3431 Emergency Treatment
43 Policy 3310P Risk Assessments
44 Policy 3410 Student Health

45
46 Legal Reference: 37.111.825 ARM Health Supervision and Maintenance
47 § 40-6-701, MCA Parental Rights

1	§ 20-3-324(20), MCA	Powers and duties
2	20 U.S.C. 1232h(b)	General Provisions Concerning Education
3		
4		

5 Policy History:

6 Adopted on:

7 Revised on:

8 Reviewed on:

STUDENTS

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page 1 of 3

Student Discipline

The Board grants authority to a teacher or principal to hold a student to strict accountability for disorderly conduct in a school building, on property owned or leased by a school district, on a school bus, on the way to or from school, or during intermission or recess.

Disciplinary action may be taken against any student guilty of gross disobedience or misconduct, including but not limited to instances set forth below:

- Using, possessing, distributing, purchasing, or selling tobacco products, and alternative nicotine and vapor products as defined in 16-11-302, MCA.
- Using, possessing, distributing, purchasing, or selling alcoholic beverages, including powdered alcohol. Students who may be under the influence of alcohol will not be permitted to attend school functions and will be treated as though they had alcohol in their possession.
- Using, possessing, distributing, purchasing, or selling drug paraphernalia, illegal drugs, marijuana, controlled substances, or any substance which is represented to be or looks like a narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcoholic beverage, stimulant, depressant, or intoxicant of any kind, including such substances that contain chemicals which produce the same effect of illegal substances including but not limited to Spice and K2. Students who may be under the influence of such substances will not be permitted to attend school functions and will be treated as though they had drugs in their possession.
- Using, possessing, controlling, or transferring a firearm or other weapon in violation of Policy 3311.
- Using, possessing, controlling, or transferring any object that reasonably could be considered or used as a weapon as referred to in Policy 3311.
- Disobeying directives from staff members or school officials or disobeying rules, violating state or federal law, or not honoring regulations governing student conduct.
- Using violence, force, noise, coercion, threats, intimidation, fear, or other comparable conduct toward anyone or urging other students to engage in such conduct unless such force is determined, following investigation, to be for self-defense or defense of others as defined by law.
- Causing or attempting to cause damage to, or stealing or attempting to steal, school property or another person's property.
- Engaging in any activity that constitutes an interference with school purposes or an educational function or any other disruptive activity.
- Unexcused absenteeism. Truancy statutes and Board policy will be utilized for chronic and habitual truants.
- Intimidation, harassment, sexual harassment, sexual misconduct, hazing or bullying; or retaliation against any person who alleged misconduct under Policy 3225 or 3226 or participated in an investigation into alleged misconduct under Policy 3225 or 3226.

- 1 • Defaces or damages any school building, school grounds, furniture, equipment, or book
- 2 belonging to the district.
- 3 • Forging any signature or making any false entry or attempting to authorize any document
- 4 used or intended to be used in connection with the operation of a school.
- 5 • Records or causes to be recorded a conversation by use of a hidden electronic or
- 6 mechanical device which may include any combination of audio or video that reproduces
- 7 a human conversation without the knowledge of all parties to the conversation.
- 8 • Engaging in academic misconduct which may include but is not limited to: cheating,
- 9 unauthorized sharing of exam responses or graded assignment work; plagiarism,
- 10 accessing websites or electronic resources without authorization to complete assigned
- 11 coursework, and any other act designed to give unfair academic advantage to the student.
- 12

13 These grounds stated above for disciplinary action apply whenever a student's conduct is
14 reasonably related to school or school activities, including but not limited to the circumstances
15 set forth below:

- 16
- 17 • On school grounds before, during, or after school hours or at any other time when school
- 18 is being used by a school group.
- 19 • Off school grounds at a school-sponsored activity or event or any activity or event that
- 20 bears a reasonable relationship to school.
- 21 • Travel to and from school or a school activity, function, or event.
- 22 • Anywhere conduct may reasonably be considered to be a threat or an attempted
- 23 intimidation of bullying of a staff member or student, or an interference with school
- 24 purposes or an educational function.
- 25

26 Disciplinary Measures

27
28 Disciplinary measures include but are not limited to:

- 29 • Expulsion
- 30 • Suspension
- 31 • Detention, including Saturday school
- 32 • Clean-up duty
- 33 • Loss of student privileges
- 34 • Loss of bus privileges
- 35 • Notification to juvenile authorities and/or police
- 36 • Restitution for damages to school property
- 37

38 No District employee or person engaged by the District may inflict or cause to be inflicted
39 corporal punishment on a student. Corporal punishment does not include reasonable force
40 District personnel are permitted to use as needed to maintain safety for other students, school
41 personnel, or other persons or for the purpose of self-defense.

42 Non-Disciplinary Measures

43
44
45 The Superintendent or designee is authorized to assign a student to non-disciplinary offsite

instruction pending the results of an investigation or for reasons related to the safety or well-being of students and staff. During the period of non-disciplinary offsite instruction, the student will be permitted to complete all assigned schoolwork for full credit. The assignment of non-disciplinary offsite instruction does not preclude the Superintendent or designee from disciplining a student who has, after investigation, been found to have violated a School District policy, rule, or handbook provision.

Delegation of Authority

The Board grants authority to any teacher and to any other school personnel to impose on students under their charge any disciplinary measure, other than suspension or expulsion, corporal punishment, or in-school suspension, that is appropriate and in accordance with policies and rules on student discipline. The Board authorizes teachers to remove students from classrooms for disruptive behavior.

Cross Reference: 3300 Suspension and Expulsion
 3225 Sexual Harassment of Students
 3226 Bullying, Harassment
 5015 Bullying, Harassment

Legal Reference:	§ 16-11-302(1)(7), MCA	Definitions
	§ 20-4-302, MCA	Discipline and punishment of pupils – definition of corporal punishment – penalty – defense
	§ 20-5-202, MCA	Suspension and expulsion
	§ 45-8-361, MCA	Possession or allowing possession of weapon in school building – exceptions – penalties – seizure and forfeiture or return authorized – definitions
	§ 45-5-637, MCA	Possession or consumption of tobacco products, alternative nicotine products, or vapor products by persons under 18 years of age is prohibited – unlawful attempt to purchase - penalties
	29 U.S.C. § 701	Rehabilitation Act of 1973
	§ 45-8-213, MCA	Privacy in communications
	Title 16, Chapter 12 MCA	Montana Marijuana Regulation and Taxation
	Title 20, Chapter 1, Part 2, MCA	Certain district policies prohibited
	Chapter 256 (2023)	Discrimination in Education
	Chapter 266 (2023)	Self-defense in schools

Policy History:

Adopted on:

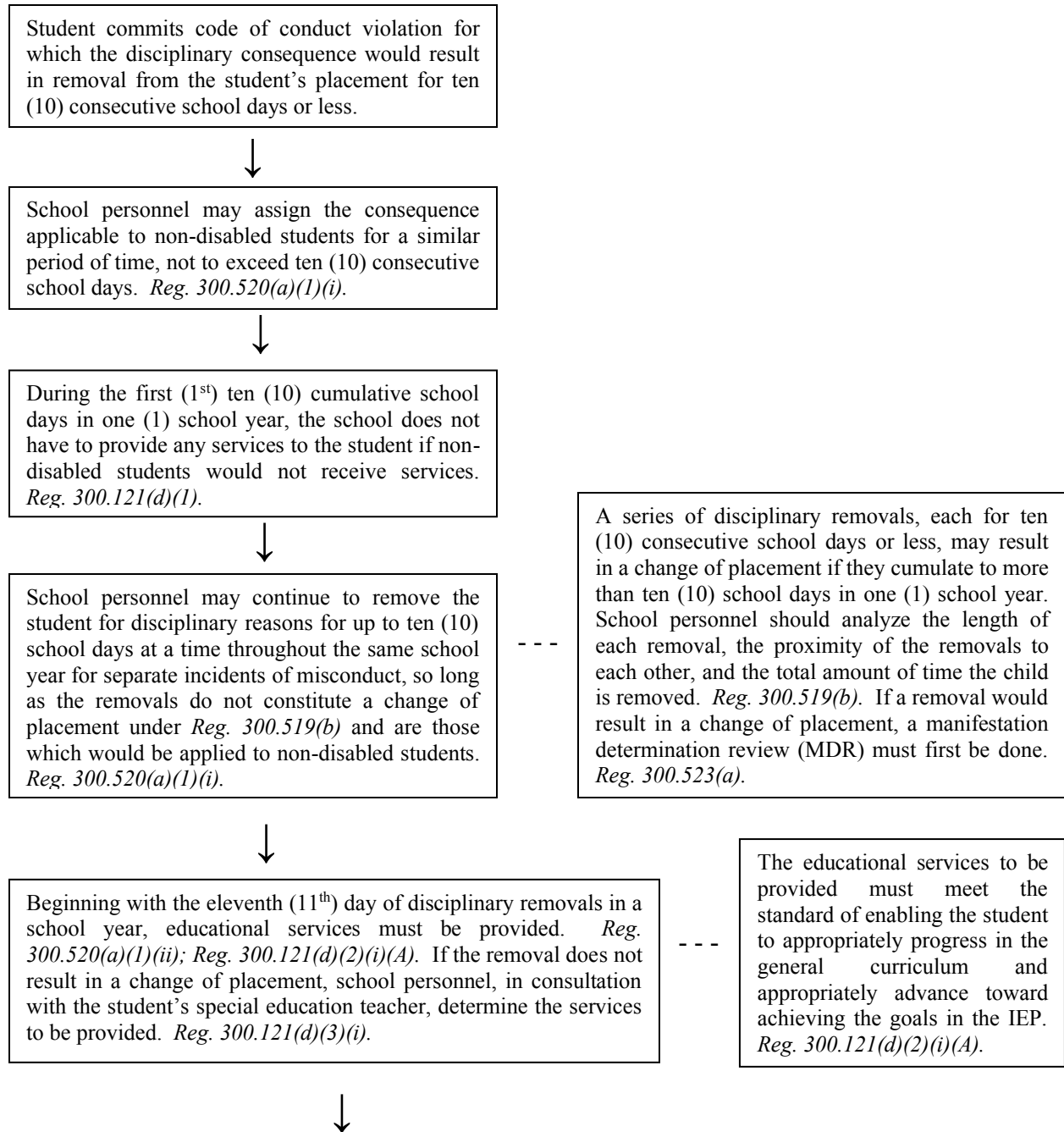
Reviewed on:

Revised on:

STUDENTS

Discipline of Students With Disabilities

**Code of Conduct Violations by Students With Disabilities, Resulting
in Disciplinary Consequences of Ten (10) School Days or Less**



Beginning with the eleventh (11th) day of disciplinary removals in a school year, the IEP Team must address behavioral issues. If the removal does not result in a change of placement, the IEP Team must meet within ten (10) business days of first removing the student for more than ten (10) school days in a school year, to develop a plan to conduct a functional behavioral assessment, if one was not conducted before the behavior that resulted in the removal. *Reg. 300.520(b)(1)(i).*



After the functional behavioral assessment is completed, the IEP Team meets as soon as practicable to develop a behavioral intervention plan to address the behavior and implement the plan. *Reg. 300.520(b)(2).*



If the student is assigned subsequent disciplinary removals in a school year for ten (10) days or less that do not result in a change of placement, the IEP Team members (including the parent) informally review the behavior intervention plan and its implementation to determine if modifications are necessary. *Reg. 300.520(c)(2).*



If one or more team members believe modifications are needed, the IEP Team must meet to modify the plan and its implementation to the extent the IEP Team deems necessary. *Reg. 300.520(c)(2).*

If the student's IEP already includes a behavior intervention plan, within ten (10) business days of first removing the student for more than ten (10) school days in a school year, the IEP Team must meet to review the behavior intervention plan and its implementation, and modify the plan and its implementation as necessary to address the behavior. *Reg. 300.520(b)(1)(ii).*



Code of Conduct Violations by Students With Disabilities for Which Recommended Disciplinary Consequences Would Result in Change of Placement for More Than Ten (10) School Days (Excluding Drug and Weapon Offenses)

Student violates code of conduct, and the recommended disciplinary consequence would result in a removal from the current educational placement for more than ten (10) consecutive school days (alternate placement, expulsion). This constitutes a change of placement. *Reg. 300.519(a).*



The recommended disciplinary consequence may be for a removal from the current educational placement for less than ten (10) consecutive school days, but may constitute a change of placement because the student has already been removed for disciplinary reasons for ten (10) or more school days in the current school year, and the length of each removal, their proximity to each other, and the total amount of time the student has been removed result in a change of placement. *Reg. 300.519(b).*

School personnel may remove from current educational placement for ten (10) school days or less (*Reg. 300.520(a)(1)(i)*) and recommend further discipline according to the code of conduct. (The ten-(10)-day-or-less alternative must be one equally applicable to non-disabled. See pp. 1-2 for educational services to be provided during a short removal.) If a criminal act has been committed, charges may be filed, and law enforcement authorities to whom the crime was reported must be provided special education and disciplinary records to the extent disclosure is permitted by FERPA. *Sec. 1415(k)(9). Reg. 300.529.*



At the time the decision is made to take this action, school personnel must notify parent of decision and provide procedural safeguards notice in *Reg. 300.504. Sec. 1415(k)(4)(A)(i); Reg. 300.523(a)(1).*



Within ten (10) business days, IEP Team and other qualified personnel must meet and review relationship between disability and the behavior subject to disciplinary action (manifestation determination review – MDR). *Sec. 1415(k)(4)(A); Reg. 300.523(a)(2), (b).* If there has been no previous functional behavioral assessment and creation of a behavior intervention plan, the IEP Team must develop an assessment plan. *Reg. 300.520(b)(1)(i).* As soon as practicable after the assessment, the IEP Team must meet again to develop and implement the behavior intervention plan. *Reg. 300.520(b)(2).* If the IEP contains a behavior intervention plan, the IEP Team reviews the plan and its implementation and modifies them as necessary to address the behavior. *Reg. 300.520(b)(1)(ii).*



For the MDR, the IEP Team must look at all information relevant to the behavior subject to discipline, such as evaluation and diagnostic results, including such results and other relevant information from the parent, observation of the student, and the student's IEP and placement. The misbehavior is not a manifestation of the disability, if the IEP Team finds that in relationship to the misbehavior subject to discipline:

- The IEP and placement were appropriate;
 - Consistent with the content of the student's IEP and placement, special education services, supplementary aids, and behavior intervention strategies were actually provided;
 - The disability did not impair the ability of the student to understand the impact and consequences of the misbehavior; and
 - The disability did not impair the ability of the student to control the misbehavior.
- Sec. 1415(k)(4)(C); Reg. 300.523(c).*



If the IEP Team determines any of the standards were not met, the misbehavior was a manifestation of the disability, and no punishment may be assessed. *Reg. 300.523(d).* If IEP Team identified deficiencies in IEP, placement, or implementation, it must take immediate steps to remedy. *Reg. 300.523(f).*



If the IEP Team determines the misbehavior was not a manifestation of the disability, regular disciplinary consequences may be applied to the student, except that the student must continue to be provided a free appropriate public education. *Sec. 1415(k)(5)(A); Sec. 1412(a)(1)(A); Reg. 300.121(a); Reg. 300.524(a).* The campus must ensure that special education and disciplinary records are transmitted for consideration by the school district person making the final determination regarding the disciplinary action. *Sec. 1415(k)(5)(B); Reg. 300.524(b).*

- - -

Parent may appeal a finding that the misbehavior was not a manifestation of the disability. The hearing is expedited before a special education hearing officer, who applies the same standards as the IEP Team. *Sec. 1415(k)(6); Reg. 300.525(a), (b).*

Parent may appeal decision to place student in forty-five-(45)-day interim placement. The hearing is expedited before a special education hearing officer, who applies the standards regarding a dangerous student in *Reg. 300.521. Sec. 1415(k)(6)(B)(ii); Reg. 300.525(b)(2).*

When a parent requests a hearing in a drug or weapon case to challenge the interim alternative placement or the manifestation determination, student remains in interim placement until decision of hearing officer or forty-five (45) days expires, whichever comes first, unless the parent and school agree otherwise. *Reg. 300.526(a).* Then student returns to current placement (defined as placement prior to interim alternative educational setting). School can ask for expedited hearing before special education hearing officer to prevent this return, if the student is substantially likely to injure self or others. *Reg. 300.526(b), (c).* The hearing officer applies the standards in *Reg. 300.121. Reg. 300.526(c).* Hearing officer can order another placement for up to forty-five (45) days. *Reg. 300.526(c)(3).* This procedure may be repeated as necessary. *Sec. 1415(k)(7); Reg. 300.526(c)(4).*

- - -

The standard the educational services must meet is to enable the child to appropriately progress in the general curriculum and appropriately advance toward achieving the goals in the IEP. *Reg. 300.121(d)(2)(i)(B); Reg. 300.524(a).* The IEP Team must determine what services are necessary to meet this standard. *Reg. 300.121(d)(3)(ii).*

Drug and Weapon Offenses by Students With Disabilities

Student carries weapon to school, or possesses, uses, sells, or solicits sale of illegal or controlled substance on school property or at a school function.



Illegal drug – controlled substance. Excludes legally used and possessed prescription drugs. *Sec. 1415(k)(10)(B); Reg. 300.520(d)(2).*

Controlled substance – drug or substance in 21 U.S.C. § 812(c), Schedules I-V. *Sec. 1415(k)(10)(A); Reg. 300.520(d)(1).*

Weapon – A firearm and more. Something used for or readily capable of causing death or serious bodily injury. Excludes pocket knife with blade of 2½ inches or less. *Sec. 1415(k)(10)(D); Reg. 300.520(d)(3).*

School personnel may remove from current educational placement for ten (10) school days or less, and recommend further discipline according to the code of conduct. *Sec. 1415(k)(1)(A)(i); Reg. 300.520(a)(1)(i)*. (The ten-(10)-day-or-less alternative must be one equally applicable to non-disabled students. See pp. 1-2 for education services to be provided during a short removal.) If a criminal act has been committed, charges may be filed, and special education and disciplinary records will be transmitted to law enforcement authorities to whom the crime was reported, to the extent disclosure is permitted by FERPA. *Sec. 1415(k)(9); Reg. 300.529*.



At time decision is made to take this disciplinary action, school personnel must notify parent of decision and provide procedural safeguards notice in *Reg. 300.504*. *Sec. 1415(k)(4)(A)(i); Reg. 300.523(a)(1)*.



Within ten (10) business days, IEP Team must meet and may extend the removal by placing student in appropriate interim alternative educational setting applicable to non-disabled student for same amount of time non-disabled student would be assigned, but not more than forty-five (45) calendar days. *Sec. 1415(k)(1)(A)(ii) and (3)(A); Reg. 300.520(a)(2); Reg. 300.522(a)*. IEP Team must review the behavior intervention plan, if one exists, and its implementation and modify, as necessary, to address behavior. *Reg. 300.520(b)(1)(ii)*. If there has been no previous functional behavioral assessment and creation of behavior intervention plan, IEP Team must develop assessment plan. *Sec. 1415(k)(1)(B); Reg. 300.520(b)(1)(i)*. As soon as practicable after the assessment, the IEP Team must meet again to develop and implement the behavior intervention plan. *Reg. 300.520(b)(2)*. The IEP Team and other qualified personnel must review the relationship between disability and the behavior subject to disciplinary action (manifestation determination review-MDR). *Sec. 1415(k)(4)(A); Reg. 300.523(a)(2)(b)*.



The forty-five-(45)-day alternative interim placement must:

- Enable student to progress in general curriculum, although in another setting;
- Enable student to continue to receive those services and modifications, including those described in the student's IEP, that will enable the student to meet the goals set out in that IEP; and
- Include services and modifications designed to address the drug or weapon offense so that it does not recur. *Sec. 1415(k)(3)(B); Reg. 300.522; Reg. 300.121(d)(2)(ii)*.

Comments to regulations: Students may be subject to multiple forty - five - (45) - day interim placements for separate drug and weapon offenses. The forty - five - (45) - day interim placement may be completed even if drug or weapon offense was manifestation of disability. If misbehavior was not a manifestation of disability, regular disciplinary consequence can be applied in addition to forty - five - (45) - day interim placement.

- - -

For the MDR, the IEP Team must look at all information relevant to the behavior subject to discipline, such as evaluation and diagnostic results, including such results and other relevant information from the parent, observation of the student, and the student's IEP and placement. The misbehavior is not a manifestation of the disability if the IEP Team finds that, in relationship to the misbehavior subject to discipline:

- The IEP and placement were appropriate;
- Consistent with the content of the student's IEP and placement, special education services, supplementary aids and services, and behavior intervention strategies were actually provided;
- The disability did not impair the ability of student to understand the impact and consequences of the misbehavior; and
- The disability did not impair the ability of the student to control the misbehavior.

Sec. 1415(k)(4)(C); Reg. 300.523(c).



If the IEP Team determines any of the standards were not met, the misbehavior was a manifestation of the disability, and no punishment may be assessed. *Reg. 300.523(d)*. If IEP Team identifies deficiencies in IEP, placement, or implementation, it must take immediate steps to remedy. *Reg. 300.523(f)*.

- or -

If the IEP Team determines the misbehavior was not a manifestation of the disability, regular disciplinary consequences may be applied to the student, except that the student must continue to be provided a free appropriate public education. *Sec. 1415(k)(5)(A); Sec. 1412(a)(1)(A). Reg. 300.121(a). Reg. 300.524(a)*. The campus must ensure that special education and disciplinary record are transmitted for consideration by the school district person making the final determination regarding the disciplinary action. *Sec. 1415(k)(5)(B); Reg. 300.524(b)*.

Parent may appeal a finding that the misbehavior was not a manifestation of the disability. The hearing is expedited before a special education hearing officer, who applies the same standards as the IEP Team. *Sec. 1415(i)(6); Reg. 300.525(a), (b)*.

If IEP Team finds no manifestation and changes placement to comply with the disciplinary recommendation, parent may appeal the placement decision. The hearing is expedited before a special education hearing officer. *Sec. 1415(k)(6)(A); Reg. 300.525(a)(2)*.

During appeals, stay put applies. *Reg. 300.524(c)*. If child is substantially likely to injure self or others in the current placement, the school can request an expedited hearing and request the hearing officer to remove to an interim alternative educational placement for up to forty-five (45) days. Standards to be met are those in *Sec. 1415(k)(2)* and *Reg. 300.521*.

The standard the education services must meet is to enable the child to appropriately progress in the general curriculum and appropriately advance toward achieving the goals in the IEP. *Reg. 300.121(d)(2)(i)(B); Reg. 300.524(a)*. The IEP Team must determine what services are necessary to meet this standard. *Reg. 300.121(d)(3)(ii)*.

Students Dangerous to Self or Others

IDEA discipline procedures are followed for a non-drug or weapon offense, the penalty for which would result in expulsion or removal from the student's placement for more than ten (10) school days.

IEP Team meets, determines no manifestation and recommends discipline proceed. Parent disagrees and requests a due-process hearing. Stay put applies, and child stays in the current placement, unless school acts to change the placement. *Reg. 300.524.*



School requests hearing officer to change the placement during the pendency of the hearing because of the likelihood of injury to self or others. *Sec. 1415(k)(2); Reg. 300.521.*



Hearing officer holds expedited hearing to consider request. School has burden of proof to show by more than a preponderance of the evidence that maintaining the child in the current placement is substantially likely to result in injury to self or others. *Sec. 1415(k)(2)(A), (10)(D); Reg. 300.521(a).* Hearing officer must also:

- Consider the appropriateness of the current placement.
- Consider whether the school has made reasonable effort to minimize the risk of harm in the current placement, including the use of supplemental aids and services.
- Determine that the interim alternative setting proposed by the school personnel, in consultation with special education teacher:
 - Enables the student to participate in the general curriculum, although in another setting;
 - Enables the student to continue to receive those services and modifications, including those described in the student's current IEP, that will enable the student to meet the goals set out in the IEP; and
 - Include services and modification designed to address the behavior so that it does not recur.

Sec. 1415(k)(2); Reg. 300.521(b), (c), (d); Reg. 300.522(b); Reg. 300.121(d)(2)(ii)(B).

If parent appeals forty-five-(45)-day interim alternative placement by IEP Team in drug or weapon case, hearing officer applies these standards in expedited hearing. *Sec. 1415(k)(6)(B)(ii); Reg. 300.525(b)(2).*

- - -



If all requirements are met, hearing officer may order a change of placement to the interim alternative educational setting for up to forty-five (45) days. *Sec. 1415(k)(2); Reg. 300.521.*



Student returns to his or her current placement (the placement prior to the interim alternative educational setting) at end of forty-five (45) days, if no decision has been issued by hearing officer in pending due-process hearing. If school believes it would be dangerous for student to return to current placement while hearing is still pending, school may request another expedited hearing to again place student in forty-five-(45)-day interim placement while hearing continues to be pending. *Reg. 300.526(b), (c)(4)*. Hearing officer holds same type of hearing initially held when hearing officer ordered first forty-five-(45)-day interim placement. *Sec. 1415(k)(7); Reg. 300.526*. Any subsequent forty-five-(45)-day interim setting must meet the standards in *Reg. 300.522*.

Policy History:

Adopted on:

Reviewed on:

Revised on:

STUDENTS

Student Risk Assessments

The District may establish a risk assessment team for students whose behavior may pose a risk to the safety of school staff or students.

Each team shall:

1. Provide guidance to students, faculty, and staff regarding recognition of threatening or aberrant behavior that may represent a risk to the community, school, or self;
2. Include persons with expertise in counseling, instruction, school administration, and law enforcement.
3. Identify members of the school community who should be informed of behavior;
4. Implement school board policies for the assessment of and intervention with students whose behavior poses a risk to the safety of school staff or students including response plans; and
5. Utilize available forms and procedures.

All District employees, volunteers, and contractors are required to report any expressed risks or behavior that may represent a risk to the community, school, or self. In cases determined to be appropriate, teams shall follow established procedures for referrals to community services, boards, or health care providers for evaluation or treatment when appropriate.

Upon a preliminary determination that a student poses a risk of violence or physical harm to self or others, a risk assessment team shall immediately report its determination to the superintendent or designee. The superintendent or designee shall immediately attempt to notify the student's parent or legal guardian to secure consent prior to completion of an assessment. Nothing in this policy shall prevent a District employee from acting immediately to address an imminent risk.

The superintendent may establish a committee charged with oversight of the risk assessment teams. An existing committee may be designated to assume the oversight responsibility; however, any such team shall include individuals with expertise in human resources, education, school administration, mental health, and law enforcement.

Regardless of risk assessment activities, disciplinary action and referral to law enforcement are to occur as required by school board policy and Montana law. The District may, in accordance with the provisions in Policy 3600P, release student records or information in connection with an emergency, without parental consent, if the knowledge of such information is necessary to protect the health or safety of the student or other persons.

Cross Reference:	Policy 2158	Parental and Family Engagement
	Policy 3305	Seclusion and Restraint
	Policy 3431	Emergency Treatment
	Policy 3410	Student Health

1
2 Legal Reference: 37.111.825 ARM Health Supervision and Maintenance
3 § 40-6-701, MCA Parental Rights
4 § 20-3-324(20), MCA Powers and duties
5 20 U.S.C. 1232h(b) General Provisions Concerning Education
6
7

8 Policy History:

9 Adopted on:

10 Revised on:

11 Reviewed on:

1 _____ **School District**

2
3 **STUDENTS**

3310P

4
5 Academic Honesty and Responsible Use of Resources

6
7 The Board of Trustees believes that academic honesty and personal integrity are fundamental
8 components of a student's education and character development. The Board expects that students
9 will not engage in acts of academic dishonesty.

10
11 Academic dishonesty is defined as a breach of standards of academic integrity may include but is
12 not limited to plagiarism, collusion, falsifying academic records, and any other act designed to
13 give unfair academic advantage to the student. Such a breach of standards may also include any
14 attempt to deceive or mislead a teacher in arriving at an honest evaluation of learning. This
15 includes aiding other students in acts of academic dishonesty and using programmable
16 calculations, artificial intelligence or other technology in a manner not specified or authorized by
17 the teacher. The act of knowingly and intentionally presenting materials, work, or concepts taken
18 from sources of another person, publication, or program as one's own work product without
19 appropriate documentation, teacher authorization, or citation is also considered to be academic
20 dishonesty.

21
22 Students, parents/guardians, staff, and administrators shall be responsible for creating and
23 maintaining a positive school climate that encourages honesty. It is the intent of the Board and
24 the District that academic dishonesty be dealt with consistently and effectively in a manner
25 aimed at addressing the specific incident, as well as changing the student's future behavior.

26
27 Engaging in any type of academic dishonesty will result in consequences consistent with District
28 Policy 3300, 3310, and the Student Handbook.

29
30 This policy does not prohibit use of technology, artificial intelligence, sources, or techniques
31 authorized by the classroom teacher as part of training or educational coursework in responsible
32 and appropriate manner consistent the curriculum or lesson plan. Violation of classroom teacher
33 directive or exceeding the scope of the classroom teacher's permission to utilize technology,
34 sources, or techniques may be considered a violation of the policy. Teachers are encouraged to
35 incorporate responsible use of technology into coursework consistent with the District's
36 acceptable use protocols at Policy 3540 and explain appropriate use for specific assignments in a
37 consistent manner.

2
3 **STUDENTS**

3311

Page 1 of 4

4
5 Firearms and Other Weapons

6
7 Firearms

8
9 It is the policy of the School District to comply with the federal Gun Free Schools Act of 1994
10 and Section 20-5-202 (2), MCA, pertaining to students who bring a firearm to, or possess a
11 firearm at, any setting that is under the control and supervision of the school district.

12
13 The District does not allow students to possess firearms on District property or at any setting that
14 is under the control and supervision of the District. In accordance with Section 20-5-202 (3),
15 MCA, a teacher, superintendent, or a principal shall suspend immediately for good cause a
16 student who is determined to have brought a firearm to, or possess a firearm at, any setting that is
17 under the control and supervision of the District. The Policy does not govern conduct in a
18 student's home, a locked vehicle, a parking lot, or a commercial business when the student is
19 participating in an online, remote, or distance-learning setting. In accordance with Montana law,
20 a student who is determined to have brought a firearm to, or possess a firearm at, any setting that
21 is under the control and supervision of the school district must be expelled from school for a
22 period of not less than 1 year.

23
24 For the purposes of the firearms section of this policy, the term “firearm” means (A) any weapon
25 (including a starter gun) which will or is designed to or may readily be converted to expel a
26 projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any
27 firearm muffler or firearm silencer; or (D) any destructive device pursuant to 18 U.S.C. 921 (4).
28 Such term does not include an antique firearm pursuant to 18 U.S.C. 921 (16).

29
30 **CHOOSE ONE OF THE FOLLOWING OPTIONS:**

31
32 **OPTION 1** – However, on a case-by-case basis, the Board of Trustees will convene a hearing to
33 review the underlying circumstances and, in the discretion of the Board, may authorize the
34 school administration to modify the requirement for expulsion of a student.

35
36 **OPTION 2** – However, on a case-by-case basis, the Board of Trustees will convene a hearing to
37 review the underlying circumstances and, in the discretion of the Board, the Board may itself
38 either modify the requirement for expulsion or delegate to the County Superintendent the
39 authority to carry out the Board’s decision regarding any modification of the expulsion
40 requirement. *Note: This Option is specifically for those smaller districts that have no employed administrator.*

41
42 **OPTION 3** -- However, the Board of Trustees through this policy authorizes the Superintendent,
43 or principal of a school without a Superintendent, to use his/her discretion on a case-by-case
44 basis and modify the requirement of expulsion of a student if he/she deems such modification to
45 be warranted under the circumstances. *Note: Under this Option, there is no expulsion hearing unless the*
46 *administration determines that the circumstances warrant a recommendation of expulsion of the student for a period*
47 *of one (1) year to the Board.*

A decision to change the placement of a student with a disability who has been expelled pursuant to this section must be made in accordance with the Individuals with Disabilities Education Act.

Before holding a hearing to determine if a student has violated this Policy, the Board shall, in a clear and timely manner, notify the student if the student is an adult or notify the parent or guardian of a student if the student is a minor that the student may waive the student's privacy interest by requesting that the hearing be held in public and invite other individuals to attend the hearing.

Before expelling a student under this Policy, the Board shall hold a due process hearing that includes presentation of a summary of the information leading to the allegations and an opportunity for the student to respond to the allegations. The student may not be expelled unless the trustees find that the student knowingly, as defined in Section 1-1-204, MCA, brought a firearm to school or possessed a firearm at school.

When a student subject to a hearing is found to have not violated this Policy, the student's school record must be expunged of the incident.

The provisions of this Policy do not require the Board to expel a student who has brought a firearm to school or possesses a firearm at school if the firearm is secured in a locked container approved by the school district or in a locked motor vehicle the entire time the firearm is at school, except while the firearm is in use for a school-sanctioned instructional activity.

Possession of Weapons other than Firearms

The District does not allow students to possess other weapons on District property or at any setting that is under the control and supervision of the District. Any student found to have possessed, used or transferred a weapon on school property will be subject to discipline in accordance with the District's discipline policy. For purposes of this section, "weapon" means any object, device, or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury, including but not limited to air guns; pellet guns; BB guns; fake (facsimile) weapons; all knives; blades; clubs; metal knuckles; numchucks (also known as nunchucks); throwing stars; explosives; fireworks; mace or other propellants; stun guns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon.

No student shall possess, use, or distribute any object, device, or instrument having the appearance of a weapon, and such objects, devices, or instruments shall be treated as weapons, including but not limited to weapons listed above which are broken or non-functional, look-alike guns; toy guns; and any object that is a facsimile of a real weapon. No student shall use articles designed for other purposes (i.e., lasers or laser pointers, belts, combs, pencils, files, scissors, etc.) to inflict bodily harm and/or intimidate, and such use will be treated as the possession and use of a weapon.

Definitions, Exceptions and Referral to Law Enforcement

The District may refer to law enforcement for immediate prosecution any student who possesses, carries, or stores a weapon in a school building as specified in Section 45-8-361, MCA. In addition the District will refer for possible prosecution a parent or guardian of any minor violating this policy on grounds of allowing a minor to possess, carry, or store a weapon in a school building. For the purposes of this section of the policy, "school property" means within school buildings, in vehicles used for school purposes, or on owned or leased school land or grounds. "Building" specifically means a combination of any materials, whether mobile, portable, or fixed, to form a structure and the related facilities for the use or occupancy by persons or property owned or leased by a local school district that are used for instruction or for student activities as specified in Section 50-60-101(2), MCA and Section 45-8-361, MCA. The term is construed as though followed by the words "or part or parts of a building" and is considered to include all stadiums, bleachers, and other similar outdoor facilities, whether temporary or permanently fixed.

The Board of Trustees may grant persons and entities advance permission to possess, carry, or store a weapon in a school building. All persons who wish to possess, carry, or store a weapon in a school building must request permission of the Board at a regular meeting. The Board has sole discretion in deciding whether to allow a person to possess, carry, or store a weapon in a school building.

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

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

Note may be deleted from final adopted policy: Section (g) of the ESSA Section 4141 – Gun Free Requirements, carves out a very significant exception to the Gun Free Schools Act in that it allows a student to have "a firearm that is lawfully stored inside a locked vehicle on school property. . ." Montana law (20-5-202, MCA), on the other hand, does not provide for any exception to the expulsion requirement if a student has a firearm that is lawfully stored inside a locked vehicle on school property. The only reference to federal law in 20-5-202(2), MCA is the federal definition of a firearm. As you well know 20-5-202(2), MCA provides that:

(2) The trustees of a district shall adopt a policy for the expulsion of a student who is determined to have brought a firearm, as defined in 18 U.S.C. 921, to school and for referring the matter to the appropriate local law enforcement agency. A student who is determined to have brought a firearm to school under this subsection must be expelled from school for a period of not less than 1 year, except that the trustees may authorize the school administration to modify the requirement for expulsion of a student on a case-by-case basis.

So, Montana schools are required, by state law, to expel a student from school for a period of not less than 1 year if it is determined that the student brought a firearm to school, subject to the case-by-case exception noted in the statute. Based upon the exception noted in federal law and in circumstances where a student is found to have a firearm on school property in a locked

vehicle, Montana schools should be citing state law (20-5-202, MCA) and district policy to support any recommendation for expulsion.

There is one significant inconsistency between the Federal Gun Free Schools Act and Montana is that under federal law it provides that "State law **shall** allow the chief administering officer of a local educational agency to modify such expulsion requirement for a student on a case-by-case basis if such modification is in writing," whereas 20-5-202(2), MCA, provides that the trustees **may** authorize the school administration to modify the requirement for expulsion of a student on a case-by-case basis.

Cross Reference:	3310	Student Discipline
	4332	Conduct of School Property
	5332	Personal Conduct

Legal Reference:	§ 20-5-202, MCA	Suspension and expulsion
	§ 45-8-361, MCA	Possession or allowing possession of a weapon in a school building
	20 U.S.C. § 7151, et seq.	Gun Free Schools Act of 1994
	18 U.S.C. § 921	Definitions
	ESSA, Section 4141	Gun Free Requirements

Policy History:

Adopted on:

Reviewed on:

Revised on:

2
3 **STUDENTS**

3330

4
5 Use of Alcohol-Sensor Device

6
7 Students are prohibited by Montana law and District policy from using or possessing alcoholic
8 beverages. It is District policy to deter use or possession of alcoholic beverages by students on
9 District property or at school-sponsored or related activities or events, through use of an alcohol-
10 sensor device.

11
12 Anytime the Superintendent, another administrator, or a teacher has reasonable suspicion that a
13 student has consumed an alcoholic beverage, the student will be given an opportunity to admit or
14 deny consumption of alcohol. If the student admits consumption of alcohol, appropriate
15 disciplinary action will be taken under applicable District policies and student handbook
16 provisions, including potential restriction of or exclusion from participation in extra- and co-
17 curricular activities.

18
19 If the student denies consumption of alcohol, the Superintendent or another District employee
20 designated by the Superintendent may utilize an alcohol-sensor device to either confirm alcohol
21 consumption or eliminate the suspicion. Confirmation of alcohol consumption will result in
22 appropriate disciplinary action under applicable District policies and student handbook
23 provisions, including potential restriction of participation in or exclusion from extra- and co-
24 curricular activities.

25
26 If the student refuses to submit to testing for the presence of alcohol, the District may rely upon
27 other evidence of alcohol consumption in determining whether District policy has been violated.
28
29
30

31 Cross Reference: 1312 Administrative Procedures
32 3300 Suspension and Expulsion
33 3300P Corrective Actions and Punishment
34 3310 Student Discipline
35 3310P Discipline of Students With Disabilities
36 3340 Extra- and Co-Curricular Alcohol, Drug, and Tobacco Use
37

38 Legal Reference: § 20-5-201, MCA Duties and sanctions
39 § 45-5-624, MCA Unlawful attempt to purchase or possession of
40 intoxicating substance – interference with sentence
41 or court order
42

43 Policy History:

44 Adopted on:

45 Reviewed on:

46 Revised on:

1 _____ **School District**

2
3 **STUDENTS**

3340

4
5 Extra- and Co-Curricular Alcohol, Drug, and Tobacco Use

6
7 The District views participation in extracurricular activities as an opportunity extended to
8 students willing to make a commitment to adhere to the rules which govern them. The District
9 believes that participation in organized activities can contribute to all-around development of
10 young men and women and that implementation of these rules will serve these purposes:

11
12 Emphasize concern for the health and well-being of students while participating in
13 activities;

14
15 Provide a chemical-free environment which will encourage healthy development;

16
17 Diminish chemical use by providing an education assistance program;

18
19 Promote a sense of self-discipline among students;

20
21 Confirm and support existing state laws which prohibit use of mood-altering chemicals;

22
23 Emphasize standards of conduct for those students who, through their participation, are
24 leaders and role models for their peers and younger students; and

25
26 Assist students who desire to resist peer pressure that often directs them toward the use of
27 chemicals.

28
29 Violations of established rules and regulations governing chemical use by participants in extra-
30 and co-curricular activities will result in discipline as stated in student and athletic handbooks.

31
32
33
34 Legal Reference: § 20-5-201, MCA Duties and sanctions

35
36 Policy History:

37 Adopted on:

38 Reviewed on:

39 Revised on:

_____ **School District**

STUDENTS

3410

Student Health/Physical Screenings/Examinations

The Board may arrange each year for health services to be provided to all students. Such services may include but not be limited to:

1. Development of procedures at each building for isolation and temporary care of students who become ill during the school day;
2. Consulting services of a qualified specialist for staff, students, and parents;
3. Vision and hearing screening;
4. Scoliosis screening;
5. Any physical or mental health services, examination, or screening;
6. Immunization as provided by the Department of Public Health and Human Services.

Parents/guardians will receive written notice of any screening result which indicates a condition that might interfere or tend to interfere with a student's progress.

The District will not conduct physical examinations of a student or health services without parental consent to do so or by court order, unless the health or safety of the student or others is in question during an emergency situation consistent with District Policy 3431. Further, parents will be notified of the specific or approximate dates during the school year when screening administered by the District is conducted as well as notification of requirements of the District's policy on physical examinations and screening of students, at least annually at the beginning of the school year and within a reasonable period of time after any substantive change in the policy, which is:

1. Required as a condition of attendance.
2. Administered by the school and scheduled by the school in advance.
3. Not necessary to protect the immediate health and safety of the student or other students.

Parents or eligible students will be given the opportunity to ~~opt-out~~ consent to ~~of~~ the above-described screenings.

Students who wish to participate in certain extracurricular activities may be required to submit to a physical examination to verify their ability to participate in the activity. Students participating in activities governed by the Montana High School Association will be required to follow the rules of that organization, as well as other applicable District policies, rules, and regulations.

Cross Reference:	Policy 2158	Parental and Family Engagement
	Policy 3305	Seclusion and Restraint
	Policy 3310P	Risk Assessments
	Policy 3431	Emergency Treatment

Legal Reference:	§ 40-6-701, MCA	Parental Rights
	§ 20-3-324(20), MCA	Powers and duties
	20 U.S.C. 1232h(b)	General Provisions Concerning Education

1
2 Policy History:
3 Adopted on:
4 Reviewed on:
5 Revised on:

Policy 3410F – Medical Exam Notice

Dear Parent/Guardian,

The _____ School District is providing notice required under the provisions of District Policies 2132, 2158, and 3410 and Title 40, Chapter 6, Part 7, MCA. Copies of these provisions are available upon request. This notice is being provided to inform you of a medical exam which will be provided at the school for students whose parents who provide written consent.

Notice of Your Rights

This notice is intended to inform parents that the following medical examination will be provided at the school: _____ . This examination will be provided on _____ at _____ in _____.

As a parent/guardian of a student, you have the right to authorize your child to attend or receive the examination in accordance with Montana law and District policy by completing, signing, and submitting the attached form prior to the date identified in the above notice.

Medical Exam Consent Form

A family who wants their student to receive a medical exam offered at the school may provide consent to such examination by completing this form.

I, _____, Parent or Guardian of, _____ a student enrolled at _____ School District, request my student receive a medical exam for _____ to be held on _____. This request will be handled in a manner consistent with the methods identified by the School District as specified in District Policies 2132, 2158, and 3410 and Title 40, Chapter 6, Part 7, MCA. The results of the examination will provided to the parent.

I understand my student will attend the identified examination or event where the above noted service occurs. I also understand my student will receive any services from school district staff regarding the identified examination that may include but are not limited to individual services from teachers, librarians, nurses, county officials, physicians or counselors related to the identified examination. I agree to accept responsibility for my student's participation in the examination. Participation is strictly voluntary.

A student seeking such services whose parents have not completed this form will not receive the examination and will be redirected to the parent in accordance with the decision noted on this form.

I acknowledge I have received notification of my rights in this area under District Policies 2132, 2158, and 3410 and Title 40, Chapter 6, Part 7, MCA, and have been provided an opportunity to review related information and materials on this topic.

I provide consent for my student receive the examination described above at the _____ School District.

Parent

Date

Received by:

School Official

Date

1 _____ **School District**

2
3 **STUDENTS**

3413

4
5 Student Immunization

6
7 The Board requires all students to present evidence of their having been immunized against the
8 following diseases: varicella, diphtheria, pertussis (whooping cough), poliomyelitis, measles
9 (rubeola), mumps, rubella, and tetanus in the manner and with immunizing agents approved by
10 the department. Haemophilus influenza type “b” immunization is required for students under
11 age five (5). Upon initial enrollment, an immunization status form shall be completed by the
12 student’s parent or guardian. The certificate shall be made a part of the student’s permanent
13 record.

14
15 A student who transfers into the District may photocopy immunization records in the possession
16 of the school of origin. The District will accept the photocopy as evidence of immunization.
17 Within thirty (30) days after a transferring student ceases attendance at the school of origin, the
18 school shall retain a certified copy for the permanent record and send the original immunization
19 records for the student to the school district to which the student transfers.

20
21 Exemptions from one or more vaccines shall be granted for medical reasons upon certification by
22 a licensed or certified health care provider in a manner provided by Section 20-5-405, MCA.
23 Exemptions for religious reasons must be filed in a manner provided by Section 20-5-405, MCA.
24 The statement for an exemption shall be maintained as part of the student’s immunization record
25 in accordance with FERPA as specified in Policy 3600P.

26
27 All students who are enrolled under an exemption and have a disease listed in this Policy, have
28 been exposed to a disease listed in this Policy, or may be exposed to a disease listed in this
29 Policy while attending school may be excluded from the school by the local health officer or the
30 DPHHS until the excluding authority is satisfied that the student no longer risks contracting or
31 transmitting that disease.

32
33 The administrator may allow the commencement of attendance in school by a student who has
34 not been immunized against each disease listed in Section 20-5-403, MCA, if that student has
35 received one or more doses of varicella, polio, measles (rubeola), mumps, rubella, diphtheria,
36 pertussis, and tetanus vaccine, except that Haemophilus influenza type “b” vaccine is required
37 only for children under 5 years of age.

38
39 The District shall exclude a student for noncompliance with the immunization laws and properly
40 notify the parent or guardian. The local health department may seek an injunction requiring the
41 parent to submit an immunization status form, take action to fully immunize the student, or file
42 an exemption for personal or medical reasons.

43
44 This policy and related forms shall be made available to all interested individuals upon request and
45 posted on the District’s website to provide parents and families opportunity to be informed about
46 immunizations required and available exemptions under state law.

This policy does not apply to or govern vaccinations against COVID-19. The Board does not require immunization against COVID-19 in order to enroll in the District in accordance with Montana law. District officials shall not inquire about the COVID-19 vaccination status of students, employees, or visitors. District officials shall not make decisions regarding access to District services for students, employees, or visitors based upon an individual's COVID-19 vaccination status. Students enrolled in dual credit courses in accordance with District policies may be subject to distinct immunization requirements of the applicable post-secondary institution.

Legal Reference:	§ 20-3-324(20), MCA	Powers and duties
	§ 20-5-402 - 426, MCA	Health
	§ 20-5-403, MCA	Immunization required – release and acceptance of immunization records
	§ 20-5-405, MCA	Exemptions
	Chapter 534 (2023)	Revise Immunization laws

Policy History:

Adopted on:

Reviewed on:

Revised on:

Medical Exemption Statement

Form HES 101A
Montana Schools



For questions, contact the Montana Department of Immunizations at (406) 444-5580

A prospective student seeking to enroll in a Montana school is not required to receive any immunizations for which they are medically contraindicated. The Medical Exemption Statement, may be completed by a qualifying healthcare provider and utilized as an exemption. In lieu of this form, a written and signed statement from a qualifying healthcare provider will also be accepted under the conditions outlined in ARM 37.114.715.

Pursuant to HB 334 (Ch. 294, L. 2021), a qualifying healthcare provider means a person who: (1) is licensed, certified, or authorized in any U.S. State or Canada to provide health care; (2) is authorized within the person's scope of practice to administer the immunization(s) to which the exemption applies; and (3) has previously provided health care to the student *or* has administered a vaccine to which the student has had an adverse reaction. Once completed, this form should be filed at the student's school along with their most current immunization record.

Student Name: _____ **Parent/Guardian Name:** _____

Student Address: _____ **Student Date of Birth:** _____

Select the vaccine(s) needing medical exemption, then provide a brief description of the contraindication or precaution for each vaccine:

- | | |
|--|--|
| <input type="checkbox"/> DTaP (Diphtheria, Tetanus, and Pertussis) | <input type="checkbox"/> MMR (Measles, Mumps, and Rubella) |
| <input type="checkbox"/> Tdap (Diphtheria, Tetanus, and Pertussis) | <input type="checkbox"/> IPV (Polio) |
| <input type="checkbox"/> Varicella (Chickenpox) | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Hib (<i>Haemophilus influenzae</i> type b) | |

Contraindication/Precaution:

A complete list of medical contraindications and precautions can be found on the Centers for Disease Control and Prevention's website:
<https://www.cdc.gov/vaccines/hcp/acip-recs/general-recs/contraindications.html>.

Duration of exemption: _____

Provider's Name (print): _____ **Title:** _____ **Phone:** _____

Address: _____

Provider's Signature: _____ **Date:** _____

Religious Exemption Statement

Form HES 113
Montana Schools



For questions, contact the Montana Immunization Program at (406) 444-5580

Student's Full Name

Birth Date

Age

Sex

School: _____

If student is under 18, name of parent, guardian, or other person responsible for student's care and custody:

Street address and city: _____

Telephone: _____

I, the undersigned, swear or affirm under oath that immunization against the following is contrary to my religious tenets and practices:

☐ *Diphtheria, Pertussis, Tetanus (DTaP, DT, Tdap)*

☐ *Polio*

☐ *Measles, Mumps and Rubella (MMR)*

☐ *Varicella (chickenpox)*

☐ *Haemophilus Influenzae type b (Hib)*

☐ *Other:* _____

I also understand that:

Pursuant to section 20-5-405, MCA, in the event of an outbreak of one of the diseases listed above, the above-exempted student may be excluded from school by the local health officer or the Department of Public Health and Human Services until the student is no longer at risk for contracting or transmitting that disease.

Signature: _____ Date: _____

STUDENTS

3415

Management of Sports Related Concussions

The _____ School District recognizes that concussions and head injuries are commonly reported injuries in children and adolescents who participate in sports and other recreational activities. The Board acknowledges the risk of catastrophic injuries or death is significant when a concussion or head injury is not properly evaluated and managed. Therefore, all K-12 competitive sport athletic activities in the District will be identified by the administration.

Consistent with guidelines provided by the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, the National Federation of High School (NFHS) and the Montana High School Association (MHSA), the District will utilize procedures developed by the MHSA and other pertinent information to inform and educate coaches, athletic trainers, officials, youth athletes, and their parents and/or guardians of the nature and risk of concussions or head injuries, including the dangers associated with continuing to play after a concussion or head injury. Resources are available on the Montana High School Association Sports Medicine page at www.mhsa.org; U.S. Department of Health and Human Services page at: www.hhs.gov; and; the Centers for Disease and Prevention page at www.cdc.gov/concussion/sports.index.html.

Annually, the district will distribute a head injury and concussion information and sign-off sheet to all parents and guardians of student-athletes in competitive sport activities prior to the student-athlete's initial practice or competition.

All coaches, athletic trainers, officials, including volunteers participating in organized youth athletic activities, shall complete the training program at least once each school year as required in the District procedure. Additionally, all coaches, athletic trainers, officials, including volunteers participating in organized youth athletic activities will comply with all procedures for the management of head injuries and concussions.

Reference: Montana High School Association, Rules and Regulations
Section 4, Return to Play

Legal Reference: Dylan Steigers Protection of Youth Athletes Act
20-7-1301, MCA Purpose
20-7-1302, MCA Definitions
20-7-1303, MCA Youth athletes – concussion education requirements
20-7-1304, MCA Youth athletes – removal from participation
following concussion – medical clearance required
before return to participation

Cross Reference: 3415F Student-Athlete & Parent/Legal Custodian Concussion Statement

Policy History:

Adopted on:

Reviewed on:

Revised on:

Student-Athlete & Parent/Legal Guardian Concussion Statement 3415F

Because of the passage of the Dylan Steigers' Protection of Youth Athletes Act, schools are required to distribute information sheets for the purpose of informing and educating student-athletes and their parents of the nature and risk of concussion and head injury to student athletes, including the risks of continuing to play after concussion or head injury. Montana law requires that each year, before beginning practice for an organized activity, a student-athlete and the student-athlete's parent(s)/legal guardian(s) must be given an information sheet, and both parties must sign and return a form acknowledging receipt of the information to an official designated by the school or school district prior to the student-athletes participation during the designated school year. The law further states that a student-athlete who is suspected of sustaining a concussion or head injury in a practice or game shall be removed from play at the time of injury and may not return to play until the student-athlete has received a written clearance from a licensed health care provider.

Student-Athlete Name: _____

This form must be completed for each student-athlete, even if there are multiple student-athletes in each household.

Parent/Legal Guardian Name(s): _____

☐ We have read the *Student-Athlete & Parent/Legal Guardian Concussion Information Sheet*.

If true, please check box

After reading the information sheet, I am aware of the following information:

Student-Athlete Initials		Parent/Legal Guardian Initials
	A concussion is a brain injury, which should be reported to my parents, my coach(es), or a medical professional if one is available.	
	A concussion can affect the ability to perform everyday activities such as the ability to think, balance, and classroom performance.	
	A concussion cannot be "seen." Some symptoms might be present right away. Other symptoms can show up hours or days after an injury.	
	I will tell my parents, my coach, and/or a medical professional about my injuries and illnesses.	N/A
	If I think a teammate has a concussion, I should tell my coach(es), parents, or licensed health care professional about the concussion.	N/A
	I will not return to play in a game or practice if a hit to my head or body causes any concussion-related symptoms.	N/A
	I will/my child will need written permission from a licensed health care professional to return to play or practice after a concussion.	
	After a concussion, the brain needs time to heal. I understand that I am/my child is much more likely to have another concussion or more serious brain injury if return to play or practice occurs before concussion symptoms go away.	
	Sometimes, repeat concussions can cause serious and long-lasting problems.	
	I have read the concussion symptoms on the Concussion fact sheet.	

Signature of Student-Athlete

Date

Signature of Parent/Legal Guardian

Date

A Fact Sheet for **ATHLETES**

WHAT IS A CONCUSSION?

A concussion is a brain injury that:

- Is caused by a bump or blow to the head
- Can change the way your brain normally works
- Can occur during practices or games in any sport
- Can happen even if you haven't been knocked out
- Can be serious even if you've just been "dinged"

WHAT ARE THE SYMPTOMS OF A CONCUSSION?

- Headache or "pressure" in head
- Nausea or vomiting
- Balance problems or dizziness
- Double or blurry vision
- Bothered by light
- Bothered by noise
- Feeling sluggish, hazy, foggy, or groggy
- Difficulty paying attention
- Memory problems
- Confusion
- Does not "feel right"

WHAT SHOULD I DO IF I THINK I HAVE A CONCUSSION?

- **Tell your coaches and your parents.** Never ignore a bump or blow to the head even if you feel fine. Also, tell your coach if one of your teammates might have a concussion.

- **Get a medical checkup.** A doctor or health care professional can tell you if you have a concussion and when you are OK to return to play.
- **Give yourself time to get better.** If you have had a concussion, your brain needs time to heal. While your brain is still healing, you are much more likely to have a second concussion. Second or later concussions can cause damage to your brain. It is important to rest until you get approval from a doctor or health care professional to return to play.

HOW CAN I PREVENT A CONCUSSION?

Every sport is different, but there are steps you can take to protect yourself.

- Follow your coach's rules for safety and the rules of the sport.
- Practice good sportsmanship at all times.
- Use the proper sports equipment, including personal protective equipment (such as helmets, padding, shin guards, and eye and mouth guards). In order for equipment to protect you, it must be:

- > The right equipment for the game, position, or activity
- > Worn correctly and fit well
- > Used every time you play

Remember, when in doubt, sit them out!

A Fact Sheet for **PARENTS**

WHAT IS A CONCUSSION?

A concussion is a brain injury. Concussions are caused by a bump or blow to the head. Even a “ding,” “getting your bell rung,” or what seems to be a mild bump or blow to the head can be serious.

You can’t see a concussion. Signs and symptoms of concussion can show up right after the injury or may not appear or be noticed until days or weeks after the injury. If your child reports any symptoms of concussion, or if you notice the symptoms yourself, seek medical attention right away.

WHAT ARE THE SIGNS AND SYMPTOMS OF A CONCUSSION?

Signs Observed by Parents or Guardians

If your child has experienced a bump or blow to the head during a game or practice, look for any of the following signs and symptoms of a concussion:

- Appears dazed or stunned
- Is confused about assignment or position
- Forgets an instruction
- Is unsure of game, score, or opponent
- Moves clumsily • Answers questions slowly
- Loses consciousness (even briefly)
- Shows behavior or personality changes
- Can’t recall events prior to hit or fall
- Can’t recall events after hit or fall

Symptoms Reported by Athlete

- Headache or “pressure” in head
- Nausea or vomiting
- Balance problems or dizziness
- Double or blurry vision
- Sensitivity to light
- Sensitivity to noise
- Feeling sluggish, hazy, foggy, or groggy
- Concentration or memory problems
- Confusion
- Does not “feel right”

HOW CAN YOU HELP YOUR CHILD PREVENT A CONCUSSION?

Every sport is different, but there are steps your children can take to protect themselves from concussion.

- Ensure that they follow their coach’s rules for safety and the rules of the sport.
- Encourage them to practice good sportsmanship at all times.
- Make sure they wear the right protective equipment for their activity (such as helmets, padding, shin guards, and eye and mouth guards). Protective equipment should fit properly, be well maintained, and be worn consistently and correctly.
- Learn the signs and symptoms of a concussion.

WHAT SHOULD YOU DO IF YOU THINK YOUR CHILD HAS A CONCUSSION?

1. Seek medical attention right away. A health care professional will be able to decide how serious the concussion is and when it is safe for your child to return to sports.

2. Keep your child out of play. Concussions take time to heal. Don’t let your child return to play until a health care professional says it’s OK. Children who return to play too soon—while the brain is still healing—risk a greater chance of having a second concussion. Second or later concussions can be very serious. They can cause permanent brain damage, affecting your child for a lifetime.

3. Tell your child’s coach about any recent concussion. Coaches should know if your child had a recent concussion in ANY sport. Your child’s coach may not know about a concussion your child received in another sport or activity unless you tell the coach.

Remember, when in doubt, sit them out!
It's better to miss one game than the whole season.

Be Prepared

A concussion is a type of traumatic brain injury, or TBI, caused by a bump, blow, or jolt to the head that can change the way your brain normally works. Concussions can also occur from a blow to the body that causes the head to move rapidly back and forth. Even a “ding,” “getting your bell rung,” or what seems to be mild bump or blow to the head can be serious. Concussions can occur in any sport or recreation activity. So, all coaches, parents, and athletes need to learn concussion signs and symptoms and what to do if a concussion occurs.

SIGNS AND SYMPTOMS OF A CONCUSSION

SIGNS OBSERVED BY PARENTS OR GUARDIANS	SYMPTOMS REPORTED BY YOUR CHILD OR TEEN	
<ul style="list-style-type: none">•Appears dazed or stunned•Is confused about events•Answers questions slowly•Repeats questions•Can't recall events prior to the hit, bump, or fall•Can't recall events after the hit, bump, or fall•Loses consciousness (even briefly)•Shows behavior or personality changes•Forgets class schedule or assignments	<p><u>Thinking/Remembering:</u></p> <ul style="list-style-type: none">•Difficulty thinking clearly•Difficulty concentrating or remembering•Feeling more slowed down•Feeling sluggish, hazy, foggy, or groggy <p><u>Physical:</u></p> <ul style="list-style-type: none">•Headache or “pressure” in head•Nausea or vomiting•Balance problems or dizziness•Fatigue or feeling tired•Blurry or double vision•Sensitivity to light or noise•Numbness or tingling•Does not “feel right”	<p><u>Emotional:</u></p> <ul style="list-style-type: none">•Irritable•Sad•More emotional than usual•Nervous <p><u>Sleep*:</u></p> <ul style="list-style-type: none">•Drowsy•Sleeps less than usual•Sleeps more than usual•Has trouble falling asleep <p><i>*Only ask about sleep symptoms if the injury occurred on a prior day.</i></p>

LINKS TO OTHER RESOURCES

- CDC –Concussion in Sports
 - <http://www.cdc.gov/concussion/sports/index.html>
- National Federation of State High School Association/ Concussion in Sports - What You Need To Know
 - www.nfhslearn.com

- Montana High School Association – Sports Medicine Page
 - <http://www.mhsa.org/SportsMedicine/SportsMed.htm>

STUDENTS

3415P

Management of Sports Related Concussions

A. Athletic Director or Administrator in Charge of Athletic Duties:

1. *Updating:* Each spring, the athletic director, or the administrator in charge of athletics if there is no athletic director, shall review any changes that have been made in procedures required for concussion and head injury management or other serious injury by consulting with the MHSA or the MHSA Web site, U.S. DPHHS, and CDCP web site. If there are any updated procedures, they will be adopted and used for the upcoming school year.
2. *Identified Sports:* Identified sports include all organized youth athletic activity sponsored by the school or school district.

B. *Training:* All coaches, athletic trainers, and officials, including volunteers shall undergo training in head injury and concussion management at least once each school year by one of the following means: (1) through viewing the MHSA sport-specific rules clinic; (2) through viewing the MHSA concussion clinic found on the MHSA Sports Medicine page at www.mhsa.org; or by the district inviting the participation of appropriate advocacy groups and appropriate sports governing bodies to facilitate the training requirements.

C. *Parent Information Sheet:* On a yearly basis, a concussion and head injury information sheet shall be distributed to the student-athlete and the athlete's parent and/or guardian prior to the student-athlete's initial practice or competition. This information sheet may be incorporated into the parent permission sheet which allows students to participate in extracurricular athletics and should include resources found on the MHSA Sports Medicine page at www.mhsa.org, U.S. DPHHS, and CDCP websites.

D. *Responsibility:* An athletic trainer, coach, or official shall immediately remove from play, practice, tryouts, training exercises, preparation for an athletic game, or sport camp a student-athlete who is suspected of sustaining a concussion or head injury or other serious injury.

E. *Return to Play After Concussion or Head Injury:* In accordance with MHSA Return to Play Rules and Regulations and The Dylan Steigers Protection of Youth Athletes Act a student athlete who has been removed from play, practice, tryouts, training exercises, preparation for an athletic game, or sport camp may not return until the athlete is cleared by a licensed health care professional (registered, licensed, certified, or otherwise statutorily recognized health care professional). The health care provider may be a volunteer.

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

2
3 **STUDENTS**

3416

4
5 Administering Medication to Students

6
7 “Medication” means prescribed drugs and medical devices that are controlled by the U.S. Food
8 and Drug Administration and are ordered by a healthcare provider. It includes over-the-counter
9 medications prescribed through a standing order by authorized physician or prescribed by the
10 student’s healthcare provider.

11
12 Except in an emergency situation, only a qualified healthcare professional may administer a drug
13 or a prescription drug to a student under this policy. Diagnosis and treatment of illness and the
14 prescribing of drugs are never the responsibility of a school employee and should not be
15 practiced by any school personnel.

16
17 Administering Medication

18
19 The Board shall permit administration of medication to students in schools in its jurisdiction. A
20 school nurse or other employee who has successfully completed specific training in
21 administration of medication, pursuant to written authorization of a physician or dentist and that
22 of a parent, an individual who has executed a caretaker relative educational authorization
23 affidavit, or guardian, may administer medication to any student in the school or may delegate
24 this task pursuant to Montana law.

25
26 Emergency Administration of Medication

27
28 In the event of an emergency, a school nurse or trained staff member, exempt from the nursing
29 license requirement under § 37-8-103(1)(c), MCA, may administer emergency medication to any
30 student in need thereof on school grounds, in a school building, at a school function, or on a
31 school bus according to a standing order of an authorized physician or a student’s private
32 physician. In the event that emergency medication is administered to a student, the school nurse
33 or staff member shall call emergency responders and notify the student’s parents/guardians. A
34 building administrator or school nurse shall enter any medication to be administered in an
35 emergency on an individual student medication record and retain the documentation.

36
37 Assisting Students with Self-Administration of Medication

38
39 A building principal or other school administrator may authorize, in writing, any school
40 employee:

41
42 To assist in self-administration of any drug that may lawfully be sold over the counter
43 without a prescription to a student in compliance with the written instructions and with
44 the written consent of a student’s parent or guardian; and

45
46 To assist in self-administration of a prescription drug to a student in compliance with

written instructions or standing order of an authorized physician or a student's private physician and with the written consent of a student's parent or guardian.

A school employee authorized, in writing, assist students with self-administration of medications, may only rely on the following techniques:

- Making oral suggestions, prompting, reminding, gesturing, or providing a written guide for self-administering medications;
- Handing to a student a prefilled, labeled medication holder or a labeled unit dose container, syringe, or original marked and labeled container from a pharmacy;
- Opening the lid of a container for a student;
- Guiding the hand of a student to self-administer a medication;
- Holding and assisting a student in drinking fluid to assist in the swallowing of oral medications; and
- Assisting with removal of a medication from a container for a student with a physical disability that prevents independence in the act.
- Other guidance or restrictions previously provided in writing to the school by a student's parent, an individual who has executed a caretaker relative educational authorization affidavit, or guardian is on file.

Self-Administration or Possession of Asthma, Severe Allergy, or Anaphylaxis Medication

Students with allergies or asthma may be authorized by the building principal or Superintendent, in consultation with medical personnel, to possess and self-administer emergency medication during the school day, during field trips, school-sponsored events, or while on a school bus. The student shall be authorized to possess and self-administer medication if the following conditions have been met:

- A written and signed authorization from the parents, an individual who has executed a caretaker relative educational authorization affidavit, or guardians for self-administration of medication, acknowledging that the District or its employees are not liable for injury that results from the student self-administering the medication.
- The student shall have the prior written approval of his/her primary healthcare provider. The written notice from the student's primary care provider shall specify the name and purpose of the medication, the prescribed dosage, frequency with which it may be administered, and the circumstances that may warrant its use.
- Documentation that the student has demonstrated to the healthcare practitioner and the school nurse, if available, the skill level necessary to use and administer the medication.
- Documentation of a doctor-formulated written treatment plan for managing asthma, severe allergies, or anaphylaxis episodes of the student and for medication use by the student during school hours.

Authorization granted to a student to possess and self-administer medication shall be valid for

the current school year only and shall be renewed annually. A student's authorization to possess and self-administer medication may be limited or revoked by the building principal or other administrative personnel.

If provided by the parent, an individual who has executed a caretaker relative educational authorization affidavit, or guardian, and in accordance with documentation provided by the student's doctor, backup medication shall be kept at a student's school in a predetermined location or locations to which the student has access in the event of an asthma, severe allergy, or anaphylaxis emergency.

Immediately after using epinephrine during school hours, a student shall report to the school nurse or other adult at the school who shall provide follow up care, including making a call to emergency responders.

Self-Administration of Other Medication

The District shall permit students who are able to self-administer specific medication to do so provided that all of the following have occurred:

- A physician, dentist, or other licensed health care provider provides a written order for self-administration of said medication;
- Written authorization for self-administration of medication from a student's parent, an individual who has executed a caretaker relative educational authorization affidavit, or guardian is on file; and
- A principal and appropriate teachers are informed that a student is self-administering prescribed medication.

Administration of Glucagons

School employees may voluntarily agree to administer glucagons to a student pursuant to § 20-5-412, MCA, only under the following conditions: (1) the employee may administer glucagon to a diabetic student only in an emergency situation; (2) the employee has filed the necessary designation and acceptance documentation with the District, as required by § 20-5-412(2), MCA, and (3) the employee has filed the necessary written documentation of training with the District, as required by § 20-5-412(4), MCA. Designation of staff is to be made by a parent, and individual who has executed a caretaker relative authorization affidavit, or guardian of a diabetic student, and school employees are under no obligation to agree to designation. Glucagon is to be provided by the parent or guardian. All documentation shall be kept on file.

Handling and Storage of Medications

The Board requires that all medications, including those approved for keeping by students for self-medication, be first delivered by a parent, an individual who has executed a caretaker

relative educational authorization affidavit, or other responsible adult to a nurse or employee assisting with self-administration of medication. A nurse or assistant:

- Shall examine any new medication to ensure it is properly labeled with dates, name of student, medication name, dosage, and physician's name;
- Shall develop a medication administration plan, if administration is necessary for a student, before any medication is given by school personnel;
- Shall record on the student's individual medication record the date a medication is delivered and the amount of medication received;
- Shall store medication requiring refrigeration at 36° to 46° F;
- Shall store prescribed medicinal preparations in a securely locked storage compartment; and
- Shall store controlled substances in a separate compartment, secured and locked at all times.
- All non-emergency medication shall be kept in a locked, nonportable container, stored in its original container with the original prescription label. Epinephrine, naloxone, and student emergency medication may be kept in portable containers and transported by the school nurse or other authorized school personnel.
- Food is not allowed to be stored in refrigeration unit with medications.
- Shall notify the building administrator, school district nurse, and parent or guardian of any medication error and document it on the medication administration record.

The District shall permit only a forty-five-(45)-school-day supply of a medication for a student to be stored at a school; and all medications, prescription and nonprescription, shall be stored in their original containers.

The District shall limit access to all stored medication to those persons authorized to administer medications or to assist in the self-administration of medications. The District requires every school to maintain a current list of those persons authorized by delegation from a licensed nurse to administer medications.

The District may maintain a stock supply of auto-injectable epinephrine to be administered by a school nurse or other authorized personnel to any student or nonstudent as needed for actual or perceived anaphylaxis. If the district intends to obtain an order for emergency use of epinephrine in a school setting or at related activities, the district shall adhere to the requirements stated in law.

The District may maintain a stock supply of an opioid antagonist to be administered by a school nurse or other authorized personnel to any student or nonstudent as needed for an actual or perceived opioid overdose. A school that intends to obtain an order for emergency use of an opioid antagonist in a school setting or at related activities shall adhere to the requirements in law.

Disposal of Medication, Medical Equipment, Personal Protective Equipment

The District requires school personnel either to return to a parent, an individual who has executed a caretaker relative educational authorization affidavit, or guardian or, with permission of the parent, an individual who has executed a caretaker relative educational authorization affidavit, or guardian, to destroy any unused, discontinued, or obsolete medication. A school nurse, in the presence of a witness, shall destroy any medicine not repossessed by a parent or guardian within a seven-(7)-day period of notification by school authorities.

Medical sharps shall be disposed of in an approved sharps container. Building administrators should contact the school nurse or designated employee when such a container is needed. Sharps containers are to be kept in a secure location in the school building. Disposal of sharps container, medical equipment, and personal protective equipment is the responsibility of the school nurse or designated employee in accordance with the Montana Infectious Waste Management Act and the manufacture guidelines specific to the container or equipment.

Legal Reference:	§ 20-5-412, MCA	Definition – parent-designated adult
		administration of glucagons – training
	§ 20-5-420, MCA	Self-administration or possession of asthma,
		severe allergy, or anaphylaxis medication
	§ 20-5-421, MCA	Emergency use of epinephrine in school
		setting
	§ 37-8-103(1)(c), MCA	Exemptions – limitations on authority
	§ 20-5-426, MCA	Emergency use of an opioid antagonist in
		school setting – limit on liability
	§ 75-10-1001, et seq	Infectious Waste Management Act
	37.111.812, ARM	Safety Requirements
	10.55.701(s), ARM	Board of Trustees

Policy History:

Adopted on:

Reviewed on:

Revised on:

**Montana Authorization to Possess or Self-Administer
Asthma, Severe Allergy, or Anaphylaxis Medication**

For this student to possess or self-administer asthma, severe allergy, or anaphylaxis medication while in school, while at a school sponsored activity, while under the supervision of school personnel, before or after normal school activities (such as while in before-school or after-school care on school-operated property), or while in transit to or from school or school-sponsored activities, this form must be fully completed by: 1) the prescribing physician/ physician assistant/advanced practice registered nurse, and 2) an authorizing parent, an individual who has executed a caretaker relative educational or medical authorization affidavit, or legal guardian.

Student's Name: _____ School: _____
 Sex: (Please circle) Female/Male City/Town: _____
 Birth Date: ____/____/____ School Year: _____ (Must be renewed annually)

Physician's Authorization:

The above named student has my authorization to carry and self administer the following medication:

Medication: (1) _____ Dosage: (1) _____
 (2) _____ (2) _____

Reason for prescription(s): _____

Medication(s) to be used under the following conditions (times or special circumstances): _____

I confirm that this student has been instructed in the proper use of this medication and is able to self-administer this medication without school personnel supervision. I have formulated and provided to the parent/guardian or caretaker relative a written treatment plan for managing asthma, severe allergies, or anaphylaxis episodes and for medication use by this student during school hours and school activities.

 Signature of Physician/PA/APRN Phone Number _____ Date _____

Authorization by Parent, an individual who has executed a caretaker relative educational or medical authorization affidavit, or Guardian

As the parent, individual who has executed a caretaker relative educational or medical authorization affidavit, or guardian of the above named student, I confirm that this student has been instructed by his/her health care provider on the proper use of this/these medication(s). He/she has demonstrated to me that he/she understands the proper use of this medication. He/she is physically, mentally, and behaviorally capable to assume this responsibility. He/she has my permission to self-medicate as listed above, if needed. If he/she has used epinephrine during school hours, he/she understands the need to alert the school nurse or other adult at the school who will provide follow-up care, including making a 9-1-1 emergency call.

I acknowledge that the school district or nonpublic school and its employees and agents are not liable as a result of any injury arising from the self-administration of medication by the student, and I indemnify and hold them harmless for such injury, unless the claim is based on an act or omission that is the result of gross negligence, willful and wanton conduct, or an intentional tort.

I agree to work with the school in establishing a plan for use and storage of backup medication. This will include a predetermined location to keep backup medication to which my child has access in the event of an asthma, severe allergy, or anaphylaxis emergency. I have provided the following backup medication: _____

I understand that in the event the medication dosage is altered, a new "self-administration form" must be completed, or the health care provider may rewrite the order on his/her prescription pad, and I, the parent/caretaker relative/guardian, will sign the new form and assure the new order is attached.

I understand it is my responsibility to pick up any unused medication at the end of the school year, and the medication that is not picked up will be disposed of.

I authorize the school administration to release this information to appropriate school personnel and classroom teachers.

Parent/Guardian, Caretaker Relative Signature: _____ Date: _____

(Original signed authorization to the school; a copy of the signed authorization to the parent/guardian and health care provider) See, generally, Mont. Code Ann. § 20-5-420.

DESIGNATION AND ACCEPTANCE TO ADMINISTER GLUCAGON

As a parent, an individual who has executed a caretaker relative educational authorization affidavit, an individual who has executed a caretaker relative medical authorization affidavit, or a guardian of a diabetic student, I have designated _____ to administer glucagon to _____ only in emergency situations. I understand the designee must be an adult.

Signature

Date

As the parent-designated adult, I agree to administer glucagon only in emergency situations to _____. I understand the glucagon must be provided by the parent, an individual who has executed a caretaker relative educational authorization affidavit, an individual who has executed a caretaker relative medical authorization affidavit, or the guardian of the student. I confirm that I have been trained in recognizing hypoglycemia and the proper method of administering glucagon. I have been trained by _____ on the _____ day of _____, 20____.

Signature of parent-designated adult

Date

2
3 **STUDENTS**

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4
5 Communicable Diseases

6 ***Note:** For purposes of this policy, the term “communicable disease” refers to the diseases*
7 *identified in 37.114.203, ARM, Reportable Diseases, with the exception of common colds and flu.*
8

9 In all proceedings related to this policy, the District shall respect a student’s right to privacy. All
10 applicable district policies and handbook provision governing confidentiality of student medical
11 information remain in full effect.
12

13 Although the District is required to provide educational services to all school-age children who
14 reside within its boundaries, it may deny attendance at school to any child diagnosed as having a
15 communicable disease that could make a child’s attendance harmful to the welfare of other
16 students. The District also may deny attendance to a child with suppressed immunity in order to
17 protect the welfare of that child when others in a school have an infectious disease, which,
18 although not normally life threatening, could be life threatening to a child with suppressed
19 immunity.
20

21 The District shall provide soap and disposable towels or other hand-drying devices shall be
22 available at all handwashing sinks. Common-use cloth towels are prohibited. Sanitary napkin
23 disposal shall be provided for girls of age ten or older and in teachers' toilet rooms and nurses'
24 toilet rooms. The District shall provide either sanitary napkin dispensers in the girls', nurses', and
25 teachers' toilet rooms or some other readily available on-site access to sanitary napkins.
26

27 The Board recognizes that communicable diseases that may afflict students range from common
28 childhood diseases, acute and short-term in nature, to chronic, life-threatening diseases such as
29 human immunodeficiency virus (HIV) infection. The District shall rely on advice of the public
30 health and medical communities in assessing the risk of transmission of various communicable
31 diseases to determine how best to protect the health of both students and staff.
32

33 The District shall manage common communicable diseases in accordance with DPHHS
34 guidelines and communicable diseases control rules. If a student develops symptoms of any
35 reportable communicable or infectious illness as defined while at school, the responsible school
36 officials shall do the following:
37

- 38 (a) isolate the student immediately from other students or staff; and
39 (b) inform the parent or guardian as soon as possible about the illness and request him or
40 her to pick up the student.; and
41 (c) consult with a physician, other qualified medical professional, or the local county
42 health authority to determine if report the case should be reported to the local health
43 officer.
44

45 Students who express feelings of illness at school may be referred to a school nurse or other
46 responsible person designated by the Board and may be sent home as soon as a parent or person

designated on a student's emergency medical authorization form has been notified. The District may temporarily exclude from onsite school attendance a student who exhibits symptoms of a communicable disease that is readily transmitted in a school setting. Offsite instruction will be provided during the period of absence in accordance with Policy 2050. The District reserves the right to require a statement from a student's primary care provider authorizing a student's return to onsite instruction.

When information is received by a staff member or a volunteer that a student is afflicted with a serious communicable disease, the staff member or volunteer shall promptly notify a school nurse or other responsible person designated by the Board to determine appropriate measures to be taken to protect student and staff health and safety. A school nurse or other responsible person designated by the Board, after consultation with and on advice of public health officials, shall determine which additional staff members, if any, have need to know of the affected student's condition.

Only those persons with direct responsibility for the care of a student or for determining appropriate educational accommodation shall be informed of the specific nature of a condition, if it is determined that such individuals need to know this information.

The District may notify parents of other children attending a school that their children have been exposed to a communicable disease without identifying the particular student who has the disease.

Healthy Hand Hygiene Behavior

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

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

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

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

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

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

2
3 **STUDENTS**

3420

4
5 Head Lice

6
7 The Board recognizes its responsibility to all students enrolled in the _____ Schools to
8 provide a safe and healthy environment in which they may attend school. One inhibitor to a
9 healthy environment is the head louse (*Pediculus capitis*). Head lice infestations must be
10 addressed in public schools if a healthy environment is to be maintained. Every attempt will be
11 made to educate students and parents on the prevention and eradication of head lice before and
12 after infestation is detected.

13
14 The innocent desire of children to be social and the communicable nature of lice requires
15 preventive measures by the school district and the public health agency to contain infestations.
16 The _____ School will work cooperatively with the public health agency to insure that
17 infestations of head lice are contained and eradicated in the school.

18
19 In the interest of health and welfare of students enrolled in _____, no student will be
20 permitted to attend classes with the general population if they are infested with head lice.

21
22 To avoid embarrassment and to contain the infestation, whole classrooms will be checked for
23 head lice upon the report of possible infestation by a classroom teacher. The administrator,
24 his/her designee, school nurse or another qualified professional will examine the child in
25 question and their classmates. Siblings of students found with lice and their classmates will also
26 be checked if there is suspicion that infestation may exist.

27
28 The student found with head lice is to be kept out of school until he/she is treated and hair is free
29 of lice and eggs. Although eggs (nits) cannot spread to other children, they may hatch in 2-3
30 days and would immediately become communicable. A child may return to school after being
31 successfully treated so that no live lice are present.

32
33 Parents or guardians will be informed of lice infestation by a letter that explains the problem,
34 lists the procedures for treatment and requirements for reentering school. Every attempt will be
35 made to contact parents or guardians immediately upon discovery of head lice. Parents will be
36 asked to come to school to pick up the student and begin treatment immediately.

37
38
39 Policy History:

40 Adopted on:

41 Reviewed on:

42 Revised on:

1 _____ **School District**

2
3 **STUDENTS**

3431

4
5 Emergency Treatment

6
7 The Board recognizes that schools are responsible for providing first aid or emergency treatment
8 to a student in case of sudden illness, episode, or injury; however, further medical attention is the
9 responsibility of a parent or guardian.

10
11 The District requires that every parent or guardian provide a telephone number where a parent or
12 designee of a parent may be reached in case of an emergency.

13
14 When a student is injured, staff will provide immediate care and attention until relieved by a
15 superior, a nurse, or a doctor. The District will employ its normal procedures to address medical
16 emergencies without regard to the existence of a do not resuscitate (DNR) request. A principal
17 or designated staff member will immediately call a parent or parental designee so that the parent
18 may arrange for care or treatment of an injured student.

19
20 When a student develops symptoms of illness while at school, a responsible school official will
21 do the following:

22
23 Isolate the student from other children to a room or area segregated for that purpose;

24
25 Inform a parent or guardian as soon as possible about the illness and request the parent or
26 guardian pick up the child; and

27
28 Report each case of suspected communicable disease the same day by telephone to a
29 local health authority or as soon as possible thereafter if a health authority cannot be
30 reached the same day.

31
32 When a student exhibits behaviors or conduct of a nature that creates concern for the student's
33 safety or the safety of others, a responsible school official will isolate the student from other
34 children to a room or area segregated for that purpose. School officials may also utilize
35 techniques and strategies available under Policy 3305 and Policy 3310P.

36
37 When a parent or guardian cannot be reached, and it is the judgment of a principal or other
38 person in charge that immediate medical attention is required, an injured student may be taken
39 directly to a hospital. Once located, a parent or a guardian is responsible for continuing
40 treatment or for making other arrangements.

41
42 Cross Reference: Policy 2158 Parental and Family Engagement
43 Policy 3305 Seclusion and Restraint
44 Policy 3310P Risk Assessments
45 Policy 3410 Student Health
46

1	Legal Reference:	37.111.825 ARM	Health Supervision and Maintenance
2		§ 40-6-701, MCA	Parental Rights
3		§ 20-3-324(20), MCA	Powers and duties
4		20 U.S.C. 1232h(b)	General Provisions Concerning Education
5			
6			

7 Policy History:

8 Adopted on:

9 Reviewed on:

10 Revised on:

**This form is to be completed by the appropriate employee(s) as soon as possible after an accident occurs.
Please Print or Type.**

Claimant's Name _____		_____	_____	_____
		<i>Last Name</i>	<i>First Name</i>	<i>Middle Initial</i>
Claimant's Address _____				
		<i>City</i>	<i>State</i>	<i>ZIP Code</i>
Claimant's ID # _____		Home Phone Number (____) _____		
Claimant's Age _____	Date of Birth _____	Sex _____	Grade _____	
Parent's Name (if student) _____		Work Phone Number (____) _____		

Nature of Injury		Place of Accident		Body Part Injured		
<input type="checkbox"/> Scratch	<input type="checkbox"/> Concussion	<input type="checkbox"/> Classroom	<input type="checkbox"/> Gymnasium	<input type="checkbox"/> Ankle	<input type="checkbox"/> Foot	<input type="checkbox"/> Leg
<input type="checkbox"/> Fracture	<input type="checkbox"/> Head Injury	<input type="checkbox"/> Hallway	<input type="checkbox"/> Parking Lot	<input type="checkbox"/> Arm	<input type="checkbox"/> Face	<input type="checkbox"/> Nose
<input type="checkbox"/> Bruise	<input type="checkbox"/> Sprain/Strain	<input type="checkbox"/> Bathroom	<input type="checkbox"/> Sidewalk	<input type="checkbox"/> Back	<input type="checkbox"/> Finger	<input type="checkbox"/> Teeth
<input type="checkbox"/> Burn	<input type="checkbox"/> Cut/Puncture	<input type="checkbox"/> Cafeteria	<input type="checkbox"/> Stairs	<input type="checkbox"/> Neck	<input type="checkbox"/> Hand	<input type="checkbox"/> Wrist
<input type="checkbox"/> Dislocation	<input type="checkbox"/> Bite	<input type="checkbox"/> Playground	<input type="checkbox"/> Athletic Field	<input type="checkbox"/> Eye	<input type="checkbox"/> Knee	<input type="checkbox"/> Shoulder
<input type="checkbox"/> Other		<input type="checkbox"/> Other		<input type="checkbox"/> Other		

Date _____

1 _____ **School District**

2
3 **STUDENTS**

3440

4
5 Removal of Student During School Day

6
7 The Board recognizes its responsibility for the proper care of students during a school day. In
8 accordance with District procedures, only a duly authorized person may remove a student from
9 school grounds, any school building, or school function during a school day. A person seeking
10 to remove a student from school must present evidence satisfactory to the administrator of
11 having proper authority to remove the student. A teacher should not excuse a student from class
12 to confer with anyone, unless a request is approved by the administrator. The administrator will
13 establish procedures for removal of a student during a school day.
14
15

16
17 Policy History:

18 Adopted on:

19 Reviewed on:

20 Revised on:

1 _____ **School District**

2
3 **STUDENTS**

3440P

4
5 Removal of Student During School Day

6
7 Schools must exercise a high order of responsibility for the care of students while in school. The
8 removal of a student during the school day may be authorized in accordance with the following
9 procedures:

- 10
11 1. Law enforcement officers, upon proper identification, may remove a student from school
12 as provided in Policies 4410 and 4411.
13
14 2. Any other agencies must have a written administrative or court order directing the
15 District to give custody to them. However, employees of the Department of Public Health
16 and Human Services may take custody of a student under provisions of § 41-3-301,
17 MCA, without a court order. Proper identification is required before the student shall be
18 released.
19
20 3. A student shall be released to the custodial parent. When in doubt as to custodial rights,
21 school enrollment records must be relied upon, as the parents (or guardians) have the
22 burden of furnishing schools with accurate, up-to-date information.
23
24 4. The school should always check with the custodial parent before releasing the student to
25 a non-custodial parent.
26
27 5. Prior written authorization from the custodial parent or guardian is required before
28 releasing a student into someone else's custody, unless an emergency situation justifies a
29 waiver.
30
31 6. Police should be called if a visitor becomes disruptive or abusive.
32
33

34 Cross Reference: 4410 Relations With the Law Enforcement and Child Protective
35 Agencies
36 4411 Investigations and Arrests by Police
37
38

39 Policy History:

40 Adopted on:

41 Reviewed on:

42 Revised on:

1 **School District**

2
3 **STUDENTS**

3510

4
5 School-Sponsored Student Activities

6
7 This policy shall be made available to all interested individuals upon request and posted on the
8 District's website. Parents and families shall be provided information about the nature and
9 purpose of student clubs and groups meeting at the school and methods to consent to
10 participation or opt out of participation consistent with parent/family rights.
11

12 1. Student Organizations:

- 13
14 a. All curricular student clubs or organizations must be approved by the
15 administration. Secret or clandestine organizations or groups will not be
16 permitted.
17 b. Bylaws and rules of curricular student clubs or organizations must not be contrary
18 to Board policy or to administrative rules and regulations.
19 c. Procedures in curricular student clubs or organizations must follow generally
20 accepted democratic practices in the acceptance of members and nomination and
21 election of officers.
22 d. Student led and initiated non-curricular student groups may meet at school in
23 accordance with District Policy without the sponsorship of the School District.
24

25 2. Social Events

- 26
27 a. Social events must have prior approval of the administration.
28 b. Social events must be held in school facilities unless approved by the Board.
29 c. Social events must be chaperoned at all times.
30 d. Attendance at high school social events and dances shall be limited to high school
31 students, and middle school social events shall be limited to middle school
32 students, unless prior permission is received from the principal.
33

34 3. Extracurricular Activities

- 35
36 a. Academic and behavior eligibility rules are established by MHSA rules and
37 District policy.
38 b. **Optional:** High School activities are for students enrolled in grades 8-12 or 9-12
39 consistent with MHSA rules.
40 c. **Optional:** The Board authorizes the administration to consider requests to approve
41 participation in high school activities by 8th grade students in consultation with
42 parents at the request of the advisor, or coach consistent with this policy and
43 MHSA rules. Additional coaches or chaperones may be required at the discretion
44 of the administration if middle school and high school students participating
45 together.

- d. Any student convicted of a criminal offense may, at the discretion of school officials, become ineligible for such a period of time as the school officials may decide.
- c. In establishing an interscholastic program, the Board directs the administration to:
 - i. Open all sports to all students enrolled in the District, with an equal opportunity for participation.
 - ii. Open all sports to residents of the school district and who is at least 5 years of age and not more than 19 on or before September 10 of the year in which participation in extracurricular activities is sought by such child in accordance with the provisions of this policy.
 - iii. Recommend sports activities based on interest inventories completed by the students.

4. Participation in District Extracurricular Activities by Unenrolled Children

- a. Any child identified in Section 3.c.ii of this policy who is attending a nonpublic or home school meeting the requirements of section 20-5-109:
 - i. Is eligible to seek to participate in any extracurricular activity of the District that is offered to pupils of the district who are of the same age.
 - ii. Is subject to the same standards for participation as those required of full-time pupils enrolled in the school and the same rules of any interscholastic organization of which the school of participation is a member as specified in Section 3.a. and 3.b. of this policy and any related student or activity handbook provisions.
 - iii. Will be assessed for purposes of placement, team formation and cuts using the same criteria as used for full-time pupils enrolled in the District.
- b. In cases where there is more than one school serving the same age group within District boundaries, a child under Section 4 of this policy shall be subject to the same school zone rules applicable to full-time pupils of the District. Participation for one school for one sport and another school for another sport is prohibited.
- c. The academic eligibility for extracurricular participation for a student attending a nonpublic school as specified under Section 4.a.ii of this policy shall be attested by the head administrator of the nonpublic school. No further verification shall be required.
- d. The academic eligibility for extracurricular participation for a student attending a home school as specified under Section 4.a.ii shall be attested in writing by the educator providing the student instruction with verification by the school principal for the school of participation. The verification may not include any form of student assessment.
- e. Students participating in extracurricular activities under Section 4 of this policy may be considered part-time enrollees for purposes of ANB in accordance with Policy 3150, 3121, and 3121P.

5. Designation of Athletic Teams

Unless otherwise prohibited by Policy 3210 or federal law, District sponsored athletic teams or sports designated for females, women, or girls may not be open to students who are biologically

1 of the male sex. District sponsored athletic teams or events may be designated as one of the
2 following based on biological sex in accordance with applicable MHSA rules, this Policy,
3 federal law, Policy 3210, or the provisions of Section 6 of Chapter 405 (2021):

- 4
5 a. males, men, or boys;
6 b. females, women, or girls; or
7 c. coed or mixed.
8

9 This section of this Policy is void 21 days after the date the United States Secretary of Education
10 files a written report with the proper committees of the United States House of Representatives
11 and the United States Senate as required by 34 CFR 100.8(c) due to the enforcement of Chapter
12 405 (2021).
13

14 Cross Reference: Policy 3150 Part Time Attendance
15 Policy 3121-3121P Enrollment and Attendance
16 Policy 3233 Student use of Buildings-Equal Access
17 Policy 3550 Student Clubs
18 Policy 2332 Religion and Religious Activities
19 Policy 3222 Distribution and Posting Materials
20 Policy 3233- Student Use of Buildings - Equal Access
21 Policy 4331 Use of School Property for Posting Notices
22

23 Legal Reference: §40-6-701(1) Parental Rights
24 Chapter 693 (2023) Parental Rights
25 34 CFR 100.8(c) Procedure for Effecting Compliance
26 *Bostock v. Clayton County Georgia*, 140 S.Ct. 1731 (2020)
27
28

29 Policy History:

30 Adopted on:

31 Reviewed on:

32 Revised on:

2
3 **STUDENTS**

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Page 1 of 2

4
5
6 Student Fees and Fines

7
8 Within the concept of free public education, the District will provide an educational program for
9 students as free of costs as possible.

10
11 Fees

12 The Board may require fees for actual cost of breakage and for excessive supplies used in
13 commercial, industrial arts, music, domestic science, science, or agriculture courses. The Board
14 may also charge a student a reasonable fee for any course or activity not reasonably related to a
15 recognized academic and educational goal of the District or for any course or activity taking
16 place outside normal school functions. The Board may waive fees in cases of financial hardship.

17
18 The Board delegates authority to the Superintendent to establish appropriate fees and procedures
19 governing collection of fees and asks the Superintendent to make annual reports to the Board
20 regarding fee schedules. The Board also may require fees for actual cost of breakage and for
21 excessive supplies used in commercial, industrial arts, music, domestic science, science, or
22 agriculture courses.

23
24 Fines

25 The District holds a student responsible for the cost of replacing materials or property that are
26 lost or damaged because of negligence. A building administrator will notify a student and parent
27 regarding the nature of violation or damage, how restitution may be made, and how an appeal
28 may be instituted.

29
30 Withholding and Transferring Records for Unpaid Fines or Fees

31 The District may not refuse to transfer files to another district because a student owes fines or
32 fees. The District may not withhold the school schedule of a student because the student owes
33 fines or fees. The District may withhold the grades, diploma, or transcripts of a current or former
34 student who is responsible for the cost of school materials or the loss or damage of school
35 property until the student or the student's parent or guardian pays the owed fines or fees.

36
37 In the event a student is responsible for the cost of school materials or the loss or damage of
38 school property transfers to another school district in the state and the District has decided to
39 withhold the student's grades, diploma, or transcripts from the student and the student's parent or
40 guardian, the District shall:

- 41 1. upon receiving notice that the student has transferred to another school district in the
42 state, notify the student's parent or guardian in writing that the school district to which
43 the student has transferred will be requested to withhold the student's grades, diploma, or
44 transcripts until any obligation has been satisfied;
45 2. forward appropriate grades or transcripts to the school district to which the student has
46 transferred.

3. at the same time, notify the school district to which the student has transferred of any financial obligation of the student and request the withholding of the student's grades, diploma, or transcripts until any obligations are met;
4. when the student or the student's parent or guardian satisfies the obligation, inform the school district to which the student has transferred.

A student or parent may appeal the imposition of a charge for damages to the Superintendent and to the Board.

Legal reference: § 20-1-213 (3), MCA Transfer of school records
 § 20-5-201(4), MCA Duties and sanctions
 § 20-7-601, MCA Free textbook provisions
 § 20-9-214, MCA Fees

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

2
3 **STUDENTS**

3530

4
5 Student Fund-Raising Activities

6
7 The Board acknowledges that the solicitations of funds from students, staff, and citizens must be
8 limited since students are a captive audience and since solicitation can disrupt the program of the
9 schools. Solicitation and collection of money by students for any purpose, including the
10 collection of money by students in exchange for tickets, papers, magazine subscriptions, or for
11 any other goods or services for the benefit of an approved school organization, may be permitted
12 by the Superintendent, providing that the instructional program is not adversely affected.
13
14
15

16 Policy History:

17 Adopted on:

18 Reviewed on:

19 Revised on:

1 _____ **School District**

2
3 **STUDENTS**

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page 1 of 3

4
5 Student Clubs

6
7 The Board recognizes that student clubs are a helpful resource for schools and supports their
8 formation. Student clubs must complete an application process. The Superintendent or designee
9 is delegated the authority to approve or deny club applications.

10
11 This policy shall be made available to all interested individuals upon request and posted on the
12 District's website. Parents and families shall be provided information about the nature and
13 purpose of student clubs and groups meeting at the school and methods to consent to
14 participation or opt out of participation consistent with parent/family rights.

15
16 Curricular Student Clubs

17
18 The Board of Trustees authorize the administration to approve and recognize curricular student
19 clubs or organizations in a manner consistent with this policy and administrative procedure.
20 Curricular Student clubs are those approved student clubs that directly relate to the body of
21 courses offered by the school. Curricular student clubs that are recognized by the District are
22 permitted to use District facilities, use the District's name, a District school's name, or a District
23 school's team name or any logo attributable to the District, and raise and deposit funds with the
24 District.

25
26 In order for the administration to approve and recognize a curricular student club the group must
27 submit an application to the building administrator containing the following:

- 28
29 1. The organization's name and purpose.
30
31 2. The portion of the curriculum that forms the basis of the club. The portion of the
32 curriculum that forms the basis of the club or the course offered at the school enhanced
33 by the club's functions. This step is required for consideration as a curricular club.
34 Applications that do not satisfy this step may be permitted to meet at the school as a non-
35 curricular student group.
36
37 3. The staff employee designated to serve as the group's advisor.
38
39 4. The rules and procedures under which it operates.
40
41 5. A statement that the membership will adhere to applicable Board policies and
42 administrative procedures.
43

44 The administration will report to the Board when new curricular student clubs have been
45 approved and recognized.
46

1 Upon approval of a new curricular student club, the administration will notify the District clerk
2 so the group may have any funds raised for its operations so designated in accordance with the
3 District's financial practices.

4
5 Approved curricular student clubs will appear in the student handbook and other appropriate
6 district publications. Advisors of new student clubs may be eligible for a stipend in accordance
7 with applicable collective bargaining agreement provisions and available district resources.
8 Approved curricular student clubs may also have limited access as designated by the
9 administration to distribute messages through official communications of the district (e.g.
10 intercom announcements, district newsletters, group emails, etc.).

11 12 Career and Technical Student Curricular Clubs Performance Grants

13
14 The Board of Trustees authorizes approved chapters of the follow Career and Technical Student
15 Curricular Clubs within the District to apply for performance grants distributed by the Office of
16 Public Instruction in accordance with Section 20-7-320, MCA:

- 17
18 (a) Montana HOSA: future health professionals;
19 (b) Montana BPA (business professionals of America);
20 (c) Montana DECA (distributive education clubs of America);
21 (d) Montana FFA (future farmers of America);
22 (e) Montana TSA (technology student association);
23 (f) skillsUSA Montana; and
24 (g) Montana FCCLA (family, career and community leaders of America).

25
26 Any application submitted under this provision shall be reviewed and approved prior to
27 submission by the club advisor, building principal, and superintendent or designee.

28 29 Non-Curricular Student Groups

30
31 Student-led and initiated groups of similar interests that do not meet the requirements to be an
32 approved curricular student club as outlined in this policy shall be designated as noncurricular
33 student groups. Noncurricular student groups include any student group that does not directly
34 relate to the body of courses offered by the District but has a regular meeting schedule and
35 established operational structure. District employees that are present at meetings in a supervisory
36 capacity are not eligible for a stipend. Student meetings must be supervised by an adult.
37 Employees or agents of the District that are present at student group meetings must only serve in
38 a supervisory capacity.

39
40 The District approves a limited open forum, within the meaning of that term as defined U.S.
41 Code § 4071, for non-curricular student groups to meet on school premises during non-
42 instructional time. Noncurricular student groups wishing to conduct a meeting within this
43 limited forum are subject to the following fair opportunity criteria, which shall be uniformly
44 administered consistent with 20 U.S. Code § 4071:

- 45 1. All such meetings must be voluntary and student-initiated;
46 2. There shall be no sponsorship of the meeting by the District or its agents or employees;

3. Employees or agents of the District that are present at religious meetings must be only in a nonparticipatory capacity;
4. All meetings must not materially and substantially interfere with the orderly conduct of educational activities within the District; and
5. Nonschool persons may not direct, conduct, control, or regularly attend activities of the non-curricular student groups.

Meeting is defined as a gathering of a group of students for the purposes of discussing group beliefs or engaging in group operations. An event that does not meet this definition will be required to comply with the Community Use of District Facilities Policy and Procedure.
Fundraising

Noncurricular student groups may post notice of gatherings in accordance with Policy 3222. Noncurricular student groups may be authorized by the administration to have the name of the school to appear as part of their group's name. A logo attributable to the school or District, the District's name, or the school's team name or mascot may not be used by a noncurricular group. The permission to post notice of gatherings or use the school name does not constitute sponsorship of the group by the District.

Informal Gatherings

Students are permitted to informally gather at the school in accordance with Policy 3233. Informal gatherings of students are not permitted to use the District's name, a District school's name, or a District school's team name or mascot, or any logo attributable to the District, and raise and deposit funds with the District. Informal student gatherings may not post notices or other materials in accordance with Policy 3222 but may request to post items in accordance with Policy 4331.

Financial Operations

All funds raised by recognized curricular student clubs are subject to applicable District policies regarding financial management. All funds raised by recognized curricular student clubs that are donated to the District become public funds when placed in a District account. All public funds must be monitored in accordance with state law. Deposits must be reviewed to ensure compliance with equity rules, amateur rules and appropriateness under district policy.

Funds spent by the District will be done in accordance with District purchase order policy and spending limits regardless of the source of the donation. All expenditures should be preapproved to ensure equity and auditing standards are met.

The administration is authorized to develop procedures to implement this policy.

Cross Reference: 2332 – Religion and Religious Activities
 3210 - Equal Education and Nondiscrimination
 3222 – Distribution and Posting Materials
 3233- Student Use of Buildings - Equal Access

1 4331 – Use of School Property for Posting Notices
2 Policy 2158 – Family Engagement and Involvement in Education
3 Policy 2132- Family Educational and Privacy Rights
4 Rights
5

6 Legal Reference: 20 U.S. Code § 4071 - Denial of equal access prohibited
7 Section 20-5-203, MCA – Secret Organization Prohibited
8 Section 20-7-320, MCA- Career and Technical Student Organizations
9 Section 40-6-701, MCA Fundamental Parental
10 Title 20, chapter 3, part 3 – Board of Trustees
11 §40-6-701(1) Parental Rights
12 Chapter 693 (2023) Parental Rights
13 Chapter 706 (2023) CTE Organization Grants
14
15

16 Policy History:

17 Adopted on:

18 Reviewed on:

19 Revised on:

_____ **SCHOOL DISTRICT STUDENT CLUB APPLICATION – POLICY 3550F**

_____ This application is for a new club _____ This application is to renew an existing club

This application is to request approval of a student club at _____ Public Schools. The application must be fully completed for the application to be considered. Incomplete or incorrectly prepared applications will not be considered. All applications will be considered in accordance with District Policy 3550 and District guidelines. Copies of the policy and guidelines can be obtained at: _____. Approved clubs that violate District Policy, Montana law or federal law are subject to suspension or termination.

Step 1. General Club Information and Bylaws, Charter, or Statement of Purpose

Proposed Club Name: _____

Proposed Club Supervisor Name: _____

Faculty supervisors do not sponsor or participate in non-curricular clubs; however, an adult supervisor must be present.

Step 2. Club's bylaws, charter, or statement of purpose.

Please attach any documents outlining the rules and procedures under which the club will operate. These documents may include but are not limited to bylaws, membership expectations, or a national charter. If the documents are not yet available, drafts may be attached, or a detailed statement of purpose can be provided until documents are available.

Step 3. Basis for Curriculum Related Status *(For consideration as a curricular club. Groups that do not satisfy this step may be permitted to operate as a non-curricular student group.)*

To be approved as a curricular club, the club must be based upon an aspect of the school's curriculum or the functions of the club must enhance a course offered at the school. Please attach a description of why the proposed club should be designated as a curricular club providing specific facts supporting such status.

Step 4. Time, frequency, location, and notice of anticipated club meetings and functions

Please attach a statement of the proposed use of school facilities, including at the specific areas or facilities of the school for which use is requested and the proposed nature of the use of those facilities. Attach or describe any examples of materials which the club plans to use to tell students about the club's existence or to invite students to join.

Step 5. Submission and Acknowledgement

By signing this application form the students and advisor acknowledge that the club's members and operations will adhere to applicable Board policies and administrative procedures governing curricular clubs.

Requesting Student

Date

Proposed Supervisor

Date

FOR SCHOOL DISTRICT USE ONLY

Application Received By: _____

Date: _____

Approved as Curricular Club By: _____

Date: _____

Operating as Non-Curricular Student Group By: _____

Date: _____

NOTES:

The administration will retain all records related to this application. The administration will report to the requesting students, advisor, and Board of Trustees when new curricular student clubs have been approved.

1 _____ **School District**

2
3 **STUDENTS**

3600

4
5 Student Records

6
7 School student records are confidential, and information from them will not be released other
8 than as provided by law. State and federal laws grant students and parents certain rights,
9 including the right to inspect, copy, and challenge school records.

10
11 The District will ensure information contained in student records is current, accurate, clear, and
12 relevant. All information maintained concerning a student receiving special education services
13 will be directly related to the provision of services to that child. The District may release
14 directory information as permitted by law, but parents will have the right to object to release of
15 information regarding their child. Military recruiters and institutions of higher education may
16 request and receive the names, addresses, and telephone numbers of all high school students,
17 unless the parent(s) notifies the school not to release this information.

18
19 The Superintendent will implement this policy and state and federal law with administrative
20 procedures. The Superintendent or designee will inform staff members of this policy and inform
21 students and their parents of it, as well as of their rights regarding student school records.

22
23 Each student's permanent file, as defined by the board of public education, must be permanently
24 kept in a secure location. Other student records must be maintained and destroyed as provided in
25 20-1-212, MCA.

26
27 Legal Reference: Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R.
28 99
29 § 20-1-212, MCA Destruction of records by school officer.
30 § 20-5-201, MCA Duties and sanctions
31 § 40-4-225, MCA Access to records by parent
32 10.55.909, ARM Student Records

33
34 Policy History:

35 Adopted on:

36 Reviewed on:

37 Revised on:

_____ School District

STUDENTS

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Student Records

Notification to Parents and Students of Rights Concerning a Student's School Records

This notification may be distributed by any means likely to reach the parent(s)/guardian(s).

The District will maintain two (2) sets of school records for each student: a permanent record and a cumulative record. The permanent record will include:

- Basic identifying information including name
- Academic work completed (transcripts)
- Level of achievement (grades, standardized achievement tests)
- Immunization records (per § 20-5-506, MCA)
- Attendance record
- Statewide student identifier assigned by the Office of Public Instruction
- Record of any disciplinary action taken against the student, which is educationally related

The cumulative record may include:

- Intelligence and aptitude scores
- Health and Psychological reports
- Participation in extracurricular activities
- Honors and awards
- Teacher anecdotal records
- Verified reports or information from non-educational persons
- Verified information of clear relevance to the student's education
- Information pertaining to release of this record
- Disciplinary information

The Family Educational Rights and Privacy Act (FERPA) affords parents/guardians and students over eighteen (18) years of age ("eligible students") certain rights with respect to the student's education records. They are:

1. **The right to inspect and copy the student's education records, within a reasonable time from the day the District receives a request for access.**

"Eligible" students, who are eighteen (18) years of age or older, have the right to inspect and copy their permanent record. Parents/guardians or "eligible" students should submit to the school principal (or appropriate school official) a written request identifying the record(s) they wish to inspect. The principal will make, within forty-five (45) days, arrangements for access and notify the parent(s)/ guardian(s) or eligible student of the time and place the records may be inspected. The District charges a nominal fee for

copying, but no one will be denied their right to copies of their records for inability to pay this cost.

The rights contained in this section are denied to any person against whom an order of protection has been entered concerning a student.

2. **The right to request amendment of the student's education records which the parent(s)/guardian(s) or eligible student believes are inaccurate, misleading, irrelevant, or improper.**

Parents/guardians or eligible students may ask the District to amend a record they believe is inaccurate, misleading, irrelevant, or improper. They should write the school principal or records custodian, clearly identifying the part of the record they want changed and specify the reason.

If the District decides not to amend the record as requested by the parent(s)/guardian(s) or eligible student, the District will notify the parent(s)/guardian(s) or eligible student of the decision and advise him or her of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent(s)/guardian(s) or eligible student when notified of the right to a hearing.

3. **The right to permit disclosure of personally identifiable information contained in the student's education records, except to the extent that FERPA or state law authorizes disclosure without consent.**

Disclosure is permitted without consent to school officials with legitimate educational or administrative interests. A school official is a person employed by the District as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the Board; a person or company with whom the District has contracted to perform a special task (such as contractors, attorneys, auditors, consultants, or therapists); volunteers; other outside parties to whom an educational agency or institution has outsourced institutional services or functions that it would otherwise use employees to perform; or a parent(s)/guardian(s) or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks.

A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

Upon request, the District discloses education records, without consent, to officials of another school district in which a student has enrolled or intends to enroll, as well as to any person as specifically required by state or federal law. Before information is released to individuals described in this paragraph, the parent(s)/guardian(s) will receive

written notice of the nature and substance of the information and an opportunity to inspect, copy, and challenge such records. The right to challenge school student records does not apply to: (1) academic grades of their child, and (2) references to expulsions or out-of-school suspensions if the challenge is made at the time the student's school student records are forwarded to another school to which the student is transferring.

Disclosure is also permitted without consent to: any person for research, statistical reporting, or planning, provided that no student or parent(s)/guardian(s) can be identified; any person named in a court order; and appropriate persons if the knowledge of such information is necessary to protect the health or safety of the student or other persons.

4. **The right to a copy of any school student record proposed to be destroyed or deleted.**
5. **The right to prohibit the release of directory information concerning the parent's/guardian's child.**

Throughout the school year, the District may release directory information regarding students, limited to:

Student's name
Address
Telephone listing
Electronic mail address
Photograph (including electronic version)
Video and audio recording (including electronic version)
Date and place of birth
Major field of study
Dates of attendance
Grade level
Enrollment status (e.g., undergraduate or graduate; full-time or part-time)
Participation in officially recognized activities and sports
Weight and height of members of athletic teams
Degrees
Honors and awards received
Most recent educational agency or institution attended

Any parent(s)/guardian(s) or eligible student may prohibit the release of all the above information by delivering written objection to the building principal within ten (10) days of the date of this notice. No directory information will be released within this time period, unless the parent(s)/guardian(s) or eligible student are specifically informed otherwise. When a student transfers, leaves the District, or graduates, the school must continue to honor a decision to opt-out, unless the parent or student rescinds the

decision.

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A parent or student 18 years of age or an emancipated student, may not opt out of directory information to prevent the district from disclosing or requiring a student to disclose their name [identifier, institutional email address in a class in which the student is enrolled] or from requiring a student to disclose a student ID card or badge that exhibits information that has been properly designated directory information by the district in this policy.

6. **The right to request that information not be released to military recruiters and/or institutions of higher education.**

Pursuant to federal law, the District is required to release the names, addresses, and telephone numbers of all high school students to military recruiters and institutions of higher education upon request.

Parent(s)/guardian(s) or eligible students may request that the District not release this information, and the District will comply with the request.

7. **The right to file a complaint with the U.S. Department of Education, concerning alleged failures by the District to comply with the requirements of FERPA.**

The name and address of the office that administers FERPA is:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202-4605

Policy History:

Adopted on:

Reviewed on:

Revised on:

Student Directory Information Notification

*Please sign and return this form to the school within ten (10) days of the receipt of this form **ONLY** if you do not want directory information about your child disclosed to third parties in accordance with the Family Educational Rights and Privacy Act (FERPA). If we receive no response by that date, we will disclose all student directory information at our discretion and/or in compliance with law.*

Date

Dear Parent/Eligible Student:

This document informs you of your right to direct the District to withhold the release of student directory information for _____.

Student's Name

Following is a list of items this District considers student directory information.
Please review School District Policy 3600P for complete information.

-Student's name -Address -Telephone listing -Electronic mail address -Photographs, Audio, Video -Date and place of birth -Major field of study -Dates of attendance -Grade level	-Enrollment status (e.g., undergraduate or graduate; full-time or part-time) -Participation in officially recognized activities and sports -Weight and height of members of athletic teams -Degrees -Honors and awards received -Most recent educational agency or institution attended
--	--

If you do NOT want directory information provided to any of the following while allow release to other entities, please check the appropriate box. If a form is returned without any box selected, no information will be provided to any entity.

- ☐ Institutions of Higher Education, ☐ Potential Employers, ☐ Armed Forces Recruiters,
☐ Government Agencies ☐ Other

NOTE: If information such as a student's name, grade level, or photograph, and other listed information is to be withheld, the student will not be included in the school's yearbook, program events, and similar School District publications or other statewide programs related to student safety, research, and scholarship. Please review School District Policy 3600P for complete information.

Parent/Eligible Student's Signature

Date

_____ **School District**

STUDENTS

3600P

Student Records

Maintenance of School Student Records

The District maintains two (2) sets of school records for each student – a permanent record and a cumulative record.

The permanent record will include:

- Basic identifying information including name
- Academic work completed (transcripts)
- Level of achievement (grades, standardized achievement tests)
- Immunization records (per § 20-5-406, MCA)
- Attendance record
- Statewide student identifier assigned by the Office of Public Instruction
- Record of any disciplinary action taken against the student, which is educationally related

Each student's permanent file, as defined by the board of public education, must be permanently kept in a secure location.

The cumulative record may include:

- Intelligence and aptitude scores
- Health and psychological reports
- Participation in extracurricular activities
- Honors and awards
- Teacher anecdotal records
- Verified reports or information from non-educational persons
- Verified information of clear relevance to the student's education
- Information pertaining to release of this record
- Disciplinary information
- Camera footage only for those students directly involved in the incident

Information in the permanent record will indicate authorship and date and will be maintained in perpetuity for every student who has been enrolled in the District. Cumulative records will be maintained for eight (8) years after the student graduates or permanently leaves the District. Cumulative records which may be of continued assistance to a student with disabilities, who graduates or permanently withdraws from the District, may, after five (5) years, be transferred to the parents or to the student if the student has succeeded to the rights of the parents.

The building principal will be responsible for maintenance, retention, or destruction of a student's permanent or cumulative records, in accordance with District procedure established by the Superintendent.

Access to Student Records

The District will grant access to student records as follows:

1
2 1. The District or any District employee will not release, disclose, or grant access to information
3 found in any student record except under the conditions set forth in this document.
4

5 2. The parents of a student under eighteen (18) years of age will be entitled to inspect and copy
6 information in the child's school records. Such requests will be made in writing and directed to
7 the records custodian. Access to the records will be granted within fifteen (15) days of the
8 District's receipt of such request. Parents are not entitled to records of other students. If a record
9 contains information about two students, information related to the student of the non-requesting
10 parent will be redacted from the record.
11

12 In situations involving a record containing video footage, a parent of a student whose record
13 contains the footage is allowed to view the footage contained in the record but is not permitted to
14 receive a copy unless the parents of the other involved students provide consent. The footage is
15 not a record of students in the background of the image or not otherwise involved in the
16 underlying matter.
17

18 Where the parents are divorced or separated, both will be permitted to inspect and copy the
19 student's school records, unless a court order indicates otherwise. The District will send copies
20 of the following to both parents at either one's request, unless a court order indicates otherwise:
21

- 22 a. Academic progress reports or records;
- 23 b. Health reports;
- 24 c. Notices of parent-teacher conferences;
- 25 d. School calendars distributed to parents/guardians; and
- 26 e. Notices about open houses and other major school events, including student-parent
27 interaction.
28

29 A student that attains the age of legal majority is an "eligible student" under FERPA. An eligible
30 student has the right to access and inspect their student records. An eligible student may not
31 prevent their parents from accessing and inspecting their student records if they are a dependent
32 of their parents in accordance with Internal Revenue Service regulations.
33

34 Access will not be granted to the parent or the student to confidential letters and
35 recommendations concerning admission to a post-secondary educational institution, applications
36 for employment, or receipt of an honor or award, if the student has waived his or her right of
37 access after being advised of his or her right to obtain the names of all persons making such
38 confidential letters or statements.
39

40 2. The District may grant access to or release information from student records without prior written
41 consent to school officials with a legitimate educational interest in the information. A school
42 official is a person employed by the District in an administrative, supervisory, academic, or
43 support staff position (including, but not limited to administrators, teachers, counselors,
44 paraprofessionals, coaches, and bus drivers), and the board of trustees. A school official may also
45 include a volunteer or contractor not employed by the District but who performs an educational
46 service or function for which the District would otherwise use its own employees and who is
47 under the direct control of the District with respect to the use and maintenance of personally
48 identifying information from education records, or such other third parties under contract with the
49 District to provide professional services related to the District's educational
50 mission, including, but not limited to, attorneys and auditors. A school official has a legitimate
51 educational interest in student education information when the official needs the information in

order to fulfill his or her professional responsibilities for the District. Access by school officials to student education information will be restricted to that portion of a student's records necessary for the school official to perform or accomplish their official or professional duties.

4. The District may grant access to or release information from student records without parental consent or notification to any person, for the purpose of research, statistical reporting, or planning, provided that no student or parent can be identified from the information released, and the person to whom the information is released signs an affidavit agreeing to comply with all applicable statutes and rules pertaining to school student records.
5. The District may grant release of a child's education records to child welfare agencies without the prior written consent of the parents.
6. The District will grant access to or release information from a student's records pursuant to a court order.
7. The District will grant access to or release information from any student record, as specifically required by federal or state statute.
8. The District will grant access to or release information from student records to any person possessing a written, dated consent, signed by the parent or eligible student, with particularity as to whom the records may be released, the information or record to be released, and reason for the release. One (1) copy of the consent form will be kept in the records, and one (1) copy will be mailed to the parent or eligible student by the Superintendent. Whenever the District requests consent to release certain records, the records custodian will inform the parent or eligible student of the right to limit such consent to specific portions of information in the records.
9. The District may release student records to the superintendent or an official with similar responsibilities in a school in which the student has enrolled or intends to enroll, upon written request from such official. School officials may also include those listed in #3 above.
10. Prior to release of any records or information under items 5, 6, 7, 8, and 9, above, the District will provide prompt written notice to the parents or eligible student of this intended action. This notification will include a statement concerning the nature and substance of the records to be released and the right to inspect, copy, and challenge the contents.
11. The District may release student records or information in connection with an emergency, without parental consent, if the knowledge of such information is necessary to protect the health or safety of the student or other persons. The records custodian will make this decision, taking into consideration the nature of the emergency, the seriousness of the threat to the health and safety of the student or other persons, the need for such records to meet the emergency, and whether the persons to whom such records are released are in a position to deal with the emergency. The District will notify the parents or eligible student, as soon as possible, of the information released, date of the release, the person, agency, or organization to whom the release was made, and the purpose of the release.
12. The District may disclose, without parental consent, student records or information to the youth court and law enforcement authorities, pertaining to violations of the Montana Youth Court Act or criminal laws by the student.
13. The District will comply with an *ex parte* order requiring it to permit the U.S. Attorney

General or designee to have access to a student's school records without notice to or consent of the student's parent(s)/guardian(s).

14. The District charges a nominal fee for copying information in the student's records. No parent or student will be precluded from copying information because of financial hardship.

15. A record of all releases of information from student records (including all instances of access granted, whether or not records were copied) will be kept and maintained as part of such records. This record will be maintained for the life of the student record and will be accessible only to the parent or eligible student, records custodian, or other person. The record of release will include:

- a. Information released or made accessible.
- b. Name and signature of the records custodian.
- c. Name and position of the person obtaining the release or access.
- d. Date of release or grant of access.
- e. Copy of any consent to such release.

Directory Information

The District may release certain directory information regarding students, except that parents may prohibit such a release. Directory information will be limited to:

- Student's name
- Address
- Telephone listing
- Electronic mail address
- Photograph (including electronic version)
- Video and audio recording (including electronic version)
- Date and place of birth
- Major field of study
- Dates of attendance
- Grade level
- Enrollment status (e.g., undergraduate or graduate; full-time or part-time)
- Participation in officially recognized activities and sports
- Weight and height of members of athletic teams
- Degrees
- Honors and awards received
- Most recent educational agency or institution attended

The notification to parents and students concerning school records will inform them of their right to object to the release of directory information. The School District will specifically include information about the missing children electronic directory photograph repository permitting parents or guardians to choose to have the student's photograph included in the repository for that school year; information about the use of the directory photographs if a student is identified as a missing child; and information about how to request the student's directory photograph be removed from the repository.

Military Recruiters/Institutions of Higher Education/Government Agencies

Pursuant to federal law, the District is required to release the names, addresses, and telephone numbers of all high school students to military recruiters and institutions of higher education upon request.

1
2 The Montana Superintendent of Public Instruction may release student information to the Montana
3 Commissioner of Higher Education and Montana Department of Labor and Industry for research purposes
4 after entering into agreement with Commissioner and Department. If the Superintendent of Public
5 Instruction offers a statewide assessment that serves as a college entrance exam, the student's personally
6 identifiable information may be released to colleges, state-contracted testing agencies, and scholarship
7 organizations with student consent.

8
9 The notification to parents and students concerning school records will inform them of their right to
10 object to the release of this information.

11 12 Student Record Challenges

13
14 The District shall give a parent or eligible student, on request, an opportunity for a hearing to challenge
15 content of the student's education records on the grounds that the information contained in the education
16 records is inaccurate, misleading, or in violation of the privacy rights of the student.

17
18 The hearing required by 34 C.F.R. 99.21 must meet, at a minimum, the following requirements:

- 19 • The District shall hold the hearing within a reasonable time after it has received the request for
20 the hearing from the parent or eligible student.
- 21 • The District shall give the parent or eligible student notice of the date, time, and place, reasonably
22 in advance of the hearing.
- 23 • The hearing may be conducted by any individual including an official of the District who does
24 not have direct interest in the outcome of the hearing.
- 25 • The District shall make its decision in writing within a reasonable amount of time after the
26 hearing.
- 27 • The decision must be based solely on the evidence presented at the hearing, and must include a
28 summary of the evidence and the reasons for the decision.

29
30 The parent or eligible student has:

- 31
32 • The right to present evidence and to call witnesses;
- 33 • The right to cross-examine witnesses;
- 34 • The right to counsel;
- 35 • The right to a written statement of any decision and the reasons therefor;

36
37 The parents may insert a written statement of reasonable length describing their position on disputed
38 information. The school will maintain the statement with the contested part of the record for as long as
39 the record is maintained and will disclose the statement whenever it discloses the portion of the record to
40 which the statement relates.

41
42 Legal Reference: Family Education Rights and Privacy Act, 20 U.S.C. § 1232g (2011); 34 C.F.R.
43 99 (2011), 34 C.F.R. 99.20-22
44 § 20-5-201, MCA Duties and sanctions
45 § 40-4-225, MCA Access to records by parent
46 § 41-3-201, MCA Reports
47 § 41-5-215, MCA Youth court and department records – notification of
48 school
49 § 20-7-104 Transparency and public availability of public school
50 performance data -- reporting-- availability for timely

1 use to improve instruction.
2 § 20-7-1317 Electronic Photo Repository
3 Title 40, Chapter 6, Part 7 Rights of Parents
4 10.55.909, ARM Student records
5 10.55.910, ARM Student Discipline Records
6
7
8

9 Policy History:

10 Adopted on:
11 Reviewed on:
12 Revised on:

STUDENTS

3606

Transfer of Student Records

The District will forward by mail or by electronic means a certified copy of a permanent or cumulative file of any student and a file of special education records of any student to a local educational agency or accredited school in which a student seeks to or intends to enroll within five (5) working days after receipt of a written or electronic request. The files to be forwarded must include education records in a permanent file – that is, name and address of a student, name of parent or legal guardian, date of birth, academic work completed, level of achievement (grades, standardized tests), immunization records, special education records, and any disciplinary actions taken against a student that are educationally related.

When the District cannot transfer records within five (5) days, the District will notify a requestor, in writing or electronically, and will provide reasons why the District is unable to comply with a five-(5)-day time period. The District also will include in that notice the date by which requested records will be transferred. The District will not refuse to transfer records because a student owes fines or fees.

Cross Reference:	3413	Student Immunization
	3600 - 3600P	Student Records
	3606F	Records Certification

Legal Reference:	§ 20-1-213, MCA	Transfer of school records
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Policy History:

Adopted on:

Reviewed on:

Revised on:

_____ **School District**

R

STUDENTS

3608

Receipt of Confidential Records

Pursuant to Montana law, the District may receive case records of the Department of Public Health and Human Services and its local affiliate, the county welfare department, the county attorney, and the court concerning actions taken and all records concerning reports of child abuse and neglect. The District will keep these records confidential as required by law and will not include them in a student's permanent file.

The Board authorizes the individuals listed below to receive information with respect to a District student who is a client of the Department of Public Health and Human Services:

-
-
-

When the District receives information pursuant to law, the Superintendent will prevent unauthorized dissemination of that information.

Cross Reference: 3600 - 3600P Student Records

Legal Reference: § 41-3-205, MCA Confidentiality – disclosure exceptions

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

2
3 **STUDENTS**

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page 1 of 2

4
5 Programs for At-Risk/Disadvantaged Students

6
7 The District will designate one (1) at-risk coordinator to collect and disseminate data regarding
8 dropouts in the District and to coordinate the District's program for students who are at high risk
9 of dropping out of school.

10
11 Each school year, the at-risk coordinator will prepare a dropout reduction plan that identifies:

- 12
13 1. The number of District students who dropped out in the preceding regular school term;
14
15 2. The number of students in grades 1-12 who are at risk of dropping out;
16
17 3. The District's dropout rate goal for the next school year;
18
19 4. The dropout reduction programs, resources, and strategies to be used during the school
20 year.

21
22 The Board will review and approve the plan and will make it available to the public.

23
24 The District is not required to prepare a dropout reduction plan if fewer than five percent (5%) of
25 its students are identified as "at risk" of dropping out.

26
27 At-Risk Students

28
29 In determining whether a student is at high risk of dropping out of school, the District will
30 consider the student's academic performance as well as whether the student is adjudged
31 delinquent; abuses drugs or alcohol; is a student of limited English proficiency; receives
32 compensatory or remedial education; is sexually, physically, or psychologically abused; is
33 pregnant; is a slow learner; enrolls late in the school year; stops attending school before the end
34 of the school year; is an underachiever; is unmotivated; or exhibits other characteristics that
35 indicate the student is at high risk of dropping out of school.

36
37 Programs and District Plan

38
39 The District will provide a remedial and support program for any student who is at risk of
40 dropping out of school.

41
42 The District will have a plan designed to retain students in a school setting. The District plan
43 will be the responsibility of the Superintendent or the designated at-risk coordinator and will:

- 44
45 1. Emphasize a comprehensive team approach that includes the Superintendent, principal,
46 parent/guardian, teacher, student, community service provider, business representative, or
47

others;

2. Include objectives designed to meet the identified needs of at-risk students and to retain those students in school;
3. Be designed to use community resources that are available to serve at-risk youth;
4. Provide for parental involvement, such as participation in developing student academic plans and training programs for parents; and
5. Provide for review of individual profiles for at-risk students.

The District plan may also:

1. Include alternatives; and
2. Provide for the referral of students who drop out to programs such as adult basic education, Job Training Partnership Act programs, or other options.

Policy History:

Adopted on:

Reviewed on:

Revised on:

2
3 **STUDENTS**

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4
5 Gangs and Gang Activity

6
7 The Board is committed to ensuring a safe and orderly environment, where learning and teaching
8 may occur void of physical or psychological disruptions, unlawful acts, or violations of school
9 regulations. Gang activities create an atmosphere of intimidation in the entire school community.
10 Both the immediate consequences of gang activity and the secondary effects are disruptive and
11 obstructive to the process of education and school activities. Groups of individuals which meet
12 the definition of gangs, defined below, shall be restricted from school grounds or school
13 activities.

14
15 A gang is defined as any group of two (2) or more persons, whether formal or informal, who
16 associate together to advocate, conspire, or commit:

- 17
18 A. One or more criminal acts; or
19
20 B. Acts which threaten the safety or well-being of property or persons, including but not
21 limited to harassment and intimidation.

22
23 Students on school property or at any school-sponsored activity shall not:

- 24
25 1. Wear, possess, use, distribute, or sell any clothing, jewelry, emblem, badge, symbol, sign,
26 or other items which are evidence of membership in or affiliation with any gang and/or
27 representative of any gang;
28
29 2. Engage in any act, whether verbal or nonverbal, including gestures or handshakes,
30 showing membership in or affiliation with any gang and/or that is representative of any
31 gang; or
32
33 3. Engage in any act furthering the interest of any gang or gang activity, including but not
34 limited to:
35
36 a. Soliciting membership in or affiliation with any gang;
37
38 b. Soliciting any person to pay for protection or threatening another person,
39 explicitly or implicitly, with violence or with any other illegal or prohibited act;
40
41 c. Painting, writing, or otherwise inscribing gang-related graffiti, messages,
42 symbols, or signs on school property;
43
44 d. Engaging in violence, extortion, or any other illegal act or other violation of
45 school property.
46

Violations of this policy shall result in disciplinary action, up to and including suspension, expulsion, and/or notification of police.

Legal Reference: § 45-8-405, MCA
 § 45-8-406, MCA

Pattern of criminal street gang activity
Supplying of firearms to criminal street gang

Policy History:

Adopted on:

Reviewed on:

Revised on:

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3612

page 1 of 2

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

General

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

The District expects all students to take responsibility for appropriate and lawful use of this access, including good behavior online. The District may withdraw student access to its equipment, network and to the Internet when any misuse occurs. District teachers and other staff will make reasonable efforts to supervise use of equipment, network, and Internet access; however, student cooperation is vital in exercising and promoting responsible use of this access.

Curriculum

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

Acceptable Uses

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

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

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

Warranties/Indemnification

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

Violations

Violation of this policy will result in a loss of access and may result in other disciplinary or legal action. The principal will make all decisions regarding whether a user has violated this policy and any related rules or regulations and may deny, revoke, or suspend access at any time, with that decision being final.

Policy History:

Adopted on:

Reviewed on:

Revised on:

STUDENT INTERNET ACCESS AND EQUIPMENT USE CONDUCT AGREEMENT

Every student, regardless of age, must read and sign below:

I have read, understand, and agree to abide by the terms of the _____ School District's policy regarding District-Provided Access to Electronic Information, Services, Equipment, and Networks (Policy No. 3612). Should I commit any violation or in any way misuse my access to the District's equipment, computer network and/or the Internet, I understand and agree that my access privilege may be revoked and school disciplinary action may be taken against me including payment of costs associated with damaged equipment.

User's Name (Print): _____ Home Phone: _____
User's Signature: _____ Date: _____
Address: _____

Parent or Legal Guardian. (If applicant is under 18 years of age, a parent/legal guardian must also read and sign this agreement.) As the parent or legal guardian of the above-named student, I have read, understand, and agree that my child shall comply with the terms of the District's policy regarding District-Provided Access to Electronic Information, Services, Equipment, and Networks for the student's access to the District's equipment computer network and/or the Internet. I understand that access is being provided to the students for educational purposes only. However, I also understand that it is impossible for the school to restrict access to all offensive and controversial materials and understand my child's responsibility for abiding by the policy. I am signing this Agreement and agree to accept full responsibility for supervision of my child's use of his/her equipment and access account if and when such access is not in the school setting. I hereby give my child permission to use the building-approved account to access the District's computer network and the Internet. I understand any negligence arising out of my student's use of equipment or networks shall be attributed to me as comparative negligence within the meaning of Section 27-1-702, MCA. I further accept that any costs to repair or replace damages to equipment or networks in accordance Section 20-5-201, MCA

Parent/Legal Guardian (Print): _____
Signature: _____
Home Phone: _____ Address: _____
Date: _____

This Agreement is valid for the _____ school year only.

STUDENTS

3612P

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

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

Terms and Conditions

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

- i. Posting material authored or created by another, without his/her consent;
 - j. Posting anonymous messages;
 - k. Using the equipment or network for commercial or private advertising;
 - l. Accessing, submitting, posting, publishing, or displaying any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, harassing, or illegal material; and
 - m. Using the equipment or network while access privileges are suspended or revoked.
4. Network Etiquette – The user is expected to abide by the generally accepted rules of network etiquette. These include but are not limited to the following:
- a. Be polite. Do not become abusive in messages to others.
 - b. Use appropriate language. Do not swear or use vulgarities or any other inappropriate language.
 - c. Do not reveal personal information, including the addresses or telephone numbers, of students or colleagues.
 - d. Recognize that electronic mail (e-mail) is not private. People who operate the system have access to all mail. Messages relating to or in support of illegal activities may be reported to the authorities.
 - e. Do not use the network in any way that would disrupt its use by other users.
 - f. Consider all communications and information accessible via the network to be private property.
5. No Warranties – The District makes no warranties of any kind, whether expressed or implied, for the service it is providing. The District will not be responsible for any damages the user suffers. This includes loss of data resulting from delays, non-deliveries, missed deliveries, or service interruptions caused by its negligence or the user's errors or omissions. Use of any information obtained via the Internet is at the user's own risk. The District specifically denies any responsibility for the accuracy or quality of information obtained through its services.

6. Indemnification – The user agrees to indemnify the District for any losses, costs, or damages, including reasonable attorney fees, incurred by the District, relating to or arising out of any violation of these procedures.
7. Security – Network security is a high priority. If the user can identify a security problem on the Internet, the user must notify the system administrator or building principal. Do not demonstrate the problem to other users. Keep your account and password confidential. Do not use another individual’s account without written permission from that individual. Attempts to log on to the Internet as a system administrator will result in cancellation of user privileges. Any user identified as a security risk may be denied access to the network.
8. Vandalism – Vandalism will result in cancellation of privileges, and other disciplinary action. Vandalism is defined as any malicious attempt to harm or destroy equipment, data of another user, the Internet, or any other network. This includes but is not limited to uploading or creation of computer viruses.
9. Telephone Charges – The District assumes no responsibility for any unauthorized charges or fees, including telephone charges, long-distance charges, per-minute surcharges, and/or equipment or line costs.
10. Copyright Web Publishing Rules – Copyright law and District policy prohibit the republishing of text or graphics found on the Web or on District Websites or file servers, without explicit written permission.
 - a. For each republication (on a Website or file server) of a graphic or text file that was produced externally, there must be a notice at the bottom of the page crediting the original producer and noting how and when permission was granted. If possible, the notice should also include the Web address of the original source.
 - b. Students and staff engaged in producing Web pages must provide library media specialists with e-mail or hard copy permissions before the Web pages are published. Printed evidence of the status of “public domain” documents must be provided.
 - c. The absence of a copyright notice may not be interpreted as permission to copy the materials. Only the copyright owner may provide the permission. The manager of the Website displaying the material may not be considered a source of permission.
 - d. The “fair use” rules governing student reports in classrooms are less stringent and permit limited use of graphics and text.

- e. Student work may only be published if there is written permission from both the parent/guardian and the student.

Internet Safety

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

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

Procedure History:

Adopted on:

Reviewed on:

Revised:

1 _____ **School District**

2
3 **STUDENTS**

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4
5 Cell Phones and Other Electronic Equipment

6
7 Option 1

8
9 Students may use cellular phones, pagers, and other electronic signaling devices on campus at
10 any time, so long as this use does not violate any Board policies or procedures or violate the
11 rights of any individuals.

12
13 Option 2

14
15 Student possession and use of cellular phones, pagers, and other electronic signaling devices on
16 school grounds, at school-sponsored activities, and while under the supervision and control of
17 District employees is a privilege which will be permitted only under the circumstances described
18 herein. At no time will any student operate a cell phone or other electronic device with video
19 capabilities in a locker room, bathroom, or other location where such operation may violate the
20 privacy right of another person.

21
22 Students may use cellular phones, pagers, and other electronic signaling devices on campus
23 before school begins and after school ends. Students in grades 9-12 may also use such devices
24 during the lunch period. These devices must be kept out of sight and turned off during the
25 instructional day. Unauthorized use of such devices disrupts the instructional program and
26 distracts from the learning environment. Therefore, unauthorized use is grounds for confiscation
27 of the device by school officials, including classroom teachers. Confiscated devices will be
28 returned to the parent or guardian. Repeated unauthorized use of such devices will result in
29 disciplinary action.

30
31 Option 3

32
33 Students may not use cellular phones, pagers, and other electronic signaling devices on campus
34 at any time. Building-level administrators may grant permission for individual students to use
35 and/ or possess cellular phones, if, in the sole discretion of the administrator, such use is
36 necessary to the safety and/or welfare of the student.

37
38
39
40 Policy History:

41 Adopted on:

42 Reviewed on:

43 Revised on:

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3 **STUDENTS**

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4
5
6 Pupil Online Personal Information Protection

7
8 Compliance

9 The School District will comply with the Montana Pupil Online Personal Information Protection
10 Act. The School District shall execute written agreements with operators who provide online
11 applications for students and employees in the school district. The School District will execute
12 written agreements with third parties who provide digital educational software or services,
13 including cloud-based services, for the digital storage, management, and retrieval of pupil
14 records. The written agreements will require operators and third parties to the School District for
15 K-12 purposes or the delivery of student or educational services to comply with Montana and
16 federal law regarding protected student information. All pupil records accessed by the operator
17 or third party during the term of the agreement or delivery of service to the application will
18 continue to be the property of and under the control of the school district.
19

20 Operators of Online Applications

21 Operators providing online applications to the School District shall not target advertising to
22 students, sell student information, or otherwise misuse student information. Operators shall not
23 use information to amass a profile about a pupil, except in furtherance of K-12 school
24 purposes. Operators shall not sell a pupil's information, including protected information unless
25 authorized by law. Operators shall not disclose protected information unless the disclosure is
26 made in accordance with School District policy, state or federal law, or with parent consent.
27 Operators shall implement and maintain reasonable security procedures and practices appropriate
28 to the nature of the protected information and safeguard that information from unauthorized
29 access, destruction, use, modification, or disclosure. Operators shall delete a pupil's protected
30 information if the school or district requests the deletion of data under the control of the school
31 or district.
32

33 Third Parties Providing Software and Services

34 Third parties providing digital education software and services to the School District shall certify
35 that pupil records will not be retained or available to the third party upon completion of the terms
36 of the agreement. Furthermore, third parties shall not use any information in pupil records for
37 any purpose other than those required or specifically permitted by the agreement with the
38 operator. Third parties shall not use personally identifiable information in pupil records to
39 engage in targeted advertising.
40

41 Third parties providing digital education software and services to the School District shall
42 provide a description of the means by which pupils may retain possession and control of their
43 own pupil-generated content. Third parties shall provide a description of the procedures by
44 which a parent, legal guardian, or eligible pupil may review personally identifiable information
45 in the pupil's records and correct erroneous information. Third parties shall provide a description
46 of the actions the third party will take, including the designation and training of responsible

individuals, to ensure the security and confidentiality of pupil records. Third parties shall provide a description of the procedures for notifying the affected parent, legal guardian, or pupil if 18 years of age or older in the event of an unauthorized disclosure of the pupil's records;

Failure to Comply and Legal Review

An operator's or third party's failure to honor the law, agreement or School District policy will result in termination of services. The School District will report any operator who fails to honor the law to the appropriate authorities for criminal prosecution.

All contracts and agreements executed under this agreement will be reviewed by the School District's legal counsel.

Cross Reference: 3600 Student Records
 3650F Model Agreement

Legal Reference: Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. 99
 Montana Pupil Online Personal Information Protection Act, Title 20, chapter 7, part 13, MCA

Policy History:

Adopted on:

Reviewed on:

Revised on:

Montana Data Privacy Agreement

For use with vendors providing student record management services and online applications utilized to deliver services to students.

This agreement assists Montana public school districts in complying with the Montana Pupil Online Personal Information Protection Act. The agreement, if executed, will constitute a legally binding contract between the district and the vendor. As with any legal contract, school districts should consult with legal counsel prior to execution to ensure the provisions comply with Montana student privacy laws, reflect the terms the district has agreed upon, and protects the school district's interests. If the vendor or the school district have requested changes to this agreement, those amendments should be reviewed by legal counsel. Legal assistance is available from the Montana School Boards Association at (406)442-2180.

I. PARTIES:

The parties to this Agreement are the _____ School District (hereinafter "District") and _____ (hereinafter "Contractor" or "Contractor").

II. PURPOSE:

District retains Contractor to provide the following services on behalf of the District: Provide technology services, including cloud-based services, for the digital storage, management, and retrieval of pupil records; provide digital educational software that authorizes a third-party provider of digital educational software to access, store, and use pupil records in accordance with the provisions of this contract. Contractor shall be free from control and direction over the performance of the services, both under this Agreement and in fact. Except as limited herein, Contractor shall have and exercise full professional discretion as to the details of performance.

III. TERM OF AGREEMENT, NO GUARANTEE OF WORK, NON-

EXCLUSIVITY: This Agreement shall begin on the date of signature and shall run for _____ years and shall expire on _____, 20____, unless terminated earlier by mutual agreement of the parties. This Agreement shall not be construed as any guarantee of work or assignments to Contractor. Contractor shall be contacted on an "as-needed" basis by District, with no obligation by District to use Contractor for any specified number of projects. Contractor shall have no expectation of renewal of this Agreement and shall not be entitled to continue to contract with or perform services for the District beyond the expiration of this Agreement. This Agreement is non-exclusive, meaning that both Contractor and District may contract with any other party for the procurement or provision of services without interference.

IV. DEFINITIONS:

“Data” include all Personally Identifiable Information (“PII”) and other non-public information including protected information as defined by Montana law. Data include, but are not limited to, student data, metadata, and user content.

Protected information may be created or provided by a pupil, or the pupil's parent or legal guardian, to an operator in the course of the pupil's, parent's, or legal guardian's use of the operator's K-12 online application or created or provided by an employee or agent of a school district to an operator in the course of the employee's or agent's use of the operator's K-12 online application; or gathered by an operator through the operator's K-12 online application. The term “protected information” includes but is not limited to:

- (i) information in the pupil's educational record or e-mail messages;
- (ii) first and last name, home address, telephone number, e-mail address, or other information that allows physical or online contact;
- (iii) discipline records, test results, special education data, juvenile dependency records, grades, or evaluations;
- (iv) criminal, medical, or health records;
- (v) social security number;
- (vi) biometric information;
- (vii) disability;
- (viii) socioeconomic information;
- (ix) food purchases;
- (x) political affiliation;
- (xi) religious information; or
- (xii) text messages, documents, pupil identifiers, search activity, photos,

voice recordings, or geolocation information.

“Confidential Information” means information, not generally known, and proprietary to the Contractor or the School District or to a third party for whom the Contractor or the School District is performing work, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of the Contractor or the School District. Confidential Information includes all information which Contractor or the School District acquires or becomes acquainted with during the period of this Agreement, whether developed by Contractor, the School District or others, which Contractor or the School District has a reasonable basis to believe to be Confidential, such as data that is personally identifiable to an individual student and information within the definition of “Education Record.” The parties agree that the following will be treated as “Confidential Information”: (i) all database information (“Data”) provided by or on behalf of the School District to Contractor; (ii) all information provided by Contractor to the School District pertaining to the Services; (iii) all information which is labeled as such in writing and prominently marked as “Confidential,” “Proprietary” or words of similar meaning by either party; or (iv) business information of a party which a reasonable person would understand under the circumstances to be confidential.

V. WORK PRODUCT – OWNERSHIP:

Unless otherwise noted in this agreement, all work product completed in whole or in part under this Agreement, including but not limited to records, reports, documents, pleadings, exhibits and other materials related to this Agreement and/or obtained or prepared by, or supplied to Contractor in connection with the performance of the services contracted for herein shall be confidential, shall not be discussed or otherwise disseminated by Contractor without the authorization of District, and shall remain the exclusive property of District. Contractor shall return all such work product to District upon termination or expiration of this Agreement. Contractor further agrees to supply a copy of all documents prepared or maintained in an electronic format to District in such electronic format.

Nothing contained in this Agreement or inferable from this Agreement shall be deemed or construed to: 1) make Contractor the agent, servant or employee of the School District; or 2) create any partnership, joint venture, or other association between the School District and Contractor. Any direction or instruction by the School District or any of its authorized representatives in respect of the work shall relate to the results the School District desires to obtain from the work, and shall in no way affect Contractor's or OPERATOR's independent status.

Contractor shall not use the image or likeness of the School District's buildings or the School District's official logo or emblem and any other trademark, service mark, or copyrighted or otherwise protected information of the School District, without the School District's prior written consent. Contractor shall not have any authority to advertise or claim that the School District endorses Contractor's or OPERATOR's services, without the School District's prior written consent.

VI. MONTANA PUPIL ONLINE PERSONAL INFORMATION PROTECTION ACT

In accordance with the Montana Pupil Online Personal Information Protection Act, pupil records continue to be the property of and under the control of the school district. Contractor is prohibited from using any information in pupil records for any purpose other than those required or specifically permitted by this Agreement. Contractor is specifically prohibited from using personally identifiable information in pupil records to engage in targeted advertising.

By executing this Agreement, Contractor certifies that pupil records will not be retained or available upon completion of the terms of the Agreement. Upon completion of this Agreement, Contractor will provide written certification to the School District pupil records are no longer held, possessed or otherwise available to Contractor or its employees, agents, or subcontractors. This requirement does not apply to pupil-generated content if a pupil chooses to establish or maintain an account with the third party for the purpose of storing that content.

Parents, guardians and eligible pupils have the right to inspect the personal information held by the Contractor. Parents, guardians, or pupils should

submit to the school principal written request identifying the information they wish to inspect. The principal will make arrangements for access and notify the requesting party of the time and place the information may be inspected. Contractor will cooperate with the School District to accommodate any inspection request. The rights contained in this section are denied to any person against whom an order of protection has been entered concerning a student.

Parents/guardians or eligible pupils may ask the School District to amend a personal information held by the Contractor they believe is inaccurate, misleading, irrelevant, or improper. They should write the school principal clearly identifying the part of the record they want changed and specify the reason. Contractor will cooperate with the School District to accommodate any amendment request.

If the District decides not to amend the record as requested by the parent(s)/guardian(s) or eligible student, the District will notify the parent(s)/guardian(s) or eligible pupil of the decision and advise him or her of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent(s)/guardian(s) or eligible student when notified of the right to a hearing.

Parents/guardians or eligible pupils may ask the School District to transfer possession of personal information held by the Contractor to the pupil. Parents, guardians, or pupils should submit to the school principal written request identifying the information they wish to transfer. Contractor will cooperate with the School District to accommodate any transfer request including providing options by which a pupil may transfer pupil-generated content to a pupil's personal account.

Contractor designates _____, as the primary employees responsible to ensure the security and confidentiality of pupil records. By signing this agreement, Contractor certifies that designated employees have completed training in pupil information security and confidentiality. Documentation of this training including its scope, duration, and date of completion will be provided to the School District upon request. Compliance with this requirement does not, in itself, absolve the third party of liability in the event of an unauthorized disclosure of pupil records.

Contractor will immediately provide written notification to the School District of any unauthorized disclosure of pupil information. Contractor will coordinate with the School District to notify the parent, legal guardian, or pupil affected by an unauthorized disclosure of the pupil's records.

VII. CONFIDENTIALITY SAFEGUARDS:

Contractor will collect and use the School District's Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement.

If Contractor will have access to "education records" as defined under the Family Educational Rights and Privacy Act (FERPA) (34 CFR Part 99), the Contractor acknowledges that for the purpose of this Agreement it will be designated as a 'school official' with 'legitimate educational interests' and will use the data only for the purpose of fulfilling its duties under this Agreement. Contractor agrees to indemnify and hold harmless the Board of Trustees of the School District for any damages or costs, including reasonable attorney's fees, which arise out of any gross negligence or willful misconduct by Contractor, its agents and employees concerning its FERPA obligations under this section.

In performing services under this Agreement, Contractor and the School District may be exposed to and will be required to use certain "Confidential Information", as defined below. Contractor and the School District along with their employees, agents or representatives will not, use, directly or indirectly, such Confidential Information for purposes other than the purposes outlined in this Agreement.

Any Confidential Information acquired or received by either party (the "Recipient") in the course of this Agreement will not be disclosed or transferred to any person or entity other than to employees of a party and, as to Contractor, for the purpose of performing its obligations under this Agreement. Confidential Information received under this Agreement will be treated with the same degree of care and security as each party uses with respect to its own Confidential Information, but not less than a reasonable degree of care. The parties agree to use Confidential Information only for the purpose of performance of this Agreement and to make no copies except as

necessary for performance of this Agreement. Any such confidential information and copies thereof made by a party, or any representative of a party, shall be completely and promptly destroyed at the conclusion of contract performance subject to this Agreement

Upon termination or completion of the Services hereunder, upon request of the School District, Contractor will delete the School District's Confidential Information as housed in the Contractor production database(s), provided that Contractor may maintain archival copies for audit purposes and dispute resolution purposes and Contractor may retain copies of Confidential Information on back-up media in which such Data is co-resident with other employment and income data. Contractor shall remain under its contractual obligation of confidentiality and security to the School District and such obligations shall survive termination of the Agreement. This Section shall survive the termination of this Agreement.

Contractor may use de-identified Data for product development, research, or other internal purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Contractor agrees not to attempt to re-identify de-identified Data.

Contractor is prohibited from mining the School District's Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited. Any and all forms of advertisement, directed towards children, parents, guardians, or District Employees will be strictly prohibited unless allowed with express written consent of the District. Contractor shall not use information to amass a profile about a pupil, except in furtherance of K-12 school purposes. Operators shall not sell a pupil's information to unauthorized third parties.

Contractor will not change how School District Data are collected, used, or shared under the terms of this Agreement in any way without advance notice to the School District. This Agreement is the entire agreement between the School District (including all District end users) and the Contractor. All other agreements or understandings, whether electronic, click-through, verbal or in writing, with District Employees or other End Users shall be null and void.

Contractor will not share School District data, with or disclose it to any third party, except to affiliated subcontractors, agents, or third-party service providers of the Contractor, without prior specific and informed written consent of the School District, except as required by law. Contractor will not post School District or specific student data to any searchable or publicly viewable website. Contractor shall not disclose protected information unless the disclosure is made in accordance with School District policy, state or federal law, or with parent consent. Contractor shall implement and maintain reasonable security procedures and practices appropriate to the nature of the protected information and safeguard that information from unauthorized access, destruction, use, modification, or disclosure in accordance with School District policy and this Agreement.

School District Data will not be stored outside of the United States without prior, specific and informed written consent from the School District.

All goods, products, materials, documents, reports, writings, video images, photographs, papers and intellectual property of any nature including software or computer images prepared by the Contractor (or subcontractors) for the School District or from School District-provided material will not be disclosed to any other person or entity and remains the property of the school system. All student-produced work remains the property of the school system or that eligible student. The Contractor has a limited, nonexclusive license to the data described herein solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give Contractor any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement, including any right to sell or trade Data.

Except as otherwise expressly prohibited by law, the Contractor will immediately notify the School District of any subpoenas, warrants, or other legal orders, demands or requests, including Audits, and governmental requests and demands, received by the Contractor seeking School District Data. If the School District receives a similar request, the Contractor will promptly supply the School District with copies of records or information required by the School District to respond.

Contractor will store and process School District Data in accordance with industry best practices. This includes appropriate administrative, physical,

and technical safeguards to: 1) ensure the security and confidentiality of PII and Confidential Information; 2) protect against any anticipated threats or hazards to the security or integrity of Confidential Information; 3) protect against unauthorized access to or use of Confidential Information that could result in substantial harm or inconvenience to any customer or to any School District employee and/or student; and 4) dispose of PII and Confidential Information in a secure manner.

VIII. DATA BREACHES:

Contractor shall notify the School District in writing as soon as commercially practicable, however no later than forty-eight (48) hours, after Contractor has either actual or constructive knowledge of a breach which affects the School District's Data (an "Incident") unless it is determined by law enforcement that such notification would impede or delay their investigation. Contractor shall have actual or constructive knowledge of an Incident if Contractor actually knows there has been an Incident or if Contractor has reasonable basis in facts or circumstances, whether acts or omissions, for its belief that an Incident has occurred. The notification required by this section shall be made as soon as commercially practicable after the law enforcement agency determines that notification will not impede or compromise the investigation. Contractor shall cooperate with law enforcement in accordance with applicable law provided however, that such cooperation shall not result in or cause an undue delay to remediation of the Incident. Contractor shall promptly take appropriate action to mitigate such risk or potential problem at Contractor's or OPERATOR's expense. In the event of an Incident, Contractor shall, at its sole cost and expense, restore the Confidential Information, to as close its original state as practical, including, without limitation any and all Data, and institute appropriate measures to prevent any recurrence of the problem as soon as is commercially practicable.

Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Contractor will also have a written incident response plan, to include prompt notification of the District in the event of a security or privacy incident, as well as best practices for responding to a breach of PII.

IX. LEGAL COMPLIANCE AND NON-DISCRIMINATION:

All services provided by Contractor under this Agreement will be completed in accordance with state and federal law and School District Policy. Copies of School District Policies are available upon request. The parties specifically agree to collaborate in the enforcement and compliance with the Family Educational Rights and Privacy Act.

All employees hired by Contractor to perform services under this Agreement shall be hired by Contractor on the basis of merit and qualifications to perform the duties necessitated by the requirements of this Agreement. Such qualifications are those abilities of an applicant for employment genuinely related to competent and satisfactory performance of Contractor's obligations under this Agreement. Contractor agrees and warrants that Contractor's hiring practices related to employees performing services under this Agreement, as well as Contractor's practices related to promotion, retention, compensation, and other terms, conditions or privileges of employment, shall be nondiscriminatory, and such hiring, promotion, retention, and general employment practices shall not be based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

X. EMPLOYEE REQUIREMENTS:

All employees of Contractor performing labor under this Agreement that have unsupervised access to students, including Contractor in the event that Contractor personally performs labor under this Agreement, shall be subjected to a name-based and fingerprint criminal background investigation conducted by an appropriate law enforcement agency. Contractor shall provide to the District the results of such investigation for each employee (including Contractor) prior to any such employee performing any services under this Agreement. The District shall have the authority, in the discretion of the District Superintendent, to prohibit Contractor from permitting any such employee to perform services under this Agreement on the basis of information set forth in the results of a criminal background investigation.

XI. EMPLOYEE MISCONDUCT:

All employees of Contractor (including Contractor) shall perform services under this Agreement in a professional manner, and shall, at all times while

present on District property, behave in a manner appropriate to a school setting. Contractor shall discipline or terminate the employment of any of Contractor's employees performing services under this Agreement for engaging in any conduct inappropriate to a school setting, including, but not limited to, being under the influence or in possession of alcohol or any controlled substance while on District property; use of foul language; bullying or harassment of District students or staff; or such other conduct deemed inappropriate by the District. The District shall have the authority, in the discretion of the District Superintendent, to prohibit Contractor from permitting any employee to perform services under this Agreement based upon one or more instances of employee misconduct as described herein.

XII. TERMINATION PRIOR TO EXPIRATION OF CONTRACT TERM:

This Agreement may be terminated at any time prior to expiration of the contract term by mutual agreement of the parties in writing. This Agreement may be terminated unilaterally by either party for cause or noncompliance with the terms, conditions, and requirements set forth herein, provided, however, that the noncompliant party shall first be entitled to a written demand for compliance and a reasonable opportunity to cure any noncompliance therein identified. Failure to cure any identified noncompliance within 20 days of receipt of written demand shall constitute a material breach of this Agreement, and shall entitle the non-breaching party to immediately terminate this Agreement. All parties subject to a contract voided under this subdivision shall return all pupil records in their possession to the school district

XIII. ENTIRE AGREEMENT, MODIFICATION, AND WAIVER:

This Agreement embodies the complete agreement of the parties hereto, superseding all oral and written previous and contemporary agreements between the parties. No alteration or modification of this Agreement shall be valid unless evidenced by a writing signed by the parties to this Agreement. A waiver of any term or condition of this Agreement or breach of this agreement shall not be deemed a waiver of any other term or condition of this Agreement or any part hereof or of any later breach of this Agreement. Any waiver must be in writing each time a waiver occurs.

XIV. SAVINGS CLAUSE:

In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

XV. NOTICES:

All notices, consents, request, instructions approvals or other communications provided for herein shall be in writing and delivered by both email and personal delivery or regular U.S. mail, return receipt requested, to the last known address of the party being provided such notice.

XVI. ENFORCEMENT AND INTERPRETATION:

This Agreement shall be enforced and interpreted pursuant to the laws of the State of Montana. Jurisdiction over any claim or action for interpretation or enforcement of, or otherwise arising from the terms and conditions of this Agreement, shall be with the appropriate Montana District Court.

This agreement is subject to the laws of Montana and School District policy. Contractor is expressly notified that the agreement is subject to the Montana Pupil Online Personal Information Protection Act and violation of the act may be considered a crime a conviction of such may result in a fine not less than \$200 or more than \$500.

Any civil claim arising out of or related to the Agreement, or services provided under the Agreement, may be subject to mediation at the request of either party. School District and Contractor expressly agree that mediation shall not be a condition precedent to the initiation of any litigation arising out of such Claims. Claims for injunctive relief shall not be subject to this Section. Any claim not resolved in mediation shall be subject to litigation in accordance with the laws of the State of Montana. Any litigation shall be conducted in Montana district court. Mandatory and exclusive venue for any disputes shall be in the county in which the School District is located.

Notwithstanding anything to the contrary in the Agreement or in any document forming a part hereof, there shall be no mandatory arbitration for any dispute arising hereunder. The parties may mutually agree in writing to

submit a dispute to arbitration but the default dispute resolution shall be litigation. Contractor stipulates that the School District is a political subdivision of the State of Montana, and, as such, enjoys immunities from suit and liability provided by the Constitution and laws of the State of Montana. By entering into this Agreement, the School District does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law. In any adjudication under this Agreement, reasonable and necessary attorneys' fees may be awarded to the prevailing party. The parties acknowledge that, as a public entity in the State of Montana, the School District and entities contracting with the School District must comply with the open records laws of the State.

I have read this Agreement, understand its terms, and agree to be bound thereby. DATED this ___ day of _____, _____.

Year

Signed By Contractor:

_____, Date: _____

_____, Contractor

Title/Position: _____

Company Name: _____

Company Address: _____

Company Phone Number: _____

Company Website: _____

Signed by School District/Local Education Agency:

_____, Date: _____

_____, Board Chair _____ School District

ATTEST:

_____, Date: _____

_____, District Clerk _____ School District

OPTIONAL EXHIBIT A
GENERAL OFFER TERMS ISSUED BY CONTRACTOR

This is a document is used to allow other Montana school districts to sign this exhibit and return it to the vendor instead of entering into individual agreements with the vendor. By signing this exhibit the district and vendor are entering into the terms of the originating agreement. This exhibit can only be used if the terms of the agreement are generic and do not have provisions or elections that may be different for other school districts. If a vendor would like to use their own exhibit or make changes to this exhibit, those amendments should be reviewed by legal counsel. Legal assistance is available from the Montana School Boards Association at (406) 442-2180.

1. Offer of Terms Contractor offers the same privacy protections found in this DPA between it and the LEA to any other school district ("Subscribing LEA") who accepts this General Offer though its signature below. The Contractor agrees that the information on this Offer of Terms will be replaced throughout the Agreement with the information specific to the Subscribing LEA filled on the Offer of Terms for the Subscribing LEA. This General Offer shall extend only to privacy protections and Contractor's signature shall not necessarily bind Contractor to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Contractor and the Subscribing LEA may also agree to change the data provide by LEA to the Contractor to suit the unique needs of the Subscribing LEA. The Contractor may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products subject listed in the Originating Service Agreement; or three (3) years after the date of Contractor's signature to this Form. Contractor shall notify the LEA in the event of any withdrawal so that this information may be transmitted to the Subscribing LEAs.

Provider: _____

SIGNED BY: _____

Date: _____

Printed Name: _____ Title/Position: _____

OPTIONAL EXHIBIT A
SUBSCRIBING LEA ACCEPTANCE OF GENERAL OFFER TERMS

This is a document is used to allow other Montana school districts to sign this exhibit and return it to the vendor instead of entering into individual agreements with the vendor. By signing this exhibit the district and vendor are entering into the terms of the originating agreement. This exhibit can only be used if the terms of the agreement are generic and do not have provisions or elections that may be different for other school districts. If a vendor would like to use their own exhibit or make changes to this exhibit, those amendments should be reviewed by legal counsel. Legal assistance is available from the Montana School Boards Association at (406) 442-2180.

2. Subscribing LEA (Local Education Agency). A Subscribing LEA, by its signature below, accepts this General Offer of Privacy Terms issued by the Contractor. The Subscribing LEA's individual information is contained below. The Subscribing LEA and the Contractor shall therefore be bound by the same terms of the originating DPA and any other agreement between the parties.

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA: _____

SIGNED BY: _____

Name _____ Title _____

Address _____

Telephone Number _____

Email _____

Date _____

R = required

_____ **SCHOOL DISTRICT**

**4000 SERIES
COMMUNITY RELATIONS**

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1 _____ **School District**

2
3 **COMMUNITY RELATIONS**

4000

4
5 Goals

6
7 The Board, through the leadership of the Superintendent and with the assistance of the total staff,
8 will seek to enhance the District's community relations by striving to achieve the following
9 goals:

- 10
11 1. To encourage and enhance communications, understanding, trust, and mutual support
12 between the District and the people it serves;
13
14 2. To increase both the quality and quantity of public participation in school affairs,
15 activities, and programs;
16
17 3. To strengthen and improve relations and interactions among staff, trustees, citizens,
18 parents, and students;
19
20 4. To promote understanding and cooperation between the schools and community groups.
21
22
23

24 Legal Reference: 10.55.701, ARM Board of Trustees
25 10.55.801, ARM School Climate
26

27 Policy History:

28 Adopted on:

29 Reviewed on:

30 Revised on:

COMMUNITY RELATIONS

4120

Public Relations

The District will strive to maintain effective two-way communications with the public to enable the Board and staff to interpret schools' needs to the community and provide a means for citizens to express their needs and expectations to the Board and staff.

The Superintendent will establish and maintain a communication process within the school system and between it and the community. Such public information program will provide for news releases at appropriate times, arrange for media coverage of District programs and events, provide for regular direct communications between individual schools and the citizens they serve, and assist staff in improving their skills and understanding in communicating with the public.

The District may solicit community opinion through parent organizations, parent-teacher conferences, open houses, and other events or activities which may bring staff and citizens together.

Legal Reference: Art. II, Sec. 8, Montana Constitution - Right of participation
 Art. II, Sec. 9, Montana Constitution - Right to know

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

2
3 **COMMUNITY RELATIONS**

4125

4
5 District Social Media Presence

6
7 The District social media accounts are provided for communication with the community. The
8 School District will update these accounts as often as possible to share as much as necessary
9 about the School District and the achievements of the students and staff as well as other relevant
10 district community information.

11
12 All posting of comments on these accounts are at the discretion of the page administrators. The
13 intent of this policy is to protect the privacy and rights of School District's staff and students.
14 The account administrators will review all postings to make sure they do not violate the rules of
15 the District's Acceptable Use Guidelines regarding Internet access and practices. All posts will
16 be accompanied by an explanation of how to communicate with the School District in a manner
17 consistent with District policy.

18
19 The School District uses social media in conjunction with the School District's website. Staff
20 members assigned to access/post information are:

- 21
22 1) Superintendent
23 2) Principal
24 3) Activities Director

25
26 These staff members will complete training as needed to ensure use of the social media is
27 consistent with this and other District policies.

28
29 The Board authorizes the Superintendent to take necessary steps to implement this policy.

30
31 Policy History:

32 Adopted on:

33 Reviewed on:

34 Revised on:

1 _____ **School District**

2
3 **COMMUNITY RELATIONS**

4210
page 1 of 3

5 School-Support Organizations, Boosters and Fundraising

6
7 The Board recognizes that parent, teacher, and student organizations are a helpful resource for
8 schools and supports their formation and vitality. While parent, teacher, and student
9 organizations have no administrative authority and cannot determine District policy, their
10 suggestions and assistance are always welcome.

11
12 School-Support Organizations

13
14 Parent or booster organizations are recognized by the Board and permitted to use the District's
15 name, a District school's name, or a District school's team name or any logo attributable to the
16 District, provided they first receive the Board's approval during a duly constituted Board
17 meeting. Unauthorized use of the District school's team name, logo, or imagery is strictly
18 prohibited. The District reserves the right to seek all available legal remedies for unauthorized
19 use of the District school's name, logo, or imagery.

20
21 In order for the School District to comply with the federal law, state law and MHSA By-Laws,
22 Rules and Regulations, Board recognition as a parent or booster organization along with consent
23 to use one of the above-mentioned names or logos will be granted if the organization has
24 approved and submitted bylaws containing the following:

- 25
- 26 1. The organization's name and purpose. Acceptable purposes may include enhancement of
27 students' educational experiences, assistance to meet educational needs of students,
28 support of academic clubs, or enrichment of extracurricular activities.
29
 - 30 2. The rules and procedures under which it operates.
31
 - 32 3. A statement that the membership will adhere to applicable Board policies and
33 administrative procedures when working on District premises or with District officials or
34 programs.
35
 - 36 4. A statement that membership is open and unrestricted and the organization will not
37 engage in discrimination based on someone's innate characteristics or membership in a
38 protected classification.
39
 - 40 5. A statement that the District is not, and will not be, responsible for the organization's
41 business or the conduct of its members.
42
 - 43 6. A designation of the organization's treasurer. A statement that the organization will
44 maintain finances consistent with General Finance Principles in a manner open to review
45 by any member of the organization or the school district.
46

7. A recognition that money given to a school cannot be earmarked for any particular expense. Booster organizations may make recommendations, but cash or other valuable consideration must be given to the District to use at its discretion. The Board's legal obligation to comply with Title IX by providing equal athletic opportunity for members of both genders will supersede an organizations recommendation.¹

8. A recognition that the School District reserves the right to reject any and all donations.

Permission to use one of the above-mentioned names, logos or imagery may be suspended by the administration and rescinded by the Board for failure to comply with this policy. Authorization to use one of the above-mentioned names, logos, or imagery does not constitute permission to act as the District's representative. At no time does the District accept responsibility for the actions of any parent or booster organization, regardless of whether it was recognized and/or permitted to use any of the above-mentioned names or logos.² The Superintendent shall designate an administrative staff member to serve as the liaison to parent or booster organization. The liaison will serve as a resource person and provide information about school programs, resources, policies, problems, concerns, and emerging issues. Building staff may be encouraged to participate in the organizations.

Individual Boosters or Donors

Individual boosters or donors not covered by the bylaws of an organization governed by this policy may still assist in school operations. The Board encourages the involvement of local communities in school activities and operations. In order for the School District to comply with the federal law, state law and MHSA By-Laws, Rules and Regulations, individual boosters or donors must honor the following provisions:

1. The individual must have prior approval must be granted by the Board for use of the District's name, logo, or imagery.
2. The individual must comply with Board policies and administrative procedures when submitting donations.

¹ The School District may not accept booster organization assistance that creates vast gender differences or a school board may face claims that it has violated Title IX. Title IX's focus is on equal funding opportunities, equal facility availability, similar travel and transportation treatment, comparable coaching, and comparable publicity (34 C.F.R. Part 106).

² Booster organizations present potential liabilities to a school district beyond loss of funds, because they seldom are properly organized (they generally are not incorporated or otherwise legally recognized), carry no insurance, raise and handle large sums of money, and organization members hold themselves out as agents of the school (after all, no funds could be raised but for the school connection). A disclaimer, such as the one presented here, may not be sufficient. A district may take several actions, after discussion with its attorney, to minimize liability, such as adding a requirement to item 6 above that the organization: (1) operate under the school's authority (activity accounts); or (2) be properly organized and demonstrate fiscal responsibility by being a 501(c)(3) organization, obtaining a bond, and/or arranging regular audits. Ultimately, the best way to minimize liability is to be sure that the district's errors-and-omissions insurance covers parent organizations and booster organizations.

3. The individual may not violate federal law, state law, District policy or MHSA By-Laws, Rules and Regulations.
4. The individual acknowledges the District is not, and will not be, responsible for the individual booster or donor's business or their conduct.
5. The individual acknowledges that donations cannot be earmarked for any particular expense. Individual boosters or donors may make recommendations, but cash or other valuable consideration must be given to the District to use at its discretion in accordance with applicable laws. The Board's legal obligation to comply with Title IX by providing equal athletic opportunity for members of both genders will supersede any individual's recommendation.
6. The District reserves the right to reject any and all donations.

Fundraising

All donations completed by recognized organizations are subject to applicable School District policies regarding financial management. Funding endeavors are generally viewed as beneficial when coordinated with district goals, initiatives, and existing plans. The District reserves the right to reject any and all donations.

All funds raised by recognized organizations that are donated to the School District become public funds when placed in a School District account. All public funds must be monitored in accordance with state law. Donations must be reviewed to ensure compliance with equity rules, amateur rules and appropriateness under district policy. Donations may be conditional under state law if conditions are in compliance.

Funds spent by the School District will be done in accordance with District purchase order policy and spending limits regardless of the source of the donation. All expenditures should be preapproved to ensure equity and auditing standards are met.

Legal Reference:	§ 20-6-601, MCA	Power to accept gifts
	§ 2-2-102 (2)(3), MCA	Definitions
	§ 2-2-104, MCA	Rules of conduct for public officers, legislators, and public employees

Policy History:

Adopted on:

Reviewed on:

Revised on:

_____ School District

COMMUNITY RELATIONS

4210P

page 1 of 2

School-Support Organizations

NOTE: The following optional administrative procedure should be modified to reflect District practice.

Persons proposing to establish a school-connected organization shall submit a request to the Board for authorization to operate at the school. The request for authorization shall contain:

1. The name and purpose of the organization.
2. The date of application.
3. Bylaws, rules, and procedures under which the organization will operate, including procedures for maintaining the organization's finances, membership qualifications, if any, and an agreement that the group will not engage in unlawful discrimination.
4. The names, addresses, and phone numbers of all officers.
5. A list of specific objectives.
6. An agreement to grant the District the right to audit the group's financial records at any time, either by District personnel or a certified public accountant.
7. The name of the bank where the organization's account will be located and the names of those authorized to withdraw funds.
8. The signature of the Superintendent of the supporting school.
9. Planned use for any money remaining at the end of the year, if the organization is not continued or authorized to continue in the future.
10. An agreement to provide evidence of liability insurance as required by law (Policy 4330 - Use of School Facilities).

NOTE: The following optional paragraph requires an organization to request renewal of the authorization from the Superintendent or designee on an annual basis. Districts that allow for an automatic renewal or that require approval from the Board should modify the following paragraph accordingly.

Requests for subsequent authorization shall be presented to the Superintendent or designee annually, along with a financial statement showing all income and expenditures from fundraisers. If the Superintendent or designee proposes to deny the request for reauthorization, he/she shall

present his/her recommendation to the Board for approval.

NOTE: The following paragraph should be modified to reflect District practice.

Upon consent of the Superintendent or designee, school-connected organizations may use the school's name, the school team's name, or any logo attributable to the school or the District.

School-connected organizations are prohibited from hiring or directly paying District employees. Organizations may make donations to the District to cover the costs of additional employees, but only if such positions are approved in advance by the Board. At their discretion, employees may volunteer to perform activities for school-connected organizations during non-working hours.

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

2
3 **COMMUNITY RELATIONS**

4211

5 District and School Name, Logo, Imagery and Colors

6
7 Use of the District's name, a District school's name, or a District school's team name or mascot
8 or any logo or imagery attributable to the District by any group, individual, business, entity, or
9 organization may occur only after securing the Board's written approval as documented during a
10 duly constituted Board meeting. Unauthorized use of the District school's team name, mascot,
11 logo, or imagery is strictly prohibited. The District reserves the right to seek all available legal
12 remedies for unauthorized use of the District school's name, logo, mascot, or imagery.
13

14
15 Policy History:

16 Adopted on:

17 Reviewed on:

18 Revised on:

1 _____ **School District**

2
3 **COMMUNITY RELATIONS**

4301

5 Visitors to Schools

6
7 The District welcomes visits by parents and citizens to all District buildings. All visitors shall
8 report to the principal's office [school building office] on entering any District building and
9 comply with any other applicable school safety and security policy, procedure, or protocol.
10 School visitors shall not interfere with school operations or delivery of educational services to
11 students. Conferences with teachers should be held outside school hours or during the teacher's
12 conference or preparation time.

13
14
15
16
17 Policy History:

18 Adopted on:

19 Reviewed on:

20 Revised on:

1 _____ **School District**

R

2
3 **COMMUNITY RELATIONS**

4310

4
5 Public Complaints and Suggestions

6
7 The Board is interested in receiving valid complaints and suggestions. Public complaints and
8 suggestions shall be submitted by the Uniform Complaint Procedure to the appropriate-level staff
9 member or District administrator. Each complaint or suggestion shall be considered on its merits.

10
11 Unless otherwise indicated in these policies or otherwise provided for by law, no appeal may be
12 taken from any decision of the Board.

13
14
15
16 Cross Reference: 1700 Uniform Complaint Procedure

17
18 Policy History:

19 Adopted on:

20 Reviewed on:

21 Revised on:

2
3 **COMMUNITY RELATIONS**

4315

4
5 Visitor and Spectator Conduct

6
7 Any person, including an adult, who behaves in an unsportsmanlike or inappropriate manner
8 during a visit to the school or a school event may be ejected from the event and/or denied
9 permission to access school buildings or property or school events as determined by the Board of
10 Trustees. Examples of unsportsmanlike or inappropriate conduct include but are not limited to:

- 11
12 • Using vulgar or obscene language or gestures;
13 • Possessing or being under the influence of any alcoholic beverage;
14 • Possessing or consuming any illegal substance or marijuana;
15 • Possessing a weapon or firearm in violation of Policy 4332;
16 • Fighting or otherwise striking or threatening another person;
17 • Failing to obey instructions of a security officer or District employee; and
18 • Engaging in any illegal or disruptive activity.
19 • Other violations of District Policy.

20
21 The Superintendent is authorized to temporarily restrict access to school buildings or property
22 and recommend to the Board of Trustees denial of future admission to any person by delivering
23 or mailing a notice by certified mail with return receipt requested, containing:

- 24
25 1. Date, time, and place of a Board hearing;
26 2. Description of the unsportsmanlike conduct; and
27 3. Proposed time period admission to school buildings or property or school events will be
28 denied.

29
30 Cross Reference: 4301 Visitors to School
31 4332 Conduct on School Property

32
33 Legal Reference: § 20-1-206, MCA Disturbance of school – penalty
34 § 20-4-303, MCA Abuse of teachers
35 § 45-8-101, MCA Disorderly conduct
36 § 45-8-351, MCA Restriction on Local Government Regulation of
37 Firearms
38 Article X, section 8 Montana Constitution
39 Initiative 190 – “Montana Marijuana Regulation and Taxation Act.”
40 January 1, 2021

41
42 Policy History

43 Adopted on:

44 Reviewed on:

45 Revised on:

COMMUNITY RELATIONS

4316

Accommodating Individuals With Disabilities

Individuals with disabilities will 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.

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

1. Oversee District compliance efforts, recommend necessary modifications to the Board, and maintain the District's final Title II self-evaluation document and keep it available for public inspection for at least three (3) years after its completion date (*for districts having fifty (50) or more full- or part-time employees*).
2. Institute plans to make information regarding Title II protection available to any interested party.

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

Individuals with disabilities may allege a violation of this policy or of federal law by reporting it to the Superintendent, as the Title II Coordinator, or by filing a grievance under the Uniform Complaint Procedure.

Cross Reference: 1700 Uniform Complaint Procedure

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

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

2
3 **COMMUNITY RELATIONS**

4320

5 Contact With Students

6
7 Students are entrusted to the schools for educational purposes. Although educational purposes
8 encompass a broad range of experiences, school officials must not assume license to allow
9 unapproved contact with students by persons not employed by the District for educational
10 purposes.

11
12 Teachers may arrange for guest speakers on appropriate topics relative to the curriculum.
13 Principals may approve school assemblies on specific educational topics of interest and
14 relevance to the school program. The District normally does not permit other types of contact by
15 non-school personnel.

16
17 Unless authorized by the building administrator or otherwise required by District policy or state
18 and federal law, the District will not allow access to the schools by outside individuals, entities,
19 businesses, service providers, or organizations desiring to use the captive audience in a school
20 for information, sales material, special interest purposes or delivery of services to students or
21 groups of students that are unrelated to District operations.

22
23
24
25 Policy History:

26 Adopted on:

27 Reviewed on:

28 Revised on:

1 _____ **School District**

2
3 **COMMUNITY RELATIONS**

4321

5 Distribution of Fund Drive Literature Through Students

6
7 It is the policy of this District to refrain from having the students, as student body members, used
8 for collection or dissemination purposes.

9
10 Exceptions to this policy will be considered when recognized or student or school-affiliated
11 organizations of the District request permission to participate in such activity.

12
13
14
15 Policy History:

16 Adopted on:

17 Reviewed on:

18 Revised on:

2
3 **COMMUNITY RELATIONS**

4330

4
5 Community Use of School Facilities

6
7 School facilities are available to the community for educational, civic, cultural, and other
8 noncommercial uses consistent with the public interest, when such use will not interfere with the
9 school program or school-sponsored activities. Use of school facilities for school purposes has
10 precedence over all other uses. Persons on school premises must abide by District conduct rules
11 at all times.

12
13 Student and school-related organizations shall be granted the use of school facilities at no cost.
14 Other organizations granted the use of school facilities shall pay fees and costs. The
15 Superintendent will develop procedures to manage community use of school facilities, which
16 will be reviewed and approved by the Board. Use of school facilities requires the
17 Superintendent's approval and is subject to the procedures.

18
19 Administration will approve and schedule various uses of school facilities. A master calendar
20 will be kept in the office for scheduling dates to avoid conflicts during the school year. Should a
21 conflict arise, the District reserves the right to cancel an approved request when it is determined
22 that the facilities are needed for school purposes. Requests for use of school facilities must be
23 submitted to the Superintendent's office in advance of the event.

24
25 The School Facilities and Grounds Use Agreement can be obtained by contacting the District
26 Office. The School Facilities and Grounds Use Agreement must be completed, signed, and
27 returned to the [Superintendent, district office, school office, administration, Athletic Director]
28 [PICK APPROPRIATE PERSONNEL] prior to the use of the facilities or grounds.

29
30 Cross Reference; 4330P/F School Facilities and Grounds Use Procedure and Agreement

31
32 Policy History:

33 Adopted on:

34 Reviewed on:

35 Revised on:

SCHOOL FACILITIES/GROUNDS USE AND ASSUMPTION OF RISK FORM_____ **School District**

Organization or Individual Requesting Facility Use: _____

Facility Requested: _____

Date and Hours of Requested Use: _____

Purpose of Use: _____

Will there be an admission fee? If so, how much? _____**Premises and Conditions**Conditions of Facilities Use - Use of District facilities is conditioned upon the following covenants:

1. All District policies are in effect and shall be honored during the rental period and while the requesting organization is using the facility.
2. That no alcoholic beverages, tobacco, nicotine products, or other drugs are sold or consumed on the premises by the requesting organization or individual or any of its employees, patrons, agents, or members.
2. That no illegal games of chance or lotteries will be permitted.
3. That no functional alteration of the premises or functional changes in the use of such premises shall be made without specific written consent of the District.
4. That adequate supervision is provided by the requesting organization or individual to ensure proper care and use of District facilities. The District uses audio and video surveillance to monitor activity in the facility.
5. The presence of weapons, including firearms, is prohibited unless previously reviewed and approved by the Board of Trustees in accordance with Montana law.
6. All District-owned equipment, facilities, and other property will remain unchanged and undamaged and the requesting organization or individual will pay for any damages to District property. All fobs, or other access items will be returned to the District. Access to the facility will be restricted to the identified points of ingress and egress.
7. All attendees and participants shall honor and enforce County Health Department directives and safety standards and School District policies regarding the health and safety at gatherings and events held at the school. The requesting organization is expected to specifically comply with all cleaning and disinfecting protocols outlined in District policy as attached.

Failure to honor these covenants will result in cancellation of the event and/or all available remedies under the law.

Rent and Deposit

The requesting organization or individual agrees to pay the District, as rent for the premises and as payment for special services (if any) provided by the District, the sum of \$ _____, and this shall be due _____ days in advance. The requesting organization or individual shall be responsible for the actual cost of repair or replacement, including costs, disbursements, and expenses, resulting while it has use of the premises.

Indemnification

The requesting organization or individual, by signature below, hereby guarantees that the organization shall indemnify, defend, and hold harmless the District and any of its employees or agents, from any liability, expenses, costs (including attorney's fees), damages, and/or losses arising out of injury or death to any person or persons or damage to any property of any kind in connection with the organization or individual's use of the District facility, which are not the result of fraud, willful injury to a person or property, or willful or negligent violation of a law on the part of the School District. The undersigned organization or individual accepts and assumes all such risks and hazards.

Insurance

The user of the facility shall provide the District with a certificate of insurance and endorsement to their property and liability policy. Said certificate and policy endorsement shall name the District as an additional insured. The certificate and policy shall show coverage for comprehensive general liability insurance for injuries to or death of any person or damage to or loss of property arising out of or in any way resulting from the described use of the facility. The insurance shall provide for amounts not less than \$1,000,000 for bodily injury or death to any one person or resulting from any one accident, and \$1,000,000 for property damage in any one accident or the policy may provide a combined single limit for bodily injury and property damage for \$1,000,000. The certificate shall contain a provision that the insurer not cancel or refuse to renew without giving the District written notice at least 10 days before the effective date of the cancellation or non-renewal.

The requesting organization understands that the District will take all reasonable precautions to insure the risk of injury to individuals accessing the facilities or grounds is minimized. However, even though these precautions are taken there is still a chance of injury, and in rare instances even severe injury and death. The requesting organization understands the risks involved. Any negligence arising out of use of the facilities or grounds under this agreement shall be attributed to requesting entity as comparative negligence within the meaning of Section 27-1-702, MCA.

The School District DOES NOT provide medical insurance for any individuals who choose to access and use the facilities.

Non-Discrimination

The District will consider requests for use of district facilities for political purposes and activity in accordance with Montanan law. The requesting organization or individual agrees to abide by non-discrimination clauses as contained in the Montana Human Rights Act and the Governmental Code of Fair Practices.

District's Rights

The District reserves the right to cancel this Agreement, when it is determined by the District that the facilities are needed for school purposes, the event will violate District policy, or if the conditions outlined in this agreement are not satisfied. The District reserves all rights under the law to seek remedy in the event School District property is damaged.

DATED this ____ day of _____, 20__.

_____**School District:**

Requesting Organization or Individual:

By _____

By _____

Address _____

Phone _____

Additional Obligations _____

5
6 Rules and Regulations for Building/Facility/Equipment Use

- 7
- 8 1. Applications requesting use of the school facility must be presented to the building
9 administrator at least ten (10) days in advance of the time desired and must be signed by
10 a qualified representative of the organization desiring to use the building.
11
 - 12 2. The school premises shall not be available before 5:00 p.m. on school days, except under
13 special conditions.
14
 - 15 3. Rental fees are as follows: (Example) Gym \$100 + custodian
16
17 Fees (will) (may) be waived for private nonprofit groups that do not charge admission
18 fees. Religious groups or organizations will be charged rental fees as listed above.
19
 - 20 4. The use of the school premises will be denied when, in the opinion of the Superintendent
21 or the Board, such use may be construed to be solely for commercial purposes, there is a
22 probability of damage or injury to school property, or the activity is deemed to be
23 improper to hold in school buildings.
24
 - 25 5. In case of loss or damage to school property, the organization and/or individual signing
26 the request shall be fully responsible and liable.
27
 - 28 6. The District reserves the right to require a certificate of insurance from the renting
29 agency.
30
 - 31 7. No furniture or apparatus shall be moved or displaced without permission.
32
 - 33 8. No access to other rooms in the building shall be permitted unless designated by
34 agreement.
35
 - 36 9. There shall be no narcotics, drugs (including tobacco or nicotine products), stimulants, or
37 alcohol used or sold in or about school buildings and premises, nor shall profane
38 language, quarreling, fighting, or illegal gambling be permitted. Violations of this rule
39 by any organization during occupancy shall be sufficient cause for denying further use of
40 school premises to the organization.
41
 - 42 10. Wax, or other preparations ordinarily used on dance floors, is not to be used on
43 gymnasium floors.
44
 - 45 11. The Superintendent may require a school employee to be present during use of the
46 building by the non-school organization. In such case, the requesting organization will

pay for the employee expense (i.e., custodians, overtime).

12. When the school official finds it necessary that police or other security personnel be retained for crowd control, such requirement may be added as a condition of the Facilities Use Agreement.

13. **OPTIONAL:** General Community Use of Gym/Weight Room/Equipment

The following guidelines will be strictly adhered to for community members accessing school property for use of the gymnasium, weight room, and other facilities:

- a. Absolutely no students are allowed in the facility during periods designated for general community use.
- b. All community members accessing the facility during periods for general community use will have completed the forms and training required by the school district which may include but are not limited to:
 - i. Signed Assumption of Risk Form on file in the office
 - ii. Proof of medical insurance. The School District DOES NOT provide medical insurance for any individuals who choose to access and use the facilities.
- c. Unacceptable behavior including but not limited to: undisciplined behavior, harassment, discrimination, misuse of equipment, or other violations of district policy will result in termination of access.
- d. Always make sure the facility is left as it was found and locked upon completion of use.

Policy History

Adopted on:

Reviewed on:

Revised on:

_____ **School District**

COMMUNITY RELATIONS

4331

Use of School Property for Posting Notices

Non-school-related organizations or individuals that are not associated with student curricular clubs or student non-curricular groups may request permission of the building principal to display posters in the area reserved for community posters or to have flyers distributed to students. The building principal shall only authorize distribution or posting of information that is determined to have a direct benefit or relationship to students enrolled in the school and meets the standards of this policy.

Posters and/or flyers must be student oriented and have the sponsoring organization's name prominently displayed. The District will not permit the posting or distribution of any material that would:

- A. Disrupt the educational process;
- B. Violate the rights of others;
- C. Invade the privacy of others;
- D. Infringe on a copyright;
- E. Violate District policy, procedure, or administrative directive;
- F. Be obscene, vulgar, or indecent; or
- F. Promote violence, discriminatory conduct, the use of drugs, alcohol, tobacco, or certain products that create community concerns.

No commercial publication shall be posted or distributed unless the purpose is to further a school activity, such as graduation, class pictures, or class rings.

If permission is granted to distribute materials, the organization must arrange to have copies delivered to the school. Distribution of the materials will be arranged by administration. Under no circumstances shall individuals not employed by the District be given access to the building for the purposes of posting notices or distributing information.

All student materials must be reviewed and approved by the Superintendent or designee in accordance with Policy 3222.

Cross References: Policy 3222 – Distribution and Posting of Student Materials

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 **School District**

2
3 **COMMUNITY RELATIONS**

4332

Page 1 of 3

4
5 Conduct on School Property

6
7 General Conduct

8
9 In addition to prohibitions stated in other District policies, a person on school property who is not an
10 enrolled student or District employee shall not:

- 11
12 1. Injure or threaten to injure another person;
13
14 2. Damage another's property or that of the District;
15
16 3. Violate any provision of the criminal law of the state of Montana or town or county ordinance;
17
18 4. Smoke or otherwise use tobacco or nicotine products, and alternative nicotine and vapor
19 products as defined in 16-11-302, MCA, or other similar products;
20
21 5. Consume, possess, or distribute alcoholic beverages, illegal drugs, or marijuana;
22
23 6. Impede, delay, or otherwise interfere with the orderly conduct of the District's educational
24 program or any other activity occurring on school property;
25
26 7. **Optional:** Possess a non-firearm weapon as defined in this policy;
27
28 8. Enter upon any portion of school premises at any time for purposes other than those which are
29 lawful and authorized by the Board; or
30
31 9. Willfully violate other District rules and regulations.
32

33 For the purposes of this policy, "school property" means within school buildings, in vehicles used for
34 school purposes, or on owned or leased school land or grounds. District administrators are authorized to
35 appropriate action, as circumstances warrant, to enforce this section of the policy including but not
36 limited to requesting the assistance of law enforcement in accordance with Montana law.
37

38 Firearms and Weapons

39
40 A person who is not an enrolled student or District employee shall not possess any firearm or other non-
41 firearm weapon in a school building at any time.
42

43 For the purposes of this policy, the term "firearm" means (A) any weapon which will or is designed to or
44 may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of
45 any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device pursuant to
46 18 U.S.C. 921 (4). Such term does not include an antique firearm pursuant to 18 U.S.C. 921 (16).
47

48 For purposes of this policy, "non-firearm weapon" means any object, device, or instrument designed as a
49 weapon or through its use is capable of intimidating, threatening or producing bodily harm or which may
50 be used to inflict injury, including but not limited to air guns; pellet guns; BB guns; fake or facsimile

weapons; all knives; blades; clubs; metal knuckles; nunchucks; throwing stars; explosives; fireworks; mace or other propellants; stun guns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon.

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

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

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

Definitions: Districts will select Option 1 or Option 2

Option 1 provides for an expanded definition of "school building" to not only include indoor structures enclosed by walls and a roof but also those outdoor facilities that may be used by people such as stadiums and bleachers which are leased or owned by a school district and meet the Montana Building and Construction Standards definition of building. This expanded definition prohibits the possession of firearms or weapons in all of these types of buildings. School districts considering this option must take into account the definition provided may subject the district to litigation asserting the school district is exceeding its authority as restricted by LR-130 (2020) and HB 102 (2021). Any such challenge will be subject to review in accordance with the board of trustees' authority under Article X, section 8, of the Montana Constitution.

Option 2 provides for a narrow definition of "school building" that will include indoor structures enclosed by walls and a roof but exclude outdoor facilities such as stadiums or bleachers. This definition relies on the definition of school building used in the Montana Criminal Code and by the Montana Department of Revenue. This definition may be considered consistent with LR-130 (2020) and HB 102 (2021) but may expose the school district to other challenges asserting the board of trustees has not taken all available measures to ensure a safe school setting. Any such challenge will be subject to review in accordance with the board of trustees' authority under Article X, section 8, of the Montana Constitution.

Option 1: For the purposes of this policy, "School building" means a combination of any materials, whether mobile, portable, or fixed, to form a structure and the related facilities for the use or occupancy by persons or property owned or leased by a local school district that are used for instruction or for student activities as specified in Section 50-60-101(2), MCA and Section 45-8-361, MCA. The term is construed as though followed by the words "or part or parts of a building" and is considered to include all stadiums, bleachers, and other similar outdoor facilities, whether temporary or permanently fixed.

Option 2: For the purposes of this policy, "School building" means an enclosed structure with external walls and a roof owned or leased by a local school district that are used for instruction or for student activities as specified in ARM 42.4.201(2) and Section 45-8-361, MCA. The term is construed to exclude all stadiums, bleachers, and other similar outdoor facilities.

Legal Reference: Pro-Children Act of 1994, 20 U.S.C. § 6081

Smoke Free School Act of 1994

16-11-302, MCA Definitions

§ 20-1-220, MCA Use of tobacco product in public school building or on
public school property prohibited

§ 20-1-206, MCA Disturbance of School

§ 20-5-410, MCA Civil penalty

§ 45-6-201, MCA Definition of enter or remain unlawfully

§ 45-8-101, MCA Disorderly conduct

§ 45-8-102, MCA Failure of disorderly persons to disperse

§ 45-8-351, MCA Restriction on Local Government Regulation of
Firearms

§ 45-8-361, MCA Possession or allowing possession of weapon in school
building -- exceptions -- penalties -- seizure and
forfeiture or return authorized -- definitions.

Article X, section 8 Montana Constitution

Initiative 190 – “Montana Marijuana Regulation and Taxation Act.” January 1,
2021

Policy History:

Adopted on:

Reviewed on:

Revised on:

2
3 **COMMUNITY RELATIONS**

4340

page 1 of 2

5 Public Access to District Records

6
7 Within limits of an individual's right of privacy, the public will be afforded full access to
8 information concerning administration and operations of the District. Public access to District
9 records shall be afforded according to appropriate administrative procedures.

10
11 "District records" include any writing, printing, Photostatting, photographing, etc. (including
12 electronic mail), which has been made or received by the District in connection with the
13 transaction of official business and presented for informative value or as evidence of a
14 transaction, and all other records required by law to be filed with the District. "District records"
15 do not include personal notes and memoranda of staff which remain in the sole possession of the
16 maker and which are not generally accessible or revealed to other persons.

17
18 The Superintendent will serve as the public records coordinator, with responsibility and authority
19 for ensuring compliance with the display, indexing, availability, inspection, and copying
20 requirements of state law and this policy. As coordinator, the Superintendent will authorize the
21 inspection and copying of District records only in accordance with the criteria set forth in this
22 policy.

23
24 In accordance with Title 2, Chapter 6, MCA, the District will make available for public
25 inspection and copying all District records or portions of records, except those containing the
26 following information:

- 27
- 28 1. Personal information in any file maintained for students. Information in student records
29 will be disclosed only in accordance with requirements of the Family Educational Rights
30 and Privacy Act of 1974 and adopted District policy.
 - 31
32 2. Personal information in files maintained for staff, to the extent that disclosure will violate
33 their right to privacy.
 - 34
35 3. Test questions, scoring keys, or other examination data used to administer academic tests.
 - 36
37 4. The contents of real estate appraisals made for or by the District relative to the
38 acquisition of property, until the project is abandoned or until such time as all of the
39 property has been acquired, but in no event will disclosure be denied for more than three
40 (3) years after appraisal.
 - 41
42 5. Preliminary drafts, notes, recommendations, and intra-District memoranda in which
43 opinions are expressed or policies formulated or recommended, except a specific record
44 shall not be exempt when publicly cited by the District in connection with any District
45 action.
 - 46
47

6. Records relevant to a controversy to which the District is a party, but which would not be available to another party under the rules of pretrial discovery, for cases pending resolution.
7. Records or portions of records, the disclosure of which would violate personal rights of privacy.
8. Records or portions of records, the disclosure of which would violate governmental interests.
9. Records or information relating to individual or public safety or the security of public schools if release of the information jeopardizes the safety of facility personnel, the public, students in a public school.

If the District denies any request, in whole or in part, for inspection and copying of records, the District will provide the requesting party with reasons for denial.

If the record requested for inspection and/or copying contains both information exempted from disclosure and non-exempt information, the District shall, to the extent practicable, produce the record with the exempt portion deleted and shall provide written explanation for the deletion.

The District will not provide access to lists of individuals, which the requesting party intends to use for commercial purposes or which the District reasonably believes will be used for commercial purposes if such access is provided. However, the District may provide mailing lists of graduating students to representatives of the U.S. armed forces and the National Guard for purpose of recruitment.

The coordinator is authorized to seek an injunction to prevent disclosure of records otherwise suitable for disclosure, when it is determined reasonable cause exists to believe disclosure would not be in the public interest and would substantially or irreparably damage any person or would substantially or irreparably damage vital governmental functions.

Legal Reference:	Title 20, Ch. 6, MCA	School districts
	§ 2-6-1001, MCA, <i>et seq.</i>	Public Records

Policy History:

Adopted on:

Reviewed on:

Revised on:

COMMUNITY RELATIONS

Page 1 of 2

Website Accessibility and Nondiscrimination

The District is committed to ensuring that people with disabilities have an opportunity equal to that of their nondisabled peers to participate in the District's programs, benefits, and services, including those delivered through electronic and information technology, except where doing so would impose an undue burden or create a fundamental alteration.

Benchmarks for Measuring Accessibility

In order to assure that people with disabilities have an opportunity equal to that of their nondisabled peers to access information delivered through electronic and information technology, all pages on the District's website will conform to the W3C Web Accessibility Initiative's (WAI) Web Content Accessibility Guidelines (WCAG) 2.0 Level AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0 techniques for web content, or updated equivalents of these guidelines, except where doing so would impose an undue burden or create a fundamental alteration.

Website Accessibility

With regard to the District's website and any official District web presence which is developed by, maintained by or offered through third party vendors and open sources, the District is committed to compliance with the provisions of the Americans with Disabilities Act (ADA), Section 504 and Title II so that students, parents and members of the public with disabilities are able to independently acquire the same information, engage in the same interactions, and enjoy the same benefits and services within the same timeframe as those without disabilities, which substantially equivalent ease of use; and that they are not excluded from participation in, denied benefits or, or otherwise subjected to discrimination in any District programs, services, and activities delivered online.

All existing web content produced by the District, and new, updated, and existing web content provided by third party developers, will conform to the WCAG 2.0 Level AA and the WAI-ARIA 1.0 techniques for web content or updated equivalents. This policy applies to all new, updated, and existing web pages, as well as all web content produced or updated by the District or provided by third-party developers.

Website Accessibility Concerns, Complaints, and Grievances

The following statement will appear on the District's website homepage and all subsidiary pages:

The District is committed to ensuring accessibility of its website for students, parents, and members of the community with disabilities. All pages on the District's website will conform to the W3C WAI's Web Content Accessibility Guidelines (WCAG) 2.0, Level AA conformance, or updated equivalents.

Under District developed administrative procedures, students, parents, and members of the public may present a complaint regarding a violation of the Americans with Disabilities Act (ADA), Section 504 related to the accessibility of any official District web presence which is developed by, maintained by, or offered through the District or third-party vendors and open sources.

A student, parent, or member of the public who wishes to submit a complaint or grievance regarding a violation of the ADA, Section 504 or Title II related to the accessibility of any official District web presence that is developed by, maintained by, or offered through the District, third party vendors and/or open sources may complain directly to a school administrator. The initial complaint or grievance should be made using the District's Uniform Grievance Form, upon request at the District office, however, a verbal complaint or grievance may be made. When a school administrator receives the information, they shall immediately inform the District's **[IT Department or website compliance coordinator]**. The Complainant need not wait for the investigation of any grievance or complaint in order to receive the information requested.

Whether or not a formal complaint or grievance is made, once the District has been notified of inaccessible content, effective communication shall be provided as soon as possible to the reporting party to provide access to the information.

Testing and Accountability

The District will ensure website accessibility training to all appropriate personnel, including employees who are responsible for developing, loading, maintaining, or auditing web content functionality. The **[designated responsible personnel or third party]** will be responsible for reviewing and evaluating new material that is published by **[school staff or IT Department]** and uploaded to the website for accessibility on a periodic basis. The **[designated responsible personnel or third party]** will be responsible for reviewing all areas of the District's website and evaluating its accessibility on a periodic basis, and at least once per quarter. Any non-conforming webpages will be corrected in a timely manner.

This policy shall be available to the public via a link entitled "Accessibility," which shall be located on the District's homepage.

Cross Reference: Policy 1700 Uniform Grievance Procedure

Legal Reference: Title II of the Americans with Disabilities Act of 1990
Section 504 of the Rehabilitation Act

Policy History

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

2
3 **COMMUNITY RELATIONS**

4410

4
5 Relations With Law Enforcement and Child Protective Agencies

6
7 The staff is primarily responsible for maintaining proper order and conduct in the schools. Staff shall be
8 responsible for holding students accountable for infractions of school rules, which may include minor
9 violations of the law, occurring during school hours or at school activities. When there is substantial
10 threat to the health and safety of students or others, such as in the case of bomb threats, mass
11 demonstrations with threat of violence, individual threats of substantial bodily harm, trafficking in
12 prohibited drugs, or the scheduling of events where large crowds may be difficult to handle, the law
13 enforcement agency shall be called upon for assistance. Information regarding major violations of the
14 law shall be communicated to the appropriate law enforcement agency.

15
16 The District will strive to develop and maintain cooperative working relationships with the law
17 enforcement agencies. Procedures for cooperation between law enforcement, child protective, and school
18 authorities will be established. Such procedures will be made available to affected staff and will be
19 periodically revised.

20
21 County or Regional Interdisciplinary Child Information and School Safety Team

22
23 The District shall participate in the _____ County or Regional interdisciplinary child information and
24 school safety team established by the county commissioners in accordance with Section 52-2-211, MCA.
25 This team consists of representatives by the youth court, the county attorney, the department of public
26 health and human services, the county superintendent of schools, the sheriff, the chief of any police force,
27 the boards of trustees and superintendents of public school districts in the County, and the department of
28 corrections.

29
30 The purpose of the team is “to facilitate the exchange and sharing of information that one or more team
31 members may be able to use in serving a child in the course of their professions and occupations,
32 including but not limited to abused or neglected children, delinquent youth, and youth in need of
33 intervention, and of information relating to issues of school safety.”

34
35 The team shall adopt a written agreement for the rules under which the team will operate, the method by
36 which information will be shared, distributed, and managed, and any other matters necessary to the
37 purpose and functions of the team. Any agreement created may not limit access of any team member to
38 information and any delay in or failure to finalize an agreement may not be used by any member of the
39 team to impede the timely exchange and sharing of information under this Policy.

40
41 The Board and Superintendent are authorized to participate in the formation of and request information
42 from the interdisciplinary child information and school safety team regarding students in the School
43 District. The Board and Superintendent shall utilize this authority on a regular basis to ensure the safety
44 and security of the District.

45
46 Legal Reference: § 20-1-206, MCA Disturbance of school – penalty
47 § 52-2-211, MCA County Interdisciplinary Child Information and
48 School Safety Team
49 Chapter 348 (2023) School Safety Teams
50

1 _____ **School District**

2
3 **COMMUNITY RELATIONS**

4411

Page 1 of 4

5
6 Interrogation and Investigations Conducted by School Officials

7
8 The administration has the authority and duty to conduct investigations and to question students
9 pertaining to infractions of school rules, whether or not the alleged conduct is a violation of
10 criminal law. The administration shall determine when the necessity exists that law enforcement
11 officers be asked to conduct an investigation of alleged criminal behavior which jeopardizes the
12 safety of other people or school property or which interferes with the operation of the schools.

13
14 In instances when the administration has reasonable suspicion that a violation of district policy or
15 the student code of conduct has been violated, the administrator will investigate. The
16 administrator will notify the suspected rule violator(s) or potential witness(es) to the infraction.
17 The suspected student shall be advised orally or in writing of the nature of the alleged offense
18 and of the evidence against the student. Circumstances may arise where it would be advisable to
19 have another adult present during questioning of students.

20
21 School Resource Officer

22
23 _____ School District contracts with the _____ Police Department to provide
24 School Resource Officers (SROs) to maintain a safe and secure environment conducive to
25 learning. Whenever possible all interactions between students and law enforcement at schools
26 with SROs assigned shall be coordinated through the SROs as specified within the duties of the
27 contract.

28
29 **Duties:**

- 30
- 31 1. Abide by school board policies and shall consult with and coordinate activities through
32 the school principal but shall remain fully responsive to the chain of command of the law
33 enforcement agency in all matters relating to employment and supervision.
34
 - 35 2. Develop expertise in presenting various subjects; particularly in meeting federal and state
36 mandates in drug abuse prevention education and shall provide these presentations at the
37 request of school personnel in accordance with the established curriculum.
38
 - 39 3. Encourage individual and small group discussions about law enforcement related matters
40 with students, faculty and parents.
41
 - 42 4. Attend meetings of parent and faculty groups to solicit their support and understanding of
43 the School Resource Officer Program and to promote awareness of law enforcement
44 functions.
45
46

5. Be familiar with all community agencies that offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc.
6. Confer with the administration to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school related activities.
7. Coordinate with the administration when conducting an investigation into alleged violations of District policy that also could be a violation of the criminal code during school hours, on school property or students travelling to or from school.
8. Advise the administration before requesting additional enforcement assistance on campus and undertake all additional responsibilities at the administration's direction.
9. In order to assure the peaceful operation of school-related programs, SROs will whenever possible, participate in or attend school functions.
10. Reaffirm their roles as law enforcement officers by wearing their uniforms, unless doing so would be inappropriate for scheduled school activities. The uniform will also be worn at events where it will enhance the image of officers and their ability to perform their duties.
11. Coordinate with the administration and be responsible for law enforcement and security activity at extra-curricular events as determined by the principal.
15. File reports as required by the school district and/or law enforcement agency.

Investigations by Law Enforcement

When a student becomes involved with law enforcement officers due to events outside of the school environment and officers other than a SRO must interact with a student, the officer(s) is requested to confer with the student when he/she is being investigated for conduct not under the jurisdiction of the school. If this cannot be arranged, the SRO is the first person of contact for law enforcement. If for any reason the SRO is not available to respond to a request, the following steps shall be taken to cooperate with the authorities.

- a. The officer shall contact the school principal and present proper identification in all occasions upon his/her arrival on school premises.
- b. Parents or guardians shall be notified by the law enforcement officer, school principal or assistant principal as soon as possible. The law enforcement officer, principal or assistant

principal shall make every effort to inform parents or guardians of the intent of the law enforcement officers except when that notification may compromise the student's safety.

- c. The student's parent or guardian should be present, if practicable, during any interrogation on school premises.

Cooperation with Law Enforcement

Although cooperation with law enforcement officers will be maintained, it is the preference of the District that it will not normally be necessary for law enforcement officers to initiate, and conduct any investigation and interrogation on the school premises, during school hours, pertaining to criminal activities unrelated to the operation of the school. It is preferred that only in demonstrated emergencies, when law enforcement officers find it necessary, will they conduct such an investigation during school hours. These circumstances might be limited to those in which delay might result in danger to any person, flight of a person reasonably suspected of a crime from the jurisdiction or local authorities, destruction of evidence, or continued criminal behavior.

No school official, however, should ever place him/herself in the position of interfering with a law enforcement official in the performance of his or her duties as an officer of the law. If the law enforcement officials are not recognized and/or are lacking a warrant or court order, the building principal shall require proper identification of such officials and the reason(s) for the visit to the school. If the principal is not satisfied, he/she shall attempt to notify the Superintendent and the officer's superior, documenting such action.

In all cases, the officers shall be requested to obtain prior approval of the principal or other designated person before beginning such an investigation on school premises. The administrator shall document the circumstances of such investigations as soon as practical. Alleged behavior related to the school environment brought to the Principal's attention by law enforcement officers shall be dealt with under the provisions of the two previous sections.

Taking a Student into Custody

School officials shall not release students to law enforcement authorities voluntarily unless the student has been placed under arrest or unless the parent or guardians and the student agree to the release. When students are removed from school for any reason by law enforcement authorities, every reasonable effort will be made to notify the student's parents or guardians immediately. Such effort shall be documented. Whenever an attempt to remove a student from school occurs without an arrest warrant, court order, or without acquiescence of the parent or guardian, or the student, the administrator shall immediately notify a superior of the law enforcement officers involved to make objection to the removal of the student and shall attempt to notify the parent or guardian of the student. The Superintendent's office shall be notified immediately of any removal of a student from school by law enforcement officers under any circumstances.

When it is necessary to take a student into custody on school premises and time permits, the law enforcement officer shall be requested to notify the principal and relate the circumstances necessitating such action. When possible, the principal shall have the student summoned to the principal's office where the student may be taken into custody. In all situations of interrogations, arrest or service of subpoenas of a student by law enforcement officers on school premises, all practicable steps shall be taken to ensure a minimum of embarrassment or invasion of privacy of the student and disruption to the school environment.

Disturbance of School Environment

Law enforcement officers may be requested to assist in controlling disturbances of the school environment which the Principal or other school administrator has found to be unmanageable by school personnel and which disturbances have the potential of causing harm to students, other persons, or school property. Staff members may also notify law enforcement officials.

Such potential of possible disturbance includes members of the public who have exhibited undesirable or illegal conduct on school premises or at a school event held on school property, and who have been requested to leave by an administrator or staff member, but have failed or refused to do so.

Legal Reference:	§ 20-1-206, MCA	Disturbance of school - penalty
	§ 20-5-201, MCA	Duties and sanctions
	§ 45-8-101, MCA	Disorderly conduct

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

2
3 **COMMUNITY RELATIONS**

4550

page 1 of 2

5 Registered Sex Offenders

6
7 The State of Montana has determined that perpetrators of certain sex crimes pose a continuing
8 threat to society as a whole even after completion of their criminal sentences. Recognizing that
9 the safety and welfare of students is of paramount importance, the _____ School District
10 declares that, except in limited circumstances, _____ School District should be off limits
11 to registered sex offenders.

12
13 Employment

14
15 Notwithstanding any other Board policy, individuals listed by the State of Montana as registered
16 sex offenders are ineligible for employment in any position within the _____ School
17 District. However, the Superintendent shall have discretion consistent with other Board policies
18 to recommend an individual whose name has been expunged from the Sex Offender Registry.

19
20 School Off Limits

21
22 The District hereby declares that no registered sex offender whose victim was a minor may come
23 on, about, or within one thousand (1,000) feet of any District-owned buildings or property except
24 as otherwise provided in this policy. If an administrator becomes aware that such a sex offender
25 is on, about, or within one thousand (1,000) feet of school property, the administrator shall direct
26 the sex offender to immediately leave the area. The Board authorizes the administrator to request
27 the assistance of the appropriate law enforcement authorities to secure the removal of any
28 registered sex offender from the area. If a registered sex offender disregards the terms of this
29 policy or the directives of the school administrator, then the Superintendent is authorized to
30 confer with counsel and to pursue such criminal or civil action as may be necessary to enforce
31 compliance with this policy.

32
33 This policy shall not be construed to impose any duty upon any administrator or any other
34 employee of the District to review the Sex Offender Registry or to screen individuals coming on
35 or within one thousand (1,000) feet of school property to ascertain whether they are on the
36 Registry. This policy shall only apply when administrators are actually aware that the person in
37 question is on the Sex Offender Registry and that the offender's victim was a minor.

38
39 The provisions of this policy prohibiting a registered sex offender from coming on, about, or
40 within one thousand (1,000) feet of school property shall not apply in the event that a sex
41 offender's name should be expunged from the Registry.

42
43 Rights of Parents on the Sex Offender Registry

44
45 In the event that a registered sex offender whose victim was a minor has a child attending the
46 District, the administrator of the school where the child attends shall be authorized to modify this

policy's restrictions to permit the parent to drop off and pick up the child from school and to come onto campus to attend parent-teacher conferences. However, the parent may not linger on or about school property before or after dropping off his or her child, and the parent is prohibited from being in any part of the school building except the main office.

This policy does not impose a duty upon the administrator of any school or any other employee of the District to review the Sex Offender Registry and the school system's directory information to ascertain whether a registered sex offender may have a child attending school in the District. The provisions of this policy shall apply only if an administrator actually becomes aware that a parent of a student at the school is a registered sex offender.

To facilitate voluntary compliance with this policy, administrators are encouraged to speak with any affected parents upon learning of their status as registered sex offenders to communicate the restrictions of this policy. At all times, the administrator shall endeavor to protect the privacy of the offender's child.

In the event of a truly exceptional situation such as graduation, a parent on the Sex Offender Registry may ask the Superintendent for a waiver of this policy to permit the parent to attend these special events. It is the intent of the Board, however, that these special circumstances be truly unusual and infrequent occurrences.

Legal Reference:	§ 46-23-501, MCA	Sexual or Violent Offender Registration Act
	www.doj.mt.gov/svor/	Sexual or Violent Offender Registry

Policy History:

Adopted on:

Reviewed on:

Revised on:

R = required

SCHOOL DISTRICT

**5000 SERIES
PERSONNEL**

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5500	Payment of Wages Upon Termination
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5510F	HIPAA Release of Information Request Form
5630	Employee Use of Mobile Devices

_____ **School District**

R

PERSONNEL

5010

Equal Employment Opportunity, Non-Discrimination, and Sex Equity

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

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

Title: _____
Office address: _____
Email: _____
Phone number: _____

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

Title: _____
Office address: _____
Email: _____
Phone number: _____

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

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

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

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

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

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

Policy History:

Adopted on:

Reviewed on:

Revised on:

PERSONNEL

5012

page 1 of 3

Sexual Harassment of Employees

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

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

Title: _____
Office address: _____
Email: _____
Phone number: _____

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

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

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

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

An individual is not required to submit a report of sexual harassment involving the Title IX coordinator. In the event the Title IX Coordinator is responsible for or a witness to the alleged

harassment, the individual may report the allegations to the building principal or superintendent or other unbiased school official.

Retaliation Prohibited

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

Confidentiality

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

Notice Requirements

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

Training Requirements

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

1 investigation and grievance process including hearings, appeals and informal resolution
2 processes, when applicable, and how to serve impartially including by avoiding prejudgment of

3 5012

4 Page 3 of 3

5
6 the facts at issue, conflicts of interest and bias. The District also ensures that decision-makers
7 and investigators receive training on issues of relevance of questions and evidence, including
8 when questions and evidence about the complainant's sexual predisposition or prior sexual
9 behavior are not relevant as set forth in the formal procedures that follow, and training on any
10 technology to be used at a live hearing, if applicable. Investigators also receive training on
11 issues of relevance to create an investigative report that fairly summarizes relevant evidence. All
12 materials used to train individuals who receive training under this section must not rely on sex
13 stereotypes and must promote impartial investigations and adjudications of formal complaints of
14 sexual harassment and are made publicly available on the District's website.

15 16 Conflict of Interest and Bias

17
18 The District ensures that Title IX Coordinators, investigators, decision-makers, and any person
19 who facilitates an informal resolution process do not have a conflict of interest or bias for or
20 against complainants or respondents generally or an individual complainant or respondent.

21 22 Determination of Responsibility

23
24 The individual who has been reported to be the perpetrator of conduct that could constitute
25 sexual harassment is presumed not responsible for alleged conduct. A determination regarding
26 responsibility will be made by the decision-maker at the conclusion of the investigation in
27 accordance with the process outlined in Policy 5012P. No disciplinary sanctions will be imposed
28 unless and until a final determination of responsibility is reached.

29
30 Cross Reference: Policy 5010 - Equal Employment and Non-Discrimination
31 Policy 5012P – Sexual Harassment Procedures

32
33
34 Legal References: Art. X, Sec. 1, Montana Constitution – Educational goals and duties
35 §§ 49-3-101, et seq., MCA Montana Human Rights Act
36 Civil Rights Act, Title VI; 42 USC 2000d et seq.
37 Civil Rights Act, Title VII; 42 USC 2000e et seq.
38 Education Amendments of 1972, Title IX; 20 USC 1681 et seq.
39 34 CFR Part 106 Nondiscrimination on the basis of sex in
40 education programs or activities receiving
41 Federal financial assistance
42 10.55.701(1)(f), ARM Board of Trustees
43 10.55.719, ARM Student Protection Procedures
44 10.55.801(1)(a), ARM School Climate

45 46 Policy History:

1 _____ **School District**

5012F

2
3 **Sexual Harassment Reporting/Intake Form for Employees**

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

6
7 School _____ Date _____

8
9 Employee's name _____

10
11 • Who was responsible for the harassment or incident(s)? _____

12
13
14 • Describe the incident(s). _____

15
16
17
18 • Date(s), time(s), and place(s) the incident(s) occurred. _____

19
20
21
22 • Were other individuals involved in the incident(s)? ☐ yes ☐ no

23 If so, name the individual(s) and explain their roles. _____

24
25
26
27
28 • Did anyone witness the incident(s)? ☐ yes ☐ no

29 If so, name the witnesses. _____

30
31
32
33
34 • Did you take any action in response to the incident? ☐ yes ☐ no

35 If yes, what action did you take? _____

36
37
38
39
40 • Were there any prior incidents? ☐ yes ☐ no

41 If so, describe any prior incidents. _____

42
43
44
45 Signature of complainant _____

46
47 *Retaliation is prohibited by federal law and district policy. The identity of the individual signing this form will*
48 *remain confidential in accordance with law and policy.*

2
3 **PERSONNEL**

5012P

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4
5
6 Sexual Harassment Grievance Procedure - Employees

7
8 The Board requires the following grievance process to be followed for the prompt and equitable
9 resolution of employee complaints alleging any action that would be prohibited as sexual
10 harassment by Title IX. The Board directs the process to be published in accordance with all
11 statutory and regulatory requirements.

12
13 Definitions

14
15 The following definitions apply for Title IX policies and procedures:

16
17 “Actual knowledge:” notice of sexual harassment or allegations of sexual harassment to the
18 District’s Title IX Coordinator or any official of the District who has authority to institute
19 corrective measures on behalf of the District, or to any employee of an elementary or secondary
20 school.

21
22 “Education program or activity:” includes locations, events or circumstances over which the
23 District exercised substantial control over both the individual who has been reported to be the
24 perpetrator of conduct that could constitute sexual harassment, and the context in which the
25 sexual harassment occurs.

26
27 “Complainant:” an individual who is alleged to be the victim of conduct that could constitute
28 sexual harassment.

29
30 “Respondent:” an individual who has been reported to be the perpetrator of conduct that could
31 constitute sexual harassment.

32
33 “Formal complaint:” a document filed by a Complainant or signed by the Title IX Coordinator
34 alleging sexual harassment against a Respondent and requesting that the District investigate the
35 allegation of sexual harassment.

36
37 “Supportive measures:” non-disciplinary, non-punitive individualized services offered as
38 appropriate, as reasonably available and without fee or charge to the Complainant or Respondent
39 before or after the filing of a formal complaint or where no formal complaint has been filed.

40
41 District Requirements

42
43 When the District has actual knowledge of sexual harassment in an education program or activity
44 of the District, the District will respond promptly in a manner that is not deliberately indifferent.
45 When the harassment or discrimination on the basis of sex does not meet the definition of sexual
46 harassment, the Title IX Coordinator will direct the individual to the applicable sex

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

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

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

Timelines

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

Response to a Formal Complaint

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

1 The District must follow the formal complaint process before the imposition of any disciplinary
2 sanctions or other actions that are not supportive measures. However, nothing in this policy

3
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5 Page 3 of 9
6

7 precludes the District from placing a non-student employee Respondent on administrative leave
8 during the pendency of the grievance process. The District may also remove a student
9 Respondent alleged to have harassed an employee Complainant from the education setting. The
10 student may receive instruction in an offsite capacity during the period of removal. This
11 provision may not be construed to modify any rights under the Individuals with Disabilities
12 Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities
13 Act.
14

15 Upon receipt of a formal complaint, the District must provide written notice to the known parties
16 including:
17

- 18 1. Notice of the allegations of sexual harassment, including information about the
19 identities of the parties involved in the incident, the conduct allegedly constituting
20 sexual harassment, the date and location of the alleged incident, and any sufficient
21 details known at the time. Such notice must be provided with sufficient time to
22 prepare a response before any initial interview;
23
- 24 2. An explanation of the District's investigation procedures, including any informal
25 resolution process;
26
- 27 3. A statement that the Respondent is presumed not responsible for the alleged
28 conduct and that a determination regarding responsibility will be made by the
29 decision-maker at the conclusion of the investigation;
30
- 31 4. Notice to the parties that they may have an advisor of their choice who may be, but
32 is not required to be, an attorney, and may inspect and review any evidence; and
33
- 34 5. Notice to the parties of any provision in the District's code of conduct or policy that
35 prohibits knowingly making false statements or knowingly submitting false
36 information.
37

38 If, in the course of an investigation, the District decides to investigate allegations about the
39 Complainant or Respondent that are not included in the notice initially provided, notice of the
40 additional allegations must be provided to known parties.
41

42 The District may consolidate formal complaints as to allegations of sexual harassment against
43 more than one Respondent, or by more than one Complainant against one or more Respondents,
44 or by one party against the other party, where the allegations of sexual harassment arise out of
45 the same facts or circumstances.
46

Investigation of a Formal Complaint

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

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

Dismissal of Formal Complaints

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

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

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

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

Evidence Review

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

Investigative Report

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

Decision-Maker's Determination

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

Prior to reaching a determination regarding responsibility, the decision-maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party

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

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

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

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

The determination regarding responsibility becomes final either on the date that the District provides the parties with the written determination of the result of the appeal, if an appeal is

1 filed, or if an appeal is not filed, the date on which an appeal would no longer be considered
2 timely.

3
4 Where a determination of responsibility for sexual harassment has been made against the

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7
8 Respondent, the District will provide remedies to the Complainant that are designed to restore or
9 preserve equal access to the District's education program or activity. Such remedies may include
10 supportive measures; however, remedies need not be non-disciplinary or non-punitive and need
11 not avoid burdening the Respondent. The Title IX Coordinator is responsible for effective
12 implementation of any remedies. Following any determination of responsibility, the District may
13 implement disciplinary sanctions in accordance with State or Federal law and or/the negotiated
14 agreement. For employees, the sanctions may include any form of responsive discipline, up to
15 and including termination.

16 17 Appeals

18
19 Either the Complainant or Respondent may appeal the decision-maker's determination regarding
20 responsibility or a dismissal of a formal complaint, on the following bases:

- 21
22 1. Procedural irregularity that affected the outcome of the matter;
- 23
24 2. New evidence that was not reasonably available at the time that could affect the
25 outcome and
- 26
27 3. The Title IX Coordinator, investigator, or decision-maker had a conflict of interest or
28 bias for or against Complainants or Respondents generally or an individual
29 Complainant or Respondent that affected the outcome.

30
31 The District also may offer an appeal equally to both parties on additional bases.

32
33 The request to appeal must be made in writing to the Title IX Coordinator within seven calendar
34 days after the date of the written determination. The appeal decision-maker must not have a
35 conflict of interest or bias for or against Complainants or Respondents generally or an individual
36 Complainant or Respondent and cannot be the Title IX Coordinator, the investigator, or the
37 decision-maker from the original determination.

38
39 The appeal decision-maker must notify the other party in writing when an appeal is filed and
40 give both parties a reasonable equal opportunity to submit a written statement in support of, or
41 challenging, the outcome. After reviewing the evidence, the appeal decision-maker must issue a
42 written decision describing the result of the appeal and the rationale for the result. The decision
43 must be provided to both parties simultaneously, and generally will be provided within 10
44 calendar days from the date the appeal is filed.

45 46 Informal Resolution Process

1
2 Except when concerning allegations that an employee sexually harassed a student, at any time
3 during the formal complaint process and prior to reaching a determination regarding
4 responsibility, the District may facilitate an informal resolution process, such as mediation, that

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6
7
8 does not involve a full investigation and determination of responsibility, provided that the
9 District:

10
11 1. Provides to the parties a written notice disclosing:

12
13 A. The allegations;

14
15 B. The requirements of the informal resolution process including the circumstances
16 under which it precludes the parties from resuming a formal complaint arising
17 from the same allegations, provided, however, that at any time prior to agreeing to
18 a resolution, any party has the right to withdraw from the informal resolution
19 process and resume the Title IX formal complaint process with respect to the
20 formal complaint; and

21
22 C. Any consequences resulting from participating in the informal resolution process,
23 including the records that will be maintained or could be shared.

24
25 2. Obtains the parties' voluntary, written consent to the informal resolution process.

26
27 The informal resolution process generally will be completed within 30 calendar days, unless the
28 parties and the Title IX Coordinator mutually agree to temporarily delay or extend the process.
29 The formal grievance process timelines are stayed during the parties' participation in the
30 informal resolution process. If the parties do not reach resolution through the informal resolution
31 process, the parties will resume the formal complaint grievance process, including timelines for
32 resolution, at the point they left off.

33 34 Recordkeeping

35
36 The District must maintain for a period of seven years records of:

- 37
38 1. Each sexual harassment investigation, including any determination regarding
39 responsibility, any disciplinary sanctions imposed on the Respondent, and any remedies
40 provided to the Complainant designed to restore or preserve equal access to the
41 District's education program or activity;
42
43 2. Any appeal and the result therefrom;
44
45 3. Any informal resolution and the result therefrom; and
46

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

5
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7 page 9 of 9
8

9 The District must create, and maintain for a period of seven years, records of any actions,
10 including any supportive measures, taken in response to a report or formal complaint of sexual
11 harassment. In each instance, the District must document the basis for its conclusion that its
12 response was not deliberately indifferent, and document that it has taken measures designed to
13 restore or preserve equal access to the District's education program or activity.
14

15 Cross Reference: Policy 5010 Equal Employment and Non-Discrimination
16 Policy 5012 Sexual Harassment
17 Policy 5255 Employee Discipline
18

19 Legal References: Art. X, Sec. 1, Montana Constitution – Educational goals and duties
20 Section 49-3-101, et seq., MCA, Montana Human Rights Act
21 Civil Rights Act, Title VI; 42 USC 2000d et seq.
22 Civil Rights Act, Title VII; 42 USC 2000e et seq.
23 Education Amendments of 1972, Title IX; 20 USC 1681 et seq.
24 34 CFR Part 106 Nondiscrimination on the basis of sex in
25 education programs or activities receiving
26 Federal financial assistance
27 10.55.701(1)(f), ARM Board of Trustees
28 10.55.719, ARM Student Protection Procedures
29 10.55.801(1)(a), ARM School Climate
30

31 Policy History:

32 Adopted on:

33 Reviewed on:

34 Revised on:

2
3 **PERSONNEL**

4
5 Bullying/Harassment/Intimidation

6
7 The Board will strive to provide a positive and productive working environment. Bullying,
8 harassment, or intimidation between employees or by third parties, are strictly prohibited and
9 shall not be tolerated. This includes bullying, harassment, or intimidation via electronic
10 communication devices.

11
12 Definitions

- 13
14 • “Third parties” include but are not limited to coaches, school volunteers, parents, school
15 visitors, service contractors, or others engaged in District business, such as employees of
16 businesses or organizations participating in district work programs with the District, and
17 others not directly subject to District control at inter-district and intra-District athletic
18 competitions or other school events.
19
20 • “District” includes District facilities, District premises, and non-District property if the
21 employee is at any District-sponsored, District-approved, or District-related activity or
22 function, such as field trips or athletic events, where the employee is engaged in District
23 business.
24
25 • “Harassment, intimidation, or bullying” means any act that substantially interferes with
26 an employee’s opportunities or work performance, that takes place on or immediately
27 adjacent to school grounds, at any school-sponsored activity, on school-provided
28 transportation, or anywhere such conduct may reasonably be considered to be a threat or
29 an attempted intimidation of a staff member or an interference with school purposes or an
30 educational function, and that has the effect of:
31
32 a. Physically harming an employee or damaging an employee’s property;
33 b. Knowingly placing an employee in reasonable fear of physical harm to the
34 employee or damage to the employee’s property; or
35 c. Creating a hostile working environment.
36

37 Reporting

38
39 All complaints about behavior that may violate this policy shall be promptly investigated. Any
40 employee or third party who has knowledge of conduct in violation of this policy or feels he/she
41 has been a victim of harassment, intimidation, or bullying in violation of this policy is
42 encouraged to immediately report his/her concerns to the building principal or the District
43 Administrator, who have overall responsibility for such investigations. Complaints against the
44 building principal shall be filed with the Superintendent. Complaints against the Superintendent
45 or District Administrator shall be filed with the Board, via written communication to the Board
46 Chair.

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

Responsibilities

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

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

Consequences

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

Retaliation and Reprisal

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

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

Policy History:

Adopted on:

Reviewed on:

Revised on:

2
3 **PERSONNEL**

5120

4
5 Hiring Process and Criteria

6 The Board and Superintendent/administrator will determine the screening and hiring process upon the
7 existence of each vacancy. The District will hire personnel appropriately licensed and endorsed in
8 accordance with state statutes and Board of Public Education rules, consistent with budget and staffing
9 requirements and will comply with Board policy and state law on equal employment opportunities and
10 veterans' preference. All applicants must complete a District application form to be considered for
11 employment.

12
13 Every applicant must provide the District with written authorization for a fingerprint/criminal background
14 investigation. The Superintendent will keep any conviction record confidential as required by law and
15 District policy. The district will create a determination sheet from the criminal history record. The
16 determination sheet will be kept on file at the District Office. The Criminal History Record with no
17 disqualifiers will be shredded on site immediately after review. The Criminal History Record with
18 disqualifiers will be retained on file at the District Office according to law. Every newly hired employee
19 must complete an Immigration and Naturalization Service form, as required by federal law.

20
21 Certification

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

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

33
34 Reference Checks

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

40
41
42 Cross Reference: 5122 Fingerprints and Criminal Background Investigations

43
44 Legal Reference: § 20-4-202, MCA Teacher and specialist certification registration
45 § 39-29-102, MCA Point preference or alternative preference in initial hiring
46 for certain applicants – substantially equivalent selection
47 procedure

48 Policy History:

49 Adopted on:

50 Reviewed on:

51 Revised on:

School District Name

District Contact
District Contact Position

Address Line #1
Address Line #2
City, State, Zip Code

Determination of Eligibility for Hire – Policy 5120F

(DATE)

RE: [NAME OF APPLICANT]

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

Name

Date of Birth

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

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

Determination Completed By:

Signature

Printed Name

Title

Date

Privacy Act Statement - Policy 5120F

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

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

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

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

As of 03/1/2021



Dissemination Log – Policy 5120F

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

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

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

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

School District
Determination of Eligibility for Hire

[illegible]

Determination of eligibility has been completed by:

Signature
© MTSBA 2023

Printed Name

Title

CONFIDENTIAL

NOTICE OF FEDERAL BACKGROUND CHECK DETERMINATION

TO: _____ DATE: _____
(EMPLOYING AGENCY)

BASED ON THE RESULTS OF THE FEDERAL CRIMINAL HISTORY RECORD
INFORMATION (CHRI)

TYPE OF NOTICE

☐ Original Notice

☐ Amended Notice

NAME OF SUBJECT _____ DOB _____

DETERMINATION:

☐ No disqualifiers present on the CHRI

☐ Disqualifiers are present on the CHRI

Authorized Designee Printed Name and Phone Number _____

Authorized Designee Signature _____

Re-dissemination of Criminal History to the Individual

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

I authorize _____

The Office of Public Instruction; or ☐

A Unit of the Montana Public University System; or ☐

Montana Public School or Public School District ☐

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

Authorized Agency _____

Signature of Applicant _____

Date of Birth _____

Printed or typed name of applicant _____

Date _____

Recipient Phone _____

_____ School District

PERSONNEL

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Page 1 of 2

Federal Background Check Fingerprint and Information Handling Procedure

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

Basis to Collect and Submit Fingerprints for Purposes of Federal Background Check – **Boards will Select One Option**

OPTION 1: Ink fingerprints are captured in house by agency personnel that have completed and passed the certification course provided by CRISS. All applicants must provide a current government issued photo identification at the time of fingerprinting for identification verification. Two ink fingerprint cards are captured for each applicant and all data fields are completed and checked for accuracy. Complete fingerprint cards are then mailed to DOJ/CRISS along with payment.

OR

OPTION 2: Livescan fingerprints are captured in house by agency personnel that have completed and passed the certification course provided by CRISS. All applicants must provide a current government issued photo identification at the time of fingerprinting for identification verification. Fingerprints are then submitted to CRISS via the Livescan.

OR

OPTION 3: Fingerprints are obtained via local law enforcement agencies: _____.

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

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

LASO

(First and last name) has been appointed as the Local Agency Security Officer and acts as the primary point of contact between the School District and CRISS. (Name of LASO) is responsible for ensuring CJIS Policy compliance by all authorized recipients within the School District LASO is also responsible

of any Privacy and Security Agreements with those who do not use CHRI on a regular basis. Any change in appointment of the LASO or other authorized personnel will be reported to CRISS immediately.

Access of CHRI

All background results are received by (first and last name) through the State File Transfer Service. Results are printed and stored in a locked filing cabinet in the business office until a determination for employment is made. Only authorized personnel that have undergone Privacy and Security Information have access to printed criminal history record information. Authorized recipients of CHRI include

Superintendent (name), Principal (name), and the Business manager (name).

Printed background checks are reviewed by the Business Manager (name) and a determination form is completed. If any adverse results are present on the background check, it is given to the Superintendent, and Principal for final determination of eligibility. (Entity Name) utilizes a determination form and the CHRI is then shredded.

Determination Procedures

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

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

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

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

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

OR

OPTION 2: Printed CHRI is kept (SPECIFIC TIME FRAME) and then destroyed Destruction Procedure outlined in this document.

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

Dissemination Procedure Boards will Select One Option:

OPTION 1: Applicants wishing to obtain a copy of their background report may make a request to the LASO. A current government photo identification must be presented at the time of the request. A copy of the background report is made and marked as a “copy” and provided to the applicant. The dissemination is then logged. Dissemination logs include, what record was shared, the date it was shared, the method of sharing, and the agency personnel that shared the record. The dissemination log is stored in a locked filing cabinet for at least 3 years or between audits, whichever is longer.

OR

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

Destruction Procedure **Boards will Select One Option:**

OPTION 1: At the end of the retention and storage period outlined in this document, all CHRI and related information is shredded in house by (authorized personnel name).

OR

OPTION 2: At the end of the retention and storage period outlined in this document, all CHRI and related information is shredded on site by a company that come to our location. Authorized personnel witness the shredding of the CHRI.

Applicant procedures for challenging or correcting their record **Boards will Select One Option:**

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

OPTION 1: Applicants wishing to challenge their record are given a copy of the background report.

OR

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

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

Policy and procedures for misuse of CHRI

The School District does not allow dissemination of CHRI to persons or agencies that are not directly involved in the hiring and determination process. If CHRI is disseminated outside of the authorized receiving department, (agency LASO) will report this to CRISS immediately and

1 provide CRISS with an incident response form. The incident response form will include the
2 nature of the incident, any internal reprimands that may have resulted from the incident, as well
3 as our agencies plan to ensure that this incident does not get repeated.
4

5 Training Procedure

6

- 7 • Local Agency Security Officer (LASO)
 - 8 ○ Signed user agreement between district and CRISS
 - 9 • Privacy and Security Training
 - 10 ○ CRISS training on CHRI required to receive background reports
- 11
12

13 Policy History:

14 Adopted on:

15 Reviewed on:

16 Revised on:

2
3 **PERSONNEL**

5121

4
5 Applicability of Personnel Policies

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

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

14
15 Each personnel position in the District will be directed by a position description that delineates
16 the responsibilities of the employee. The employee will receive the position description with the
17 employment contract. Position descriptions are available upon request. The Board of Trustees
18 will regularly review the position descriptions.

19
20 Professional Development

21
22 If not otherwise addressed in the applicable collective bargaining agreements, the Board shall
23 establish an advisory committee to evaluate the District's current school year professional
24 development plan; and develop and recommend a plan for the subsequent school year. The
25 advisory committee shall include, but not be limited to, trustees, administrators, and teachers. A
26 majority of the committee shall be teachers. Each school year the Board shall adopt a
27 professional development plan for the subsequent school year based on the recommendation of
28 the advisory committee that meets the requirements of ARM 10.55.714.

29
30 Mentorship and Induction

31
32 The Board of Trustees authorizes the District Administrator to collaborate with educational staff
33 of the District to implement a mentorship and induction program within each school in the
34 District consistent with the terms of the District's integrated strategic action plan and 10.55.723
35 ARM.

36
37
38 Legal Reference: § 39-31-102, MCA Chapter not limit on legislative authority
39 ARM 10.55.701(d) Board of Trustees
40 ARM 10.55.714 Professional Development
41 10.55.723 ARM Integrated Strategic Action Plan

42
43
44 Policy History:

45 Adopted on:

46 Reviewed on:

47 Revised on:

Applicant Rights and Consent to Fingerprint – Policy 5122F

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

- You must be provided written notification¹ by _____ that your fingerprints will be used to check the criminal history records of the FBI.
- You must be provided, and acknowledge receipt of, an adequate Privacy Act Statement when you submit your fingerprints and associated personal information. This Privacy Act Statement should explain the authority for collecting your information and how your information will be used, retained, and shared.
- If you have a criminal history record, the officials making a determination of your suitability for employment, license, or other benefit must provide you the opportunity to complete or challenge the accuracy of the information in the record.
- The officials must advise you that the procedures for obtaining a change, correction, or updating of your criminal history record are set forth at Title 28, Code of Federal Regulations (CFR), Section 16.34.
- If you have a criminal history record, you should be afforded a reasonable amount of time to correct or complete the record (or decline to do so) before the officials deny you the employment, license, or other benefit based on information in the criminal history record.²

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

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

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

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

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

Signed:

Name	Date
------	------

¹ Written notification includes electronic notification but excludes oral notification.

² See 28 CFR 50.12(b).

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

NCPA/VCA Applicants

To _____:

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

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

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

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

Your Name: _____

First

Middle

Maiden

Last

Date of Birth: _____

Address: _____

City

State

Zip

☐

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

☐

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

☐

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

Signature of Applicant

Date

1 _____ **School District**

2
3 **PERSONNEL**

5125

Page 1 of 2

4
5
6 Whistle Blowing and Retaliation

7
8 When district employees know or have reasonable cause to believe that serious instances of
9 wrongful conduct (e.g., mismanagement of district resources, violations of law and/or abuse of
10 authority) have occurred, they should report such wrongful conduct to the Superintendent or Board
11 Chairperson.

12
13 For purposes of this policy, the term “wrongful conduct” shall be defined to include:

- 14
15
 - theft of district money, property, or resources;
 - 16 • misuse of authority for personal gain or other non-district purpose;
 - 17 • fraud;
 - 18 • violations of applicable federal and state laws and regulations; and/or
 - 19 • serious violations of district policy, regulation, and/or procedure.

20

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

- 22
23
 - Any employee, or applicant for employment, because he/she opposed any practice that he/she
24 reasonably believed to be made unlawful by federal or state laws prohibiting employment
25 discrimination on the basis of sex, sexual orientation, race, color, national origin, age, religion,
26 height, weight, marital status, handicap or disability.
 - 27
28 • Any employee, or applicant for employment, because he/she filed a charge, testified, assisted
29 or participated, in any manner, in an investigation, proceeding or hearing under federal or state
30 laws prohibiting employment discrimination on the basis of sex, sexual orientation, race, color,
31 national origin, age, religion, height, weight, marital status, handicap or disability or because
32 he/she reported a suspected violation of such laws according to this policy; or,
 - 33
34 • Any employee or applicant because he/she reported, or was about to report, a suspected
35 violation of any federal, state or local law or regulation to a public body (unless the employee
36 knew that the report was false) or because he/she was requested by a public body to participate
37 in an investigation, hearing or inquiry held by that public body or a court.

38

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

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

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

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

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

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

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

2
3 **PERSONNEL**

5130

Page 1 of 2

4
5 Staff Health

6
7 Medical Examinations

8
9 Through its overall safety program and various policies pertaining to school personnel, the Board
10 will promote the safety of employees during working hours and assist them in the maintenance
11 of good health. The Board will encourage all its employees to maintain optimum health through
12 the practice of good health habits.

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

17
18 Physical Examinations

19
20 The District participates in a Pre-Placement Physical Program for all custodial and maintenance
21 personnel and other positions deemed inclusive of this policy as determined by specific Board
22 action. Subsequent to a conditional offer of employment in a position for which the District may
23 require participation in a pre-placement physical but before commencement of work, the District
24 may require an applicant to have a medical examination and to meet any other health
25 requirements which may be imposed by the state. The District may condition an offer of
26 employment on the results of such examination, if all employees who received a conditional
27 offer of employment in the applicable job category are subject to such examination. The report
28 shall certify the employee's ability to perform the job-related functions of the position for which
29 the employee is being considered. Such examination shall be used only to determine whether the
30 applicant is able to perform with reasonable accommodation job-related functions.

31
32 All bus drivers, whether full-time, regular part-time, or temporary part-time, are required by state
33 law to have a satisfactory medical examination before employment.

34
35 Communicable Diseases

36
37 The term "communicable disease" refers to the diseases identified in 37.114.203, ARM,
38 Reportable Diseases, with the exception of common colds and flu.

39
40 If a staff member has a communicable disease, the staff member must notify the school nurse or
41 other responsible person designated by the Board of the communicable disease which could be
42 life threatening to an immune-compromised person. The school nurse or other responsible
43 person designated by the Board must determine, after consultation with and on the advice of
44 public health officials, if the immune-compromised person needs appropriate accommodation to
45 protect their health and safety.

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

Confidentiality

In all instances, District personnel will respect an individual's right to privacy and treat any medical diagnosis as confidential information. Any information obtained regarding the medical condition or history of any employee will be collected and maintained on separate forms and in separate medical files and will be treated as confidential information. Only those individuals with a legitimate need to know will be provided necessary medical information.

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

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

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

2
3 **PERSONNEL**

5140

4
5 Classified Employment and Assignment

6
7 Employees designated as “classified” employees include all non-teaching positions or duties in
8 the District.

9
10 Each newly hired classified employee will either be hired: (1) as a probationary employee, or (2)
11 immediately be placed on a written contract for a specific term with a beginning and ending date,
12 within the meaning of Section 39-2-912(2), MCA. Employees initially hired on a written
13 contract for a specific term will have no expectation of continued employment beyond the
14 current contract term, and in the absence of Board action to offer a subsequent contract, the
15 employment will automatically conclude at the conclusion of the contract term.

16
17 For those employees hired as probationary employees, such employees will be required to
18 complete a probationary period of ____ months. The Board authorizes the Superintendent to
19 extend the probationary period in a manner permitted by law. Any extension of the probationary
20 period by the Superintendent, together with the original probationary period, may not exceed a
21 total of 18 months. Leaves of absence by an employee for a period of more than 5 consecutive
22 working days other than holidays or vacations during the probationary period (select one:
23 will/will not) be counted as part of the probationary period.

24
25 During the probationary period of employment, the employment may be terminated at the will of
26 either the School District or the employee on notice to the other for any reason or no
27 reason. Prior to the conclusion of the original or extended probationary period, the
28 Superintendent will determine whether to retain the employee or make a recommendation to the
29 Board for termination of probationary employment. If the employee is retained, the employee
30 will be designated as one of the following types of employees depending on the factors noted.

31
32 Designation 1: If, before the probationary period concludes, the employee is placed on a written
33 employment contract, the employment contract shall be a written contract of employment for a
34 specific term with a beginning and ending date, within the meaning of Section 39-2-912(2),
35 MCA. The employee will have no expectation of continued employment beyond the current
36 contract term, and in the absence of Board action to offer a subsequent contract, the employment
37 will automatically conclude at the conclusion of the contract term.

38
39 If the employee is issued subsequent contracts for a specific term following the initial contract, a
40 probationary period will not apply. The employee will be subject to terms of the contract
41 including the beginning and ending date, within the meaning of Section 39-2-912(2), MCA. The
42 employee will have no expectation of continued employment beyond the current contract term,
43 and in the absence of Board action to offer a subsequent contract, the employment will
44 automatically conclude at the conclusion of the contract term.

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

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

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

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

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

Policy History:

Adopted on:

Reviewed on:

Revised on:

_____ **School District**

PERSONNEL

5210

Assignments, Reassignments, Transfers

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

Classified Staff

The District retains the right of assignment, reassignment, and transfer.

Teaching

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

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

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

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

2
3 **PERSONNEL**

5213

4
5 Vacancies

6
7 When the District determines that a vacancy exists:

8
9 Option 1: The vacancy must be posted according to the terms of the current collective
10 bargaining agreement.

11
12 Option 2: The Superintendent has the discretion to advertise a vacancy. [Choose option]

13
14
15
16
17 Policy History:

18 Adopted on:

19 Reviewed on:

20 Revised on:

1 _____ **School District**

2
3 **PERSONNEL**

5220

4
5 Prohibition on Aiding Sexual Abuse

6
7 The district prohibits any employee, contractor or agent from assisting a school employee,
8 contractor or agent in obtaining a new job if the individual or district knows or has probable
9 cause to believe that such school employee, contractor or agent engaged in sexual misconduct
10 regarding a minor or a student in violation of the law. This prohibition does not include the
11 routine transmission of administrative and personnel files.

12
13 This prohibition does not apply under certain conditions specified by Every Student Succeeds
14 Act (ESSA) such as:

- 15
16 1. The matter has been reported to law enforcement authorities and it has been officially closed
17 or the school officials have been notified by the prosecutor or police after an investigation
18 that there is insufficient information to establish probable cause, or;
19
20 2. The individual has been acquitted or otherwise cleared of the alleged misconduct, or;
21
22 3. The case remains open without charges for more than 4 years after the information was
23 reported to a law enforcement agency.
24

25
26 Legal Reference: ESSA section 8038, § 8546
27 45-2-302, MCA When accountability exists.
28

29
30 Policy History:

31 Adopted on:

32 Reviewed on:

33 Revised on:

_____ **School District**

PERSONNEL

5221

Work Day

Length of Work Day - Certified Staff

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

OR

The length of a work day for a certified employee shall be seven and one-half (7½) hours for a full-time certified employee. The work day is generally exclusive of lunch and extracurricular assignments but inclusive of preparation time and assigned duties. Other conditions pertaining to certified work day, preparation periods, lunches, etc., are found in the current collective bargaining agreement. Arrival time shall generally be one-half (½) hour before classes begin or as directed by the building principal.

Length of Work Day - Classified Staff

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

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

Breaks [OPTIONAL]

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

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

Policy History:

Adopted on:

Reviewed on:

Revised on:

_____ School District

PERSONNEL

R
5222

Evaluation of Certified Staff

Each certified staff member's job performance will be evaluated by the staff member's direct supervisor. Non-tenured certified staff shall be evaluated, at a minimum, **CHOOSE ONE** [on at least an annual basis] [2 times per year]. Tenured certified staff members may be evaluated according to the terms stated in the current collective bargaining agreement if applicable or once per year. The evaluation model shall be aligned with applicable district goals, standards of the Board of Public Education, and the district's mentorship and induction program. It shall identify what skill sets are to be evaluated, include both summative and formative elements, and include an assessment of the educator's effectiveness in supporting every student in meeting rigorous learning goals through the performance of the educator's duties.

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

Evaluation of Classified Staff

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

Cross Reference: 5231-5231P Personnel Records

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

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

2
3 **PERSONNEL**

5223

Page 1 of 2

4
5
6 Personal Conduct

7
8 School District employees will abide by all district policies, state and federal laws in the course
9 of their employment. Where applicable, employees will abide by and honor the professional
10 educator code of conduct.

11
12 All employees are expected to maintain high standards of honesty, integrity, professionalism,
13 decorum, and impartiality in the conduct of District business. All employees shall maintain
14 appropriate employee-student relationship boundaries in all respects, including but not limited to
15 personal, speech, print, and digital communications. Failure to honor the appropriate employee
16 student relationship boundary will result in a report to the Department of Public Health and
17 Human Services and the appropriate law enforcement agency.

18
19 In accordance with state law, an employee shall not dispense or utilize any information gained
20 from employment with the District, accept gifts or benefits, or participate in business enterprises
21 or employment that creates a conflict of interest with the faithful and impartial discharge of the
22 employee's District duties. An employee shall not perform an official act directly and
23 substantially affecting its economic benefit to a business or other undertaking in which the
24 employee either has a substantial financial interest or is engaged as counsel, consultant,
25 representative, or agent. An employee shall not perform an official act directly and substantially
26 impacting another business or other undertaking which is of economic detriment when the
27 employee has a substantial personal interest in a competing firm or undertaking.

28
29 A District employee, before acting in a manner which might impinge on any fiduciary duty, ~~may~~
30 shall disclose the nature of the private interest which would create a conflict to avoid disruption
31 to District operations. Care should be taken to avoid using or avoid the appearance of using
32 official positions and confidential information for personal advantage or gain. An employee shall
33 not act as an agent or solicitor in the sale or supply of goods or services to a district. An
34 employee shall not use District time, facilities, equipment, supplies, personnel, or funds for the
35 officer's or employee's private business, political, or commercial purposes. Curriculum or
36 materials created within the course of the employee's duties for the District using District
37 resources are considered to be the property of the District.

38
39 An employee shall not assist any person for a fee or other compensation in obtaining a contract,
40 claim, license, or other economic benefit from the District. An employee shall not solicit or
41 accept employment or engage in negotiations or meetings to consider employment, with a person
42 whom the officer or employee regulates in the course of official duties without first giving
43 written notification to the District.

44
45 Further, employees are expected to hold confidential all information deemed not to be for public
46 consumption as determined by state law and Board policy. Employees also will respect the

1 confidentiality of people served in the course of an employee's duties and use information gained
2 in a responsible manner. The Board may discipline, up to and including discharge, any
3 employee who discloses confidential and/or private information learned during the course of the
4 employee's duties or learned as a result of the employee's participation in a closed (executive)
5 session of the Board. Discretion should be used even within the school system's own network of
6 communication and confidential information should only be communicated on a need to know
7 basis. Employees shall not record or cause to be recorded a conversation by use of a hidden
8 electronic or mechanical device which may include any combination of audio or video that
9 reproduces a human conversation without the knowledge of all parties to the conversation.

10
11 Administrators and supervisors may set forth specific rules and regulations governing staff
12 conduct on the job within a particular building.

13 14 Firearms and Weapons

15
16 Employees of the District shall not injure or threaten to injure another person; damage another's
17 property or that of the District; or possess any firearm or other non-firearm weapon on school
18 property at any time.

19
20 For the purposes of this policy, the term "firearm" means (A) any weapon which will or is
21 designed to or may readily be converted to expel a projectile by the action of an explosive; (B)
22 the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any
23 destructive device pursuant to 18 U.S.C. 921 (4). Such term does not include an antique firearm
24 pursuant to 18 U.S.C. 921 (16). For purposes of this policy, "non-firearm weapon" means any
25 object, device, or instrument designed as a weapon or through its use is capable of intimidating
26 threatening or producing bodily harm or which may be used to inflict injury, including but not
27 limited to air guns; pellet guns; BB guns; fake or facsimile weapons; all knives; blades; clubs;
28 metal knuckles; nunchucks; throwing stars; explosives; fireworks; mace or other propellants;
29 stun guns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as
30 a weapon.

31
32 District administrators are authorized to appropriate action, as circumstances warrant, to enforce
33 this section of the policy including but not limited to requesting the assistance of law
34 enforcement in accordance with Montana law.

35
36 For the purposes of this policy, "school property" means within school buildings, in vehicles
37 used for school purposes, or on owned or leased school land or grounds. "Building" specifically
38 means a combination of any materials, whether mobile, portable, or fixed, to form a structure and
39 the related facilities for the use or occupancy by persons or property owned or leased by a local
40 school district that are used for instruction or for student activities as specified in Section 50-60-
41 101(2), MCA and Section 45-8-361, MCA. The term is construed as though followed by the
42 words "or part or parts of a building" and is considered to include all stadiums, bleachers, and
43 other similar outdoor facilities, whether temporary or permanently fixed.

44
45 This section does not apply to a law enforcement officer acting in the officer's official capacity
46 or an individual previously authorized by the Board of Trustees to possess a firearm or weapon

1 in a school building.

2
3 The Board of Trustees shall annually review this policy and update this policy as determined
4 necessary by the trustees based on changing circumstances pertaining to school safety.

5
6 Cross Reference: Professional Educators of Montana Code of Ethics
7 5121 Applicability of Personnel Policies
8 3311 Firearms and Weapons
9 5232 Abused and Neglected Children
10 4332 Conduct on School Property

11
12 Legal Reference: § 20-1-201, MCA School officers not to act as agents
13 Title 2, Chapter 2, Part 1 Standards of Conduct
14 § 39-2-102, MCA What belongs to employer
15 § 45-8-361, MCA Possession or allowing possession of
16 a weapon in a school building
17 § 45-5-501, MCA Definitions
18 § 45-5-502, MCA Sexual Assault
19 ARM 10.55.701(2)(d) Board of Trustees
20 § 45-8-213, MCA Privacy in communications

21
22 Policy History:

23 Adopted on:

24 Reviewed on:

25 Revised on:

1 _____ **School District**

2
3 **PERSONNEL**

5224

4
5 Political Activity

6
7 The Board recognizes its employees' rights of citizenship, including but not limited to engaging
8 in political activities. A District employee may seek an elective office, provided the employee
9 does not campaign on school property during working hours, and provided all other legal
10 requirements are met. The District assumes no obligation beyond making such opportunities
11 available. An employee elected to office is entitled to take a leave of absence without pay, in
12 accordance with the provisions of § 39-2-104, MCA.

13
14 No person, in or on District property, may attempt to coerce, command, or require a public
15 employee to support or oppose any political committee, the nomination or election of any person
16 to public office, or the passage of a ballot issue.

17
18 No District employee may solicit support for or in opposition to any political committee, the
19 nomination or election of any person to public office, or the passage of a ballot issue, while on
20 the job or in or on District property.

21
22 Nothing in this policy is intended to restrict the right of District employees to express their
23 personal political views.
24
25
26

27 Legal Reference: 5 U.S.C. § 7321 Hatch Act
28 § 39-2-104, MCA Mandatory leave of absence for employees holding
29 public office
30 § 13-35-226, MCA Unlawful acts of employers and employees
31 Title 2, Chapter 2, Part 1 Standards of Conduct
32

33 Policy History:

34 Adopted on:

35 Reviewed on:

36 Revised on:

1 _____ **School District**

2
3 **PERSONNEL**

5226

page 1 of 2

4
5 Drug-Free Workplace

6
7 All District workplaces are drug- and alcohol-free. All employees are prohibited from:

- 8
9 • Unlawfully manufacturing, dispensing, distributing, possessing, using, or being under the
10 influence of a controlled substance while on District premises or while performing work
11 for the District, or;
12 • Distributing, consuming, using, possessing, or being under the influence of alcohol while
13 on District premises or while performing work for the District.
14

15 For purposes of this policy, a controlled substance is defined as:

- 16
17 • Not legally obtainable;
18 • Being used in a manner other than as prescribed;
19 • Legally obtainable but has not been legally obtained;
20 • Marijuana or marijuana paraphernalia that is possessed or consumed on the grounds of
21 any property owned or leased by a school district, a public or private preschool, school,
22 or postsecondary school or in a school bus;
23 • Marijuana purchased, consumed, transported, possessed, or used of by a person under 21
24 years of age;
25 • Marijuana smoked in a location where smoking tobacco is prohibited;
26 • Marijuana consumed in a manner that endangers others; or
27 • Referenced in federal or state controlled-substance acts.
28

29 As a condition of employment, each employee will:

- 30
31 • Abide by the terms of the District policy respecting a drug- and alcohol-free workplace;
32 and
33 • Notify his or her supervisor of his or her conviction under any criminal drug statute, for a
34 violation occurring on District premises or while performing work for the District, no
35 later than five (5) days after such conviction.
36

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

- 39
40 • Provide each employee with a copy of the District drug- and alcohol-free workplace
41 policy;
42 • Post notice of the District drug- and alcohol-free workplace policy in a place where other
43 information for employees is posted;
44 • Enlist the aid of community and state agencies with drug and alcohol informational and
45 rehabilitation programs, to provide information to District employees; and
46

- Inform employees of available drug and alcohol counseling, rehabilitation, reentry, and any employee-assistance programs.

District Action Upon Violation of Policy

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

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

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

Legal Reference: 41 U.S.C. §§ 702, 703, 706 Drug-free workplace requirements for
Federal grant recipients
Initiative 190 – “Montana Marijuana Regulation and Taxation Act.”
January 1, 2021

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

2
3 **PERSONNEL**

5228

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

6
7 The District will adhere to federal law and regulations requiring a drug and alcohol testing
8 program for school bus and commercial vehicle drivers.

9
10 The program will comply with requirements of the Code of Federal Regulations, Title 49, §§
11 382, *et seq.* The Superintendent will adopt and enact regulations consistent with federal
12 regulations, defining the circumstances and procedures for testing.

13
14
15
16 Legal Reference: 49 U.S.C. §§ 45101, et seq. Alcohol and Controlled Substances Testing
17 (Omnibus Transportation Employee Testing Act of 1991)

18 49 C.F.R. Parts 40 (Procedures for Transportation Workplace Drug and
19 Alcohol Testing Programs), 382 (Controlled substance and alcohol use
20 and testing), and 395 (Hours of service of drivers)

21
22 Policy History:

23 Adopted on:

24 Reviewed on:

25 Revised on:

3
4 **PERSONNEL**

5228P

page 1 of 6

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

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

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

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

16
17 Pre-Employment Tests

18
19 Tests shall be conducted before the first time a driver performs any safety-sensitive function for
20 the District. Safety-sensitive functions include all on-duty functions performed from the time a
21 driver begins work or is required to be ready to work, until he/she is relieved from work and all
22 responsibility for performing work. It includes driving; waiting to be dispatched; inspecting and
23 servicing equipment; supervising, performing, or assisting in loading and unloading; repairing or
24 obtaining and waiting for help with a disabled vehicle; performing driver requirements related to
25 accidents; and performing any other work for the District or paid work for any entity.

26
27 The tests shall be required of an applicant only after he/she has been offered the position.

28
29 Exceptions may be made for drivers who have had the alcohol test required by law within the
30 previous six (6) months and participated in the drug testing program required by law within the
31 previous thirty (30) days, provided that the District has been able to make all verifications
32 required by law.

33
34 Post-Accident Tests

35
36 Alcohol and controlled substance tests shall be conducted as soon after an accident as practicable
37 on any driver:

- 38 1. Who was performing safety-sensitive functions with respect to the vehicle, if the accident
39 involved loss of human life; or
40 2. Who receives a citation within 8 hours of the occurrence under state or local law, for a
41 moving traffic violation arising from the accident if the accident involved:
42 (i) Bodily injury to any person who, as a result of the injury, immediately receives
43 medical treatment away from the scene of the accident; or
44 (ii) One or more motor vehicles incurring disabling damage as a result of the
45 accident, requiring the motor vehicle to be transported away from the scene by a
46 tow truck or other motor vehicle.
47

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

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

Random Tests

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

Reasonable Suspicion Tests

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

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

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

Enforcement

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

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

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

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

Return-to-Duty Tests

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

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

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

Follow-Up Tests

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

Records

Employee drug and alcohol test results and records shall be maintained under strict

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

Notifications

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

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

coworker's); and available methods of intervening when a drug or alcohol problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management; and

12. The requirement that the following personal information collected and maintained under this part shall be reported to the Commercial Driver's License Drug and Alcohol Clearinghouse:

- A. A verified positive, adulterated, or substituted drug test result;
- B. An alcohol confirmation test with a concentration of 0.04 or higher;
- C. A refusal to submit to any test required by law;
- D. An employer's report of actual knowledge, as defined in law;
- E. On duty alcohol use;
- F. Pre-duty alcohol use;
- G. Alcohol use following an accident;
- H. Controlled substance use;
- I. A substance abuse professional report of the successful completion of the return-to-duty process;
- J. A negative return-to-duty test; and
- K. An employer's report of completion of follow-up testing.

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

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

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

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

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

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

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

Clearinghouse

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

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

Policy History:

Adopted on:

Reviewed on:

Revised on:

**ACKNOWLEDGEMENT OF RECEIPT
POLICY 5228F1**

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

Employee Signature:

Signature: _____ Date: _____

Supervisor Receipt:

Signature: _____ Date: _____

**REQUEST FOR RECORDS
POLICY 5228F2**

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

Employee Signature:

Signature: _____ Date: _____

Supervisor Receipt:

Signature: _____ Date: _____

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

2
3 **PERSONNEL**

5230

4
5 Prevention of Disease Transmission

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

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

16
17 The District shall provide soap and disposable towels or other hand-drying devices shall be
18 available at all handwashing sinks. Common-use towels are prohibited. The District shall provide
19 sanitary napkin disposal in teachers' toilet rooms and nurses' toilet rooms. The District shall
20 provide either sanitary napkin dispensers in the girls', nurses', and teachers' toilet rooms or some
21 other readily available on-site access to sanitary napkins.

22
23 If a staff member develops symptoms of any reportable communicable or infectious illness
24 while at school, the responsible school officials shall do the following:

- 25
26 (a) isolate the staff member immediately from students or staff
27 (b) consult with a physician, other qualified medical professional, or the local county
28 health authority to determine if the case should be reported.

29
30 **Healthy Hand Hygiene Behavior**

31
32 All staff and volunteers present in any school building shall engage in hand hygiene at the
33 following times, which include but are not limited to:

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

42
43 Hand hygiene includes but is not limited to washing hands with soap and water for at least 20
44 seconds. If hands are not visibly dirty, alcohol-based hand sanitizers with at least 60% alcohol
45 can be used if soap and water are not readily available.

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

Confidentiality

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

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

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

2
3 **PERSONNEL**

5231

4
5 Personnel Records

6
7 The District maintains a complete confidential and permanent personnel record for every current
8 and former employee. The employees' personnel records will be maintained in the District's
9 administrative office, under the Superintendent's direct supervision. Employees will be given a
10 copy of their personnel record upon request.

11
12 Employees shall maintain an accurate mailing address with the District which will be held in the
13 personnel file. Employees shall promptly notify the District of any change in mailing address.

14
15 The District may release public information regarding the professional qualifications, degrees,
16 and experience of teachers and the qualifications of paraprofessionals to parents upon request.
17 Access to other information is governed by Policy 4340.

18
19 Personnel records must be kept for 10 years after separation of employment.

20
21 Cross Reference: 4340 Public Access to District Records

22
23 Legal Reference: 10.55.701, ARM Board of Trustees
24 § 20-1-212(2), MCA Destruction of records by school officer.
25 § 2-6-1001, MCA Definitions

26
27 Policy History:

28 Adopted on:

29 Reviewed on:

30 Revised on:

1 _____ **School District**

2
3 **PERSONNEL**

5231P

4
5 Personnel Records

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

11
12 Contents of Personnel Files

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

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

30
31
32 Policy History:

33 Adopted on:

34 Reviewed on:

35 Revised on:

_____ **School District**

PERSONNEL

5232

Child Abuse, Neglect, and Sex Trafficking Reporting

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

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

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

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

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

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

Cross Reference: 5223 Personal Conduct
 3225 Sexual Harassment of Students

Legal Reference: § 41-3-201, MCA Reports
 § 41-3-202, MCA Action on reporting
 § 41-3-203, MCA Immunity from liability

§ 41-3-205, MCA	Confidentiality – disclosure exceptions
§ 41-3-207, MCA	Penalty for failure to report
§ 45-5-501, MCA	Definitions
§ 45-5-502, MCA	Sexual Assault
§ 20-7-1316, MCA	Child Sex Trafficking Prevention

Policy History:

Adopted on:

Reviewed on:

Revised on:

_____ **School District**

PERSONNEL

5250

Termination from Employment, Non-Renewal of Employment

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

Cross Reference: 5140 Classified Employment and Assignment
 5255 Disciplinary Action

Legal Reference: § 20-3-324(2), MCA Trustee Powers and Duties
 § 20-4-204, MCA Termination of tenure teacher services
 § 20-4-206, MCA Notification of nontenure teacher reelection –
 acceptance – termination.
 § 20-4-207, MCA Dismissal of teacher under contract
 § 39-2-912, MCA Exemptions to Wrongful Discharge from
 Employment Act

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

2
3 **PERSONNEL**

5251

4
5 Resignations

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

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

15
16
17
18 Legal Reference: *Booth v. Argenbright*, 225 Mont. 272, 731 P.2d 1318 (1987)

19
20 Policy History:

21 Adopted on:

22 Reviewed on:

23 Revised on:

1 _____ **School District**

2
3 **PERSONNEL**

5254

4
5 Payment of Employer Contributions and Interest on Previous Service

6
7 A Public Employees' Retirement System (PERS) member may purchase: (1) all or a portion of
8 the member's employment with an employer prior to the time the employer entered into a
9 contract for PERS coverage; and (2) all or a portion of the member's employment for which
10 optional PERS membership was declined (both of which are known as previous service).

11
12 The member must file a written application with the PERS Board to purchase all or a portion of
13 the employment for service credit and membership service. The application must include salary
14 information certified by the member's employer or former employer.

15
16 The District has the option to pay, or not to pay, the employer's contributions due on previous
17 service and the option to pay, or not to pay, the outstanding interest due on the employer's
18 contributions for the previous service.

19
20 It is the policy of this District to **(pay) (not pay) PICK ONE** the employer's contributions due
21 on previous service.

22
23 It is also the policy of this District to **(pay) (not pay) PICK ONE** the outstanding interest due on
24 the employer's contributions for the previous service.

25
26 This policy will be applied indiscriminately to all employees and former employees of this
27 District.

28
29 [OPTIONAL: Use if the District is not paying the employer's contributions due on previous
30 service.] If the District opts to not pay the employer's contributions due on previous service
31 and/or the outstanding interest due on the employer's contributions for previous service, then the
32 employee shall pay the amount not paid by the employer in order to receive service credit and
33 membership service for the period of employment.

34
35
36 Legal Reference: § 19-3-505, MCA Purchase of previous employment with employer

37
38 Policy History:

39 Adopted on:

40 Reviewed on:

41 Revised on:

Employer Payment Policy

5254F

I. Section 19-3-505, MCA

Payment of Employer Contributions and Interest on Previous Service

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

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

and to:

- _____ pay the outstanding interest due on the employer's contributions for the previous service; OR
- _____ not pay the outstanding interest due on the employer's contributions for the previous service.

II. Section 19-3-504, MCA

Payment of Interest on Employer Contributions for Workers' Compensation Time

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

- _____ pay the outstanding interest due on the employer's contributions for the employee's purchase of workers' compensation time; OR
- _____ not pay the outstanding interest due on the employer's contributions for the employee's purchase of workers' compensation time.

NAME OF EMPLOYER _____

Signature of Officer: _____

Printed Name: _____

Title of Officer: _____

Dated: _____, 20____.

PERSONNEL

5255

Disciplinary Action

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

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

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

Cross Reference	5250	Termination from Employment/Non-Renewal of Employment
Legal Reference:	§ 20-3-324, MCA	Powers and duties
	§ 20-4-204, MCA	Termination of tenure teacher services
	§ 20-4-207, MCA	Dismissal of teacher under contract
	§ 39-2-903, MCA	Definitions
	§ 45-8-361, MCA	Possession or allowing possession of a weapon in school building – exceptions – penalties – seizure and forfeiture or return authorized – definitions.

Policy History:

Adopted on:

Reviewed on:

Revised on:

_____ **School District**

PERSONNEL

5256

Reduction in Force

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

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

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

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

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

Policy History:

Adopted on:

Reviewed on:

Revised on:

_____ **School District**

PERSONNEL

5314

Substitutes

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

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

Substitute Certified Staff

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

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

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

Substitutes for Classified Staff

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

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

Legal Reference:	10.55.716, ARM	Substitute teachers
	10.57.107, ARM	Emergency Authorization of Employment

Policy History:

Adopted on:

Reviewed on:

Revised on:

2
3 **PERSONNEL**

5321

Page 1 of 3

4
5 Leaves of Absence

6
7 Sick and Bereavement Leave

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

11
12 Classified employees will be granted sick leave benefits in accordance with § 2-18-618, MCA.
13 For classified staff, “sick leave” is defined as a leave of absence, with pay, for a sickness
14 suffered by an employee or an employee’s immediate family. Sick leave may be used by an
15 employee when they are unable to perform job duties because of:

- 16
- 17 • A physical or mental illness, injury, or disability;
 - 18
 - 19 • Maternity or pregnancy-related disability or treatment, including prenatal care, birth, or
20 medical care for the employee or the employee’s child;
 - 21
 - 22 • Parental leave for a permanent employee as provided in § 2-18-606, MCA;
 - 23
 - 24 • Quarantine resulting from exposure to a contagious disease;
 - 25
 - 26 • Examination or treatment by a licensed health care provider;
 - 27
 - 28 • Short-term attendance, in an agency’s discretion, to care for a person (who is not the
29 employee or a member of the employee’s immediate family) until other care can
30 reasonably be obtained;
 - 31
 - 32 • Necessary care for a spouse, child or parent with a serious health condition, as defined in
33 the Family and Medical Leave Act of 1993; or
 - 34
 - 35 • Death or funeral attendance of an immediate family member or, at an agency’s discretion,
36 another person.
 - 37

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

41
42 It is understood that seniority will accumulate while a teacher or employee is utilizing sick leave
43 credits. Seniority will not accumulate, unless an employee is in a paid status. Abuse of sick leave
44 is cause for disciplinary action up to and including termination of employment. The
45 administration is authorized to request documentation or evidence supporting a leave request.
46

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

Personal and Emergency Leave

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

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

Civic Duty Leave

Leaves for service on either a jury or in the Legislature will be granted in accordance with state and federal law.

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

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

Policy History:

Adopted on:

Reviewed on:

Revised on:

2
3 **PERSONNEL**

5321P
page 1 of 2

4
5 Conditions for Use of Leave

6
7 Certified staff may use sick leave for those instances listed in the current collective bargaining
8 agreement. Classified staff may use sick leave for illness; injury; medical disability; maternity-
9 related disability, including prenatal care, birth, miscarriage, or abortion; parental leave for a
10 permanent employee as provided in § 2-18-606, MCA; quarantine resulting from exposure to
11 contagious disease; medical, dental, or eye examination or treatment; necessary care of or attendance
12 to an immediate family member or, at the District's discretion, another relative for the above reasons
13 until other attendants can reasonably be obtained; and death or funeral attendance for an immediate
14 family member. Leave without pay may be granted to employees upon the death of persons not
15 included in this list.

16
17 Accrual and Use of Sick Leave Credits

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

21
22 Classified employees serving in positions that are permanent full-time, seasonal full-time, or
23 permanent part-time are eligible to earn sick leave credits, which will accrue from the first (1st) day
24 of employment. A classified employee must be employed continuously for a qualifying period of
25 ninety (90) calendar days in order to use sick leave. Unless there is a break in service, an employee
26 only serves the qualifying period once. After a break in service, an employee must again complete
27 the qualifying period to use sick leave. Sick leave may not be taken in advance nor may leave be
28 taken retroactively. A seasonal classified employee may carry over accrued sick leave credits to the
29 next season if management has a continuing need for the employee or, alternatively, may be paid a
30 lump sum for accrued sick leave credits when the season ends.

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

40
41 When an employee who has not worked the qualifying period for use of sick leave takes an approved
42 continuous leave of absence without pay in excess of fifteen (15) working days, the amount of time
43 an employee is on leave of absence will not count toward completion of the qualifying period. The
44 approved leave of absence exceeding fifteen (15) working days is not a
45 break in service, and the employee will not lose any accrued sick leave credits nor lose credit for time
46 earned toward the qualifying period. An approved continuous leave of absence without pay of
47 fifteen (15) working days or less will be counted as time earned toward the ninety-(90)-day
48 qualifying period.

Calculation of Sick Leave Credits

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

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

Sick Leave Banks

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

Lump-Sum Payment on Termination of Classified Employees

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

Industrial Accident

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

Sick Leave Substituted for Annual Leave

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

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

Policy History:

Adopted on:

Reviewed on:

Revised on:

R

PERSONNEL

5325

Breastfeeding in the School and Workplace

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

The District shall provide reasonable unpaid break time each day to an employee who needs to express milk for a child. The District is not required to provide break time if to do so would unduly disrupt the District's operations. Supervisors are encouraged to consider flexible schedules when accommodating employees' needs. Building administrators are authorized to work with teachers to provide students necessary time to express milk for a child.

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

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

Policy History:

Adopted on:

Reviewed on:

Revised on:

2
3 **PERSONNEL**

5328

page 1 of 2

4
5 Family Medical Leave (Alternate 1)

6
7 In accordance with provisions of the Family Medical Leave Act of 1993 (FMLA), a leave of
8 absence of up to twelve (12) weeks during a twelve-(12)-month period may be granted to an
9 eligible employee for the following reasons: 1) birth of a child; 2) placement of a child for
10 adoption or foster care; 3) a serious health condition which makes the employee unable to
11 perform functions of the job; 4) to care for the employee's spouse, child, or parent with a serious
12 health condition; 5) because of a qualifying exigency (as the Secretary shall, by regulation,
13 determine) arising out of the fact that the spouse or a son, daughter, or parent of the employee is
14 on active duty (or has been notified of an impending call or order to active duty) in the Armed
15 Forces in support of a contingency operation.

16
17 Servicemember Family Leave

18
19 Subject to Section 103 of the FMLA of 1993, as amended, an eligible employee who is the
20 spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a
21 total of twenty-six (26) workweeks of leave during a twelve-(12)-month period to care for the
22 servicemember. The leave described in this paragraph shall only be available during a single
23 twelve-(12)-month period.

24
25 Eligibility

26
27 An employee is eligible to take FMLA leave, if the employee has been employed for at least
28 twelve (12) months and has worked at least one thousand two hundred fifty (1,250) hours during
29 the twelve (12) months immediately prior to the date leave is requested, and there have been at
30 least fifty (50) District employees within seventy-five (75) miles for each working day during
31 twenty (20) or more workweeks in the current or preceding calendar year.

32
33 The Board has determined that the twelve-(12)-month period during which an employee may
34 take FMLA leave is: 1) July 1 to June 30 or other specific dates; 2) the calendar year; 3) twelve
35 (12) months forward from the date of a particular employee's first FMLA leave; or 4) twelve
36 (12) months backward from the date of FMLA leave. **PICK ONE**

37
38 Coordination of Paid Leave

39
40 Employees will (not) be required to use appropriate paid leave while on FMLA leave. **PICK**
41 **ONE** Workers' compensation absences will (not) be designated FMLA leave. **PICK ONE**

42
43 Medical Certification

44
45 The Superintendent has discretion to require medical certification to determine initial or
46 continued eligibility under FMLA as well as fitness for duty.

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

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

Policy History:

Adopted on:

Reviewed on:

Revised on:

_____ School District

R

PERSONNEL

5328

Family Medical Leave (Alternate 2)

Family Medical Leave

Employees are eligible for benefits under the Family Medical Leave Act when the District has fifty (50) or more employees. The _____ 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".

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

2
3 **PERSONNEL**

5328P

4
5 Family Medical Leave

6
7 Who Is Eligible

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

13
14 Benefit

15
16 Under certain conditions, eligible employees, if qualified, may be entitled to up to twelve (12)
17 weeks or twenty-six (26) weeks leave with continuing participation in the District's group
18 insurance plan.

19
20 Reasons for Taking Leave

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

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

29
30 Military Family Leave

31
32 a. Military Caregiver Leave

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

36
37 b. Qualified Exigency leave

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

Qualifying Exigencies include:

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

Substitution of Paid Leave

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

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

When Both Spouses Are District Employees

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

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

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

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

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

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

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

Employee Notice Requirement

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

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

Employers are required to provide employees with notice explaining the FMLA through a poster and either a handbook or information upon hire. If an employee requests FMLA leave, an employer must provide notice to the employee within five (5) business days of whether the employee meets the FMLA eligibility requirements. If an employee is not eligible to take

FMLA, the employer must provide a reason. The employer must also provide a rights and responsibilities notice outlining expectations and obligations relating to FMLA leave. If FMLA leave is approved by the employer, it must provide the employee with a designation notice stating the amount of leave that will be counted against an employee’s FMLA entitlement.

Notice for Leave Due to Active Duty of Family Member

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

Requests

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

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

Medical Certification

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

Intermittent/Reduced Leave

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

Insurance

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

Return

Upon return from FMLA leave, reasonable effort shall be made to place the employee in the

original or equivalent position with equivalent pay, benefits, and other employment terms.

Recordkeeping

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

Summer Vacation

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

SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES

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

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

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

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

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

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

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

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

Intermittent or Reduced Leave

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

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

Procedure History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

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3 **PERSONNEL**

5329

4
5 Long-Term Illness/Temporary Disability Leave

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

11
12 Leave without pay arising out of any long-term illness or temporary disability shall commence
13 only after sick leave has been exhausted. The duration of leaves, extensions, and other benefits
14 for privileges such as health and long-term illness, shall apply under the same conditions as other
15 long-term illness or temporary disability leaves.

16
17 Policy History:

18 Adopted on:

19 Reviewed on:

20 Revised on:

1 _____ **School District**

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3 **PERSONNEL**

5329P

4
5 Long-Term Illness/Temporary Disability

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

- 9
10 1. When any illness or temporarily disabling condition is “prolonged,” an employee will be
11 asked by the administration to produce a written statement from a physician, stating that
12 the employee is temporarily disabled and is unable to perform the duties of his/her
13 position until such a time.
14
15 2. In the case of any extended illness, procedures for assessing the probable duration of the
16 temporary disability will vary. The number of days of leave will vary according to
17 different conditions, individual needs, and the assessment of individual physicians.
18 Normally, however, the employee should expect to return on the date indicated by the
19 physician, unless complications develop which are further certified by a physician.
20
21 3. An employee who has signified her intent to return at the end of extended leave of
22 absence shall be reinstated to his/her original job or an equivalent position with
23 equivalent pay and accumulated seniority, retirement, fringe benefits, and other service
24 credits.
25

26
27 Policy History:

28 Adopted on:

29 Reviewed on:

30 Revised on:

1 _____ **School District**

2
3 **PERSONNEL**

5330

4
5 Maternity and Paternity Leave

6
7 The School District's maternity leave policy covers employees who are not eligible for FMLA
8 leave at Policy 5328. Maternity leave includes only continuous absence immediately prior to
9 adoption, delivery, absence for delivery, and absence for post-delivery recovery, or continuous
10 absence immediately prior to and in the aftermath of miscarriage or other pregnancy-related
11 complications.

12
13 The School District shall not refuse to grant an employee a reasonable leave of absence for
14 pregnancy or require that an employee take a mandatory maternity leave for an unreasonable
15 length of time. The School District has determined that maternity leave shall not exceed _____
16 weeks unless mandated otherwise by the employee's physician. Employees may use
17 accumulated leave for maternity and paternity leave and upon the expiration of accumulated
18 leave be placed on unpaid leave.

19
20 The School District shall not deny to the employee who is disabled as a result of pregnancy any
21 compensation to which the employee is entitled as a result of the accumulation of disability or
22 leave benefits accrued pursuant to plans maintained by the employer, provided that the employer
23 may require disability as a result of pregnancy to be verified by medical certification that the
24 employee is not able to perform employment duties.

25
26 An employee who has signified her intent to return at the end of her maternity leave of absence
27 shall be reinstated to her original job or an equivalent position with equivalent pay and
28 accumulated seniority, retirement, fringe benefits, and other service credits.

29
30 The School District will review requests for Paternity Leave in accordance with any applicable
31 policy or collective bargaining agreement provision governing use of leave for family purposes.

32
33 Legal Reference: § 49-2-310, MCA Maternity leave – unlawful acts of employers
34 § 49-2-311, MCA Reinstatement to job following pregnancy-related
35 leave of absence
36 Admin. R. Mont. 24.9.1201—1207 Maternity Leave

37
38 Policy History:

39 Adopted on:

40 Reviewed on:

41 Revised on:

2
3 **PERSONNEL**

5331

4
5 Insurance Benefits for Employees

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

- 10
11 1. Classified employees who are employed less than half ($\frac{1}{2}$) time (that is, who are regularly
12 scheduled to work less than twenty (20) hours per week) will not be eligible for group
13 health, dental, and life insurance and will not be considered to be a member of defined
14 employee insurance benefit groups.
15
16 2. Any permanent employee who works half ($\frac{1}{2}$) time or more is eligible for group health
17 and dental insurance, irrespective of the unit to which the employee belongs. All medical
18 and dental insurance premiums will be prorated in the amount of the full contract in terms
19 of full-time equivalency multiplied by the District's maximum contribution as prescribed
20 by the applicable collective bargaining agreement or Board policy.
21

22 A medical examination at the expense of the employee may be required, if the employee elects to
23 join the District health insurance program after initially refusing coverage during the "open
24 season" (*July). An eligible employee wishing to discontinue or change health insurance
25 coverage must initiate the action by contacting the personnel office and completing appropriate
26 forms.
27

28 Anniversary dates of the health and dental insurance policies for the District shall be July 1st
29 through June 30th.
30
31
32

33 Legal Reference: § 2-18-702, MCA Group insurance for public employees and officers
34 § 2-18-703, MCA Contributions
35

36 Policy History:

37 Adopted on:

38 Reviewed on:

39 Revised on:

1 _____ **School District**

2
3 **PERSONNEL**

5333

4
5 Holidays

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

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

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

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

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

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

31
32
33 Legal Reference: § 20-1-305, MCA School holidays
34 37 A.G. Op. 150 (1978)
35

36 Policy History:

37 Adopted on:

38 Reviewed on:

39 Revised on:

1 _____ **School District**

2
3 **PERSONNEL**

5334

4
5 Vacations

6
7 Classified employees, Business Managers/District Clerks, and Superintendents will accrue
8 annual vacation leave benefits in accordance with §§ 2-18-611, 2-18-612, 2-18-614 through 2-
9 18-617 and 2-18-621, MCA. Nothing in this policy guarantees approval for granting specific
10 days as annual vacation leave in any instance. The District will judge each request for vacation
11 in accordance with staffing needs.

12
13 Employees are not entitled to any vacation leave with pay until they have been continuously
14 employed for a period of six (6) calendar months.

15
16
17
18 Legal Reference: § 2-18-611, MCA Annual vacation leave
19 § 2-18-612, MCA Rate earned
20 § 2-18-617, MCA Accumulation of leave – cash for unused – transfer

21
22 Policy History:

23 Adopted on:

24 Reviewed on:

25 Revised on:

_____ **School District**

PERSONNEL

5334P
page 1 of 2

Vacations

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

Vacation is earned according to the following schedule:

RATE-EARNED SCHEDULE

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

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

Maximum Accrual of Vacation Leave

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

Sick Leave Bank

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

Annual Pay-Out

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

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

Lump-Sum Payment Upon Termination

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

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

Policy History:

Adopted on:

Reviewed on:

Revised on:

PERSONNEL

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Fair labor Standards Act

Compensatory Time and Overtime for Classified Employees

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

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

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

Blended Time

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

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

Record-Keeping Requirements Under the Fair Labor Standards Act

1. Records required for ALL employees:

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

2. Additional records required for non-exempt employees:

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

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

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

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3 **PERSONNEL**

5337

4
5 Workers' Compensation Benefits

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

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

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

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

30 The District will not automatically and simply defer to a report of industrial accident but will
31 investigate as it deems appropriate to determine: (1) whether continuing hazardous conditions
32 exist which need to be eliminated; and (2) whether in fact an accident attributable to the District
33 working environment occurred as reported. The District may require the employee to authorize
34 the employee's physician to release pertinent medical information to the District or to a
35 physician of the District's choice, should an actual claim be filed against the Workers'
36 Compensation Division, which could result in additional fees being levied against the District.
37
38
39

40 Legal Reference: §§ 39-71-101, *et seq.*, MCA Workers' Compensation Act
41

42 Policy History:

43 Adopted on:

44 Reviewed on:

45 Revised on:

1 _____ **School District**

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3 **PERSONNEL**

5338

4
5 Payment of Interest on Employer Contributions for Workers' Compensation Time

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

13
14 The District has the option to pay, or not pay, the interest on the employer's contribution for the
15 period of absence based on the salary as calculated. If the employer elects not to pay the interest
16 costs, this amount must be paid by the employee.

17
18 It is the policy of this District to **(pay) (not pay)** the interest costs associated with the employer's
19 contribution. **PICK ONE**

20
21
22 Cross Reference: 5254F Employer Payment Policy Form

23
24 Legal Reference: §§ 19-3-504, MCA Absence due to illness or injury.

25
26 Policy History:

27 Adopted on:

28 Reviewed on:

29 Revised on:

1 _____ **School District**

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3 **PERSONNEL**

5420

4
5 Paraprofessionals

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

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

15
16 It is the responsibility of each principal and teacher to provide adequate training for a
17 paraprofessional. This training should take into account the unique situations in which a
18 paraprofessional works and should be designed to cover the general contingencies that might be
19 expected to pertain to that situation. During the first thirty (30) days of employment, the
20 supervising teacher or administrator shall continue to assess the skills and ability of the
21 paraprofessional to assist in reading, writing, and mathematics instruction.

22
23 The Principal shall develop and implement procedures for an annual evaluation of
24 paraprofessionals. Evaluation results shall be a factor in future employment decisions.

25
26 If the school receives Title I funds, the District shall notify parents of students attending the
27 school annually that they may request the District to provide information regarding the
28 professional qualifications of their child’s paraprofessionals, if applicable.

29
30 Legal Reference: 20 U.S.C. § 6319 Qualifications for teachers and paraprofessionals

31
32 Policy History:

33 Adopted on:

34 Reviewed on:

35 Revised on:

1 _____ **School District**

3 **PERSONNEL**

5420F

7 **ESSA Qualification Notifications**

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

11 TO: _____	11 FROM _____
12 <i>Parent's Name</i>	12 <i>School Name</i>
13 DATE _____	13 RE _____
14 <i>Student's Name</i>	14 GRADE _____

17 Dear Parent/Guardian,

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

23 If you would like to request this information, please contact _____
24 by phone at _____ or by e-mail at _____.

27 Sincerely, _____
28 Principal/designee

31 **Policy History:**

32 Adopted on:

33 Reviewed on:

34 Revised on:

1 **School District**

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3 **PERSONNEL**

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page 1 of 2

4
5 Volunteers

6
7 The District recognizes the valuable contributions made to the total school program by members
8 of the community who act as volunteers. By law, a volunteer is an individual who:

- 9
10 1. Has not entered into an express or implied compensation agreement with the District;
11
12 2. Is excluded from the definition of “employee” under appropriate state and federal
13 statutes;
14
15 3. May be paid expenses, reasonable benefits, and/or nominal fees in some situations; and
16
17 4. Is not employed by the District in the same or similar capacity for which he/she is
18 volunteering.
19

20 District employees who work with volunteers shall clearly explain duties for supervising children
21 in school, on the playground, and on field trips. An appropriate degree of training and/or
22 supervision of each volunteer shall be administered commensurate with the responsibility
23 undertaken.
24

25 Volunteers who have unsupervised access to children are subject to the District’s policy
26 mandating background checks.
27

28 Chaperones

29
30 The Superintendent may direct that appropriate screening processes be implemented to assure
31 that adult chaperones are suitable and acceptable for accompanying students on field trips or
32 excursions.
33

34 When serving as a chaperone for the District, the parent(s)/guardian(s) or other adult volunteers,
35 including employees of the District, assigned to chaperone, shall not use tobacco products in the
36 presence of students, nor shall they consume any alcoholic beverages or use any illicit drug
37 during the duration of their assignment as a chaperone, including during the hours following the
38 end of the day’s activities for students. The chaperone shall not encourage or allow students to
39 participate in any activity that is in violation of District policy during the field trip or excursion,
40 including during the hours following the end of the day’s activities. Chaperones shall be given a
41 copy of these rules and sign a letter of understanding verifying they are aware of and agree to
42 these District rules before being allowed to accompany students on any field trip or excursion.
43

44 Any chaperone found to have violated these rules shall not be used again as a chaperone for any
45 District-sponsored field trips or excursions and may be excluded from using District-sponsored
46 transportation for the remainder of the field trip or excursion and be responsible for their own

transportation back home. Employees found to have violated these rules may be subject to disciplinary action.

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

Policy History:

Adopted on:

Reviewed on:

Revised on:

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

5430F

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

Please initial next to each statement:

- _____ The Volunteer understands any volunteer services will not be compensated now or in the future.
- _____ The Volunteer has been informed and understands that volunteer services rendered do not create an employee-employer relationship between the Volunteer and the District for the position stated above.
- _____ The Volunteer understands that the District may not carry worker's compensation insurance and does not carry medical insurance for a person serving as a volunteer in the position stated above.
- _____ The Volunteer understands that the mutually established schedule of services for the position stated above carries no obligation for either party and maybe adjusted at any time.
- _____ The Volunteer understands that services as a volunteer may be terminated at any time.
- _____ The Volunteer understands that they are under the direction of the school district at all times during their service as a volunteer and must follow directives given by district employees.
- _____ The Volunteer understands that they are to follow all laws, policies, and rules regarding student and employee confidentiality during their service as a volunteer.
- _____ The Volunteer understands that they are to follow district policy as well as local, state, federal and other applicable law during their service as a volunteer.
- _____ The Volunteer understands that they are not to use alcohol, tobacco or other drugs around students at any time whether on school property or not.
- _____ The Volunteer understands that they are not to encourage students to violate district policy. The Volunteer further understands that if they observe a student violating district policy they are to report the behavior to the supervising district employee immediately.
- _____ The Volunteer understands that any violation of this agreement, district policy or any local, state, federal or other applicable law can result in permanent termination of volunteer privileges and possible legal action.
- _____ The Volunteer is 18 years of age or older.
- _____ The Volunteer understands that his authorization only applies to the ____/____ school year.
- _____ The Volunteer understands that if the position stated above involves regular unsupervised access to students in schools they shall submit to a name-based and fingerprint criminal background investigation conducted by the appropriate law enforcement agency prior to consideration of this agreement.

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

DISTRICT REPRESENTATIVE

DATE

VOLUNTEER SIGNATURE

DATE

_____ **School District**

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

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

Cross Reference: 5122 Fingerprints and Criminal Background Investigations

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

Policy History:

Adopted on:

Reviewed on:

Revised on:

2
3 **PERSONNEL**

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4
5 Employee use of Electronic Mail, Internet, Networks, and District Equipment

6
7 The District equipment, e-mail and Internet systems are intended to be used for educational
8 purposes only, and employees have no expectation of privacy. Employees have no expectation
9 of privacy in district owned technology equipment, including but not limited to district-owned
10 desktops, laptops, memory storage devices, and cell phones.

11
12 Users of District equipment, e-mail and Internet systems are responsible for their appropriate
13 use. All illegal and improper uses of the equipment, e-mail, and Internet system, including but
14 not limited to network etiquette violations including mail that degrades or demeans other
15 individuals, pornography, obscenity, harassment, solicitation, gambling, and violating copyright
16 or intellectual property rights, are prohibited. Abuse of the equipment, e-mail, or Internet
17 systems through personal use, or use in violation of the law or District policies, will result in
18 disciplinary action, up to and including termination of employment.

19
20 All e-mail/Internet records are considered District records and should be transmitted only to
21 individuals who have a need to receive them. If the sender of an e-mail or Internet message does
22 not intend for the e-mail or Internet message to be forwarded, the sender should clearly mark the
23 message "Do Not Forward."

24
25 To keep District equipment, e-mail and Internet systems secure, users shall not leave the terminal
26 "signed on" when unattended and may not leave their password available in an obvious place
27 near the terminal or share their password with anyone except the system administrator. The
28 District reserves the right to bypass individual passwords at any time and to monitor the use of
29 such systems by employees.

30
31 Additionally, District equipment, records and e-mail/Internet records are subject to disclosure to
32 law enforcement or government officials or to other third parties through subpoena or other
33 process.

34
35 Consequently, the District retains the right to access stored records in cases where there is
36 reasonable cause to expect wrongdoing or misuse of the system and to review, store, and disclose
37 all information sent over the District e-mail systems for any legally permissible reason, including
38 but not limited to determining whether the information is a public record, whether it contains
39 information discoverable in litigation, and to access District information in the employee's
40 absence. Employee e-mail/Internet messages may not necessarily reflect the views of the
41 District.

42
43 All District employees should be aware that e-mail messages can be retrieved, even if they have
44 been deleted, and that statements made in e-mail communications can form the basis of various
45 legal claims against the individual author or the District.

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

Policy History:

Adopted on:

Reviewed on:

Revised on:

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

Every staff member must read and sign below:

I have read, understand, and agree to abide by the terms of the School District's policy regarding District-Provided Access to Electronic Information, Equipment, Services, and Networks (Policies 5450 and 5450P). Should I commit any violation or in any way misuse my access to the District's computers, network and/or the Internet, I understand and agree that my access privilege may be revoked and school disciplinary action may be taken against me.

Terms and Conditions

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

- i. Posting material authored or created by another, without his/her consent;
 - j. Posting anonymous messages;
 - k. Using the network for commercial or private advertising;
 - l. Accessing, submitting, posting, publishing, or displaying any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, harassing, or illegal material; and
 - m. Using the network while access privileges are suspended or revoked.
4. Network Etiquette – The user is expected to abide by the generally accepted rules of network etiquette. These include but are not limited to the following:
- a. Be polite. Do not become abusive in messages to others.
 - b. Use appropriate language. Do not swear or use vulgarities or any other inappropriate language.
 - c. Do not reveal personal information, including the addresses or telephone numbers, of students or colleagues.
 - d. Recognize that electronic mail (e-mail) is not private. People who operate the system have access to all mail. Messages relating to or in support of illegal activities may be reported to the authorities.
 - e. Do not use the network in any way that would disrupt its use by other users.
 - f. Consider all communications and information accessible via the network to be private property.
5. No Warranties – The District makes no warranties of any kind, whether expressed or implied, for the service it is providing. The District will not be responsible for any damages the user suffers. This includes loss of data resulting from delays, non-deliveries, missed deliveries, or service interruptions caused by its negligence or the user's errors or omissions. Use of any information obtained via the Internet is at the user's own risk. The District specifically denies any responsibility for the accuracy or quality of information obtained through its services.

6. Indemnification – The user agrees to indemnify the District for any losses, costs, or damages, including reasonable attorney fees, incurred by the District, relating to or arising out of any violation of these procedures.
7. Security – Network security is a high priority. If the user can identify a security problem on the Internet, the user must notify the system administrator or building principal. Do not demonstrate the problem to other users. Keep your account and password confidential. Do not use another individual's account without written permission from that individual. Attempts to log on to the Internet as a system administrator will result in cancellation of user privileges. Any user identified as a security risk may be denied access to the network.
8. Vandalism and Damage – Vandalism will result in cancellation of privileges, and other disciplinary action. Vandalism is defined as any malicious attempt to harm or destroy data of another user, the Internet, or any other network. This includes but is not limited to uploading or creation of computer viruses. The user is responsible for any unintentional damage to the District-owned equipment or technology that cause by the use or user's negligence. Such damage includes but is not limited to that caused by drops, spills, virus, exposure to heat and cold, or submersion.
9. Charges – The District assumes no responsibility for any unauthorized charges or fees, including telephone charges, long-distance charges, per-minute surcharges, and/ or equipment or line costs.

Internet Safety

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

etiquette; protection from online predators and personal safety; and how to recognize and respond to cyberbullying and other threats.

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

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

User Name (*please print*)

User Signature

Date

PERSONNEL

5450P

Page 1 of 4

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

Terms and Conditions

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

- i. Posting material authored or created by another, without his/her consent;
 - j. Posting anonymous messages;
 - k. Using the network for commercial or private advertising;
 - l. Accessing, submitting, posting, publishing, or displaying any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, harassing, or illegal material; and
 - m. Using the network while access privileges are suspended or revoked.
4. Network Etiquette – The user is expected to abide by the generally accepted rules of network etiquette. These include but are not limited to the following:
- a. Be polite. Do not become abusive in messages to others.
 - b. Use appropriate language. Do not swear or use vulgarities or any other inappropriate language.
 - c. Do not reveal personal information, including the addresses or telephone numbers, of students or colleagues.
 - d. Recognize that electronic mail (e-mail) is not private. People who operate the system have access to all mail. Messages relating to or in support of illegal activities may be reported to the authorities.
 - e. Do not use the network in any way that would disrupt its use by other users.
 - f. Consider all communications and information accessible via the network to be private property.
5. No Warranties – The District makes no warranties of any kind, whether expressed or implied, for the service it is providing. The District will not be responsible for any damages the user suffers. This includes loss of data resulting from delays, non-deliveries, missed deliveries, or service interruptions caused by its negligence or the user's errors or omissions. Use of any information obtained via the Internet is at the user's own risk. The District specifically denies any responsibility for the accuracy or quality of information obtained through its services.

6. Indemnification – The user agrees to indemnify the District for any losses, costs, or damages, including reasonable attorney fees, incurred by the District, relating to or arising out of any violation of these procedures.
7. Security – Network security is a high priority. If the user can identify a security problem on the Internet, the user must notify the system administrator or building principal. Do not demonstrate the problem to other users. Keep your account and password confidential. Do not use another individual's account without written permission from that individual. Attempts to log on to the Internet as a system administrator will result in cancellation of user privileges. Any user identified as a security risk may be denied access to the network.
8. Vandalism and Damage – Vandalism will result in cancellation of privileges, and other disciplinary action. Vandalism is defined as any malicious attempt to harm or destroy data of another user, the Internet, or any other network. This includes but is not limited to uploading or creation of computer viruses. The user is responsible for any unintentional damage to the District-owned equipment or technology that cause by the use or user's negligence. Such damage includes but is not limited to that caused by drops, spills, virus, exposure to heat and cold, or submersion.
9. Charges – The District assumes no responsibility for any unauthorized charges or fees, including telephone charges, long-distance charges, per-minute surcharges, and/ or equipment or line costs.
10. Copyright Web Publishing Rules – Copyright law and District policy prohibit the republishing of text or graphics found on the Web or on District Websites or file servers, without explicit written permission.
 - a. For each republication (on a Website or file server) of a graphic or text file that was produced externally, there must be a notice at the bottom of the page crediting the original producer and noting how and when permission was granted. If possible, the notice should also include the Web address of the original source.
 - b. Students and staff engaged in producing Web pages must provide library media specialists with e-mail or hard copy permissions before the Web pages are published. Printed evidence of the status of "public domain" documents must be provided.
 - c. The absence of a copyright notice may not be interpreted as permission to copy the materials. Only the copyright owner may provide the permission. The manager of the Website displaying the material may not be considered a source of permission.

- d. The “fair use” rules governing student reports in classrooms are less stringent and permit limited use of graphics and text.
- e. Student work may only be published if there is written permission from both the parent/guardian and the student.

Internet Safety

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

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

Procedure History:

Adopted on:

Reviewed on:

Revised:

1 _____ School District

2
3 **PERSONNEL**

5460

Page 1 of 2

4
5
6 Electronic Resources and Social Networking

7
8 The _____ School District recognizes that an effective public education system develops
9 students who are globally aware, civically engaged, and capable of managing their lives and
10 careers. The District also believes that students need to be proficient users of information,
11 media, and technology to succeed in a digital world.

12
13 Public school employees are held to a high standard of behavior. The Montana Department of
14 Education *Professional Educators of Montana Code of Ethics* requires District staff to maintain a
15 professional relationship with each student, both in and outside the classroom. The District
16 encourages all staff to read and become familiar with the Code of Ethics.

17
18 The school district staff shall not socialize with students on social networking websites (during
19 school or out-of-school) in a manner contrary to this policy. Staff are reminded that the same
20 relationship, exchange, interaction, information, or behavior that would be unacceptable in a
21 non-technological medium, is unacceptable when done through the use of technology. In fact,
22 due to the vastly increased potential audience digital dissemination presents, extra caution must
23 be exercised by staff to ensure they don't cross the line of acceptability.

24
25 Specifically, the following forms of technology-based interactivity or connectivity are expressly
26 forbidden when used in a manner not related to the delivery of educational services or district
27 operations. **(DISTRICT SELECT WHICH BULLETS ARE FORBIDDEN. IF AN ITEM IS**
28 **PERMITTED IT CAN BE INCLUDED IN A SEPARATE PARAGRAPH)**

- 29
- 30 • Sharing personal landline or cell phone numbers with students for non-educational
 - 31 purposes;
 - 32 • Text messaging students for non-educational purposes;
 - 33 • Emailing students other than through and to school controlled and monitored accounts;
 - 34 • Soliciting students as friends or contacts on social networking sites for non-educational
 - 35 purposes;
 - 36 • Accepting the solicitation of students as friends or contacts on social networking sites for
 - 37 non-educational purposes;
 - 38 • Creation of District-approved and sanctioned groups or pages on social networking sites
 - 39 that permit the broadcast of information without granting students access to staff
 - 40 member's personal information;
 - 41 • Sharing with student's access information to personal websites or other media through
 - 42 which the staff member would share personal information and occurrences.
 - 43

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

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

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

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

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

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

2
3 **PERSONNEL**

5500

4
5 Payment of Wages Upon Termination

6
7 When a District employee separates from employment, wages owed will be paid on the next
8 regular pay day for the pay period in which the employee left employment or within fifteen (15)
9 days, whichever occurs first.

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

- 13
14 • The employee agrees in writing to the withholding; or
15
16 • The District files a report of the theft with law enforcement within seven (7) business
17 days of separation.
18

19 If no charges are filed within thirty (30) days of the filing of a report with law enforcement,
20 wages are due within a thirty-(30)-day period.
21

22
23
24 Legal Reference: § 39-3-205, MCA Payment of wages when employee separated from
25 employment prior to payday – exceptions
26

27 Policy History:

28 Adopted on:

29 Reviewed on:

30 Revised on:

2
3 **PERSONNEL**

5510

page 1 of 5

4
5 HIPAA

6
7 *Note:*

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

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

23
24 Background

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

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

32
33 **The HIPAA Privacy Rule**

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

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

Under the HIPAA Privacy Rule:

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

Compliance

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

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

Designating a limited number of privacy contacts allows the District to control who is receiving

PHI from the contract claims payor for plan operations purposes. The contract claims payor will provide only the minimum PHI necessary for the stated purpose and, as required under the Privacy Rule, will provide PHI only to individuals with a legitimate need to know for plan operations purposes.

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

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

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

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

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

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

representative, or other individual).

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

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

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

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

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

Complaints

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

The contact information for the Privacy Officer is:

_____[Name and Title]

_____[School District]

_____[Address]

_____[Address]

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

Policy History:

Adopted on:

Reviewed on:

Revised on:

Request for Protected Health Information

5510F

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

I, _____, hereby authorize _____
Name of Employee, Student 18 or older, or Parent/Guardian *Name of Physician/Practice*
to use and/or disclose my protected health information described below to
_____.
School District

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

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

- ☐ Any and all records in the possession of the above-named physician or physician's practice, including mental health, HIV, and/or substance abuse records. (Please cross out any item you do not authorize to be released.)
- ☐ Records regarding treatment for the following condition or injury _____ on or about _____.
- ☐ Records covering the period of time _____ to _____.
- ☐ Other (Specify and include dates.) _____.

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

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

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

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

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

Signature of Patient or Personal Representative

Date

Name of Patient or Personal Representative

Personal Representative's Authority

1 _____ **School District**

2
3 **PERSONNEL**

5630

4
5 Employee Use of Mobile Devices

6
7 The Board recognizes that the use of mobile devices may be appropriate to help ensure the safety
8 and security of District property, students, staff, and others while on District property or engaged
9 in District-sponsored activities.

10
11 District-owned mobile devices will be used for authorized District business purposes.
12 Unauthorized personal use of such equipment is prohibited except in emergency situations.
13 Use of mobile devices in violation of Board policies, administrative regulations, and/or
14 state/federal laws will result in discipline up to and including termination of employment.

15
16 District employees are prohibited from using mobile devices while driving or otherwise
17 operating District-owned motor vehicles, or while driving or otherwise operating personally-
18 owned vehicles for school district purposes.

19
20 Emergency Use

21
22 Staff are encouraged to use any available mobile device in the event of an emergency that
23 threatens the safety of students, staff, or other individuals.

24
25 Use of Personal Mobile Devices

26
27 Employees are prohibited from using their personal mobile devices during the instructional
28 period for non-instructional purposes. When necessary, employees may use their personal
29 mobile devices only during non-instructional time. In no event shall an employee's use of a
30 mobile device interfere with the employee's job obligations and responsibilities. If such use is
31 determined to have interfered with an employee's obligations and responsibilities, the employee
32 may be disciplined in accordance with the terms of the collective bargaining agreement and
33 Board policies.

34
35 Policy History:

36 Adopted on:

37 Reviewed on:

38 Revised on:

Professional Educators of Montana Code of Ethics

Professional educators recognize and accept their responsibility to create learning environments to help all students reach their full potential. They understand the trust and confidence placed in them by students, families, colleagues, and the community. To achieve their professional purpose, educators strive to maintain the highest ethical standards. The Professional Educators of Montana Code of Ethics sets out these fundamental principles which guide their behavior.

Principle I. Commitment to Students and Families. The ethical educator:

- A. Makes the well-being of students the foundation of all decisions and actions.
- B. Promotes a spirit of inquiry, creativity, and high expectations.
- C. Assures just and equitable treatment of every student.
- D. Protects students when their learning or well-being is threatened by the unsafe, incompetent, unethical or illegal practice of any person.
- E. Keeps information confidential that has been obtained in the course of professional service, unless disclosure serves a compelling purpose in the best interest of students, or is required by law.
- F. Respects the roles, responsibilities and rights, of students, parents and guardians.
- G. Maintains appropriate educator-student relationship boundaries in all respects, including speech, print, and digital communications.

Principle II. Commitment to the Profession. The ethical educator:

- A. Fulfills professional obligations with diligence and integrity.
- B. Demonstrates continued professional growth, collaboration and accountability.
- C. Respects the roles, responsibilities, and rights of colleagues, support personnel, and supervisors.
- D. Contributes to the development of the profession's body of knowledge.
- E. Manages information, including data, with honesty.
- F. Teaches without distortion, bias, or prejudice.
- G. Represents professional qualifications accurately.

Principle III. Commitment to the Community. The ethical educator:

- A. Models the principles of citizenship in a democratic society.
- B. Understands and respects diversity.
- C. Protects the civil and human rights of students and colleagues.
- D. Assumes responsibility for personal actions.
- E. Demonstrates good stewardship of public resources.
- F. Exemplifies a positive, active role in school-community relations.
- G. Adheres to the terms of contracts, district policies and procedures, and relevant statutes and regulations.

Adopted by the Certification Standards and Practices Advisory Council July 13, 2016

R = required

_____ **SCHOOL DISTRICT**

**6000 SERIES
ADMINISTRATION**

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R 6210	Principals
R 6410	Evaluation of Administrative Staff
6420	Professional Growth and Development

1 _____ **School District**

2
3 **ADMINISTRATION**

6000

4
5 Goals

6
7 The administrative staff's primary functions are to manage the District and to facilitate the
8 implementation of a quality educational program. It is the goal of the Board that the
9 administrative organization:

- 10
11 1. Provide for efficient and responsible supervision, implementation, evaluation, and
12 improvement of the instructional program, consistent with the policies established by the
13 Board;
14
15 2. Provide effective and responsive communication with staff, students, parents, and other
16 citizens; and
17
18 3. Foster staff initiative and rapport.

19
20 The District's administrative organization will be designed so that all divisions and departments
21 of the District are part of a single system guided by Board policies implemented through the
22 Superintendent. Principals and other administrators are expected to administer their facilities in
23 accordance with Board policy and the Superintendent's rules and procedures.
24
25
26

27 Policy History:

28 Adopted on:

29 Reviewed on:

30 Revised on:

ADMINISTRATION

6110

Superintendent - Duties and Authority

The Superintendent is the District's executive officer and is responsible for the administration and management of District schools, in accordance with Board policies and directives and state and federal law. The Superintendent is authorized to develop administrative procedures to implement Board policy and to delegate duties and responsibilities; however, delegation of a power or duty does not relieve the Superintendent of responsibility for that which was delegated.

Qualifications and Appointment

The Superintendent will have the experience and skills necessary to work effectively with the Board, District employees, students, and the community. The Superintendent must be appropriately licensed and endorsed in accordance with state statutes and Board of Public Education rules; or considered appropriately assigned if the Superintendent is enrolled in an internship program as defined in ARM 10.55.602 and meets the requirements of ARM 10.55.607 and ARM 10.55.702.

Administrative Work Year

The Superintendents' work year will correspond with the District's fiscal year, unless otherwise stated in an employment agreement. In addition to legal holidays, the Superintendent will have vacation periods as approved by the Board of Trustees. [The Board of Trustees must give the Superintendent prior approval for time away from the District as included in this policy.]

Evaluation

At least annually, and in accordance with the Superintendent's contract, the Board will evaluate the performance of the Superintendent, using standards and objectives developed by the Superintendent and the Board, which are consistent with District mission and goal statements. A specific time shall be designated for a formal evaluation session. The evaluation will include a discussion of professional strengths, as well as performance areas needing improvement.

Compensation and Benefits

The Board and the Superintendent will enter into a contract which conforms to this policy and state law. The contract will govern the employment relationship between the Board and the Superintendent.

Legal Reference:	§ 20-4-402, MCA	Duties of district superintendent or county high school principal
	ARM 10.55.602	Definition of Internship
	ARM 10.55.607	Internships
	ARM 10.55.701	Board of Trustees
	ARM 10.55.702	Licensure and Duties of District Administrator – District Superintendent

Policy History:

Adopted on:

Reviewed on:

Revised on:

ADMINISTRATION

6110P

page 1 of 2

Superintendent

The Board will:	The Superintendent will:
Select the Superintendent and delegate to him/her all necessary administrative powers.	Serve as chief executive officer of the District.
Adopt policies for the operations of the school system and review administrative procedures.	Recommend policies or policy changes to the Board and develop procedures which implement Board policy.
Formulate a statement of goals reflecting the philosophy of the District.	Provide leadership in the development, operation, supervision, and evaluation of the educational program.
Adopt annual objectives for improvement of the District.	Recommend annual objectives for improvement of the District.
Approve courses of study.	Recommend courses of study.
Approve textbooks.	Recommend textbooks.
Approve the annual budget.	Prepare and submit the annual budget.
Employ certificated and classified staff, in its discretion, upon recommendation of the Superintendent.	Recommend candidates for employment as certificated and classified staff.
Authorize the allocation of certificated and classified staff.	Recommend staff needs based on student enrollment, direct and assign teachers and other employees of the schools under his/her supervision; shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District, subject to the approval of the Board.
Approve contracts for major construction, remodeling, or maintenance.	Recommend contracts for major construction, remodeling, or maintenance.
Approve payment of vouchers and payroll.	Recommend payment of vouchers and payroll.
Approve proposed major changes of school plant and facilities.	Prepare reports regarding school plant and facilities needs.

The Board will:	The Superintendent will:
Approve collective bargaining agreements.	Supervise negotiation of collective bargaining agreements.
Assure that appropriate criteria and processes for evaluating staff are in place.	Establish criteria and processes for evaluating staff.
Appoint citizens and staff to serve on special Board committees, if necessary.	Recommend formation of <i>ad hoc</i> citizens' committees.
Conduct regular meetings.	As necessary, attend all Board meetings and all Board and citizen committee meetings, serve as an ex-officio member of all Board committees, and provide administrative recommendations on each item of business considered by each of these groups.
Serve as final arbitrator for staff, citizens, and students.	Inform the Board of appeals and implement any such forthcoming Board decisions.
Promptly refer to the Superintendent all criticisms, complaints, and suggestions called to its attention.	Respond and take action on all criticism, complaints, and suggestions, as appropriate.
Authorize the ongoing professional enrichment of its administrative leader, as feasible.	Undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations.
Approve appropriate District expenditures recommended by the Superintendent for the purpose of ongoing District operations.	Diligently investigate and make purchases that benefit the most efficient and functional operation of the District.

NOTE: A copy of the Superintendent's evaluation tool and job description may be included.

Legal Reference: ARM 10.55.701 Board of Trustees

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

2
3 **ADMINISTRATION**

6121

4
5 District Organization

6
7 The Superintendent shall develop an organizational chart indicating the channels of authority and
8 reporting relationships for school personnel. These channels should be followed, and no level
9 should be bypassed, except in unusual circumstances.

10
11 The organization of District positions of employment for purposes of supervision, services,
12 leadership, administration of Board policy, and all other operational tasks shall be on a “line and
13 staff” basis. District personnel occupying these positions of employment shall carry out their
14 duties and responsibilities on the basis of line and staff organization.

15
16
17
18 Policy History:

19 Adopted on:

20 Reviewed on:

21 Revised on:

1 _____ **School District**

2
3 **ADMINISTRATION**

6122

4
5 Delegation of Authority

6
7 Unless otherwise specified, the Superintendent has the authority to designate a staff member to
8 serve in an official capacity for the implementation of District policies or as his/her personal
9 representative. This authorization will include those responsibilities appropriate for the position
10 as designated or directed by the Superintendent.
11
12
13

14 Policy History:

15 Adopted on:

16 Reviewed on:

17 Revised on:

ADMINISTRATION

6140

Duties and Qualifications of Administrative Staff Other Than Superintendent

Duty and Authority

As authorized by the Superintendent, administrative staff will have full responsibility for day-to-day administration of the area to which they are assigned. Administrative staff are governed by Board policies and are responsible for implementing administrative procedures relating to their assigned responsibilities.

Each administrator's duties and responsibilities will be set forth in a job description for that particular position.

Qualifications

All administrative personnel must be appropriately licensed and endorsed in accordance with state statutes and Board of Public Education rules, or be considered appropriately assigned if the administrator is enrolled in an internship as defined in ARM 10.55.602 and meets the requirements of ARM 10.55.607, and must meet other qualifications as specified in their position's job description.

Administrative Work Year

The administrators' work year will correspond with the District's fiscal year, unless otherwise stated in an employment agreement. In addition to legal holidays, the administrators will have vacation periods as approved by the Superintendent.

Compensation and Benefits

Administrators will receive compensation and benefits as stated in their employment agreements.

Legal Reference:	§ 20-4-401, MCA	Appointment and dismissal of district superintendent or county high school principal
	§ 20-4-402, MCA	Duties of district superintendent or county high school principal
	10.55.701 ARM	Board of Trustees
	10.55.602 ARM	Definition of Internship
	10.55.607 ARM	Internships
	10.55.702 ARM	Licensure and Duties of District Administrator

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

2
3 **ADMINISTRATION**

6141

4
5 Employment and Association Restrictions

6
7 The Superintendent must give prior approval for time taken by administrators from the regularly
8 assigned work schedules, for such paid activities as consulting, college teaching, lecturing, and
9 other related employment.

10
11 The amount of time lost to the District will be but is not restricted to being: deducted from
12 vacation time; granted as additional personal leave as specified by a written contract; or prorated
13 to a dollar amount to be deducted in the next regularly scheduled pay period.

14
15 Time taken from the regularly assigned work schedule for non-paid activities shall follow the
16 format established above.

17
18
19
20 Policy History:

21 Adopted on:

22 Reviewed on:

23 Revised on:

ADMINISTRATION

6210

Principals

Principals are the chief administrators of their assigned schools and are responsible for the day-to-day operation of their building. The primary responsibility of Principals is the development and improvement of instruction. The majority of the Principals' time shall be spent on curriculum and staff development through formal and informal activities, establishing clear lines of communication regarding the school rules, accomplishments, practices, and policies with parents and teachers. Principals are responsible for management of their staff, maintenance of the facility and equipment, administration of the educational program, control of the students attending the school, management of the school's budget, and communication between the school and the community, and enforcement of District policy. Principals will be evaluated in accordance with ARM 10.55.701(4)(a)(b).

Legal Reference:	§ 20-4-403, MCA	Powers and duties of principal
	10.55.701, ARM	Board of Trustees
	10.55.703, ARM	Licensure and Duties of School Principal

Policy History:

Adopted on:

Reviewed on:

Revised on:

ADMINISTRATION

6410

Evaluation of Administrative Staff

Each administrator will be evaluated annually, in order to provide guidance and direction to the administrator in the performance of his/her assignment. Such evaluation will be based on job descriptions, accomplishment of annual goals and performance objectives, and established evaluative criteria.

The Superintendent shall establish procedures for the conduct of these evaluations. Near the beginning of the school year, the Superintendent shall inform the administrator of the criteria to be used for evaluation purposes, including the adopted goals for the District. Such criteria shall include performance statements dealing with leadership; administration and management; school financing; professional preparation; effort toward improvement; interest in students, staff, citizens, and programs; and staff evaluation.

Both the evaluator and the administrator involved in the evaluation will sign the written evaluation report and retain a copy for their records. A person being evaluated has the right to submit and attach a written statement to the evaluation within a reasonable time following the evaluation conference.

Cross Reference: 6140 Duties and Qualifications of Administrative Staff Other Than Superintendent

Legal Reference: 10.55.701, ARM Board of Trustees

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

2
3 **ADMINISTRATION**

6420

4
5 Professional Growth and Development

6
7 The Board recognizes that training and study for administrators contribute to skill development
8 necessary to better serve the District's needs.

9
10 The Administrator is encouraged to be a member of and participate in professional associations
11 which have as their purposes the upgrading of school administration and the continued
12 improvement of education in general.

13
14
15
16 Legal Reference: § 20-1-304, MCA Pupil-instruction-related day

17
18 Policy History:

19 Adopted on:

20 Reviewed on:

21 Revised on:

R = required

_____ **SCHOOL DISTRICT**

**7000 SERIES
FINANCIAL MANAGEMENT**

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7550	Indirect Cost Reimbursement
7625	Use of Enhanced Tax Credits

1 _____ **School District**

2
3 **FINANCIAL MANAGEMENT**

7000

4
5 Goals

6
7 Because educational programs are dependent on adequate funding and the proper management of
8 those funds, District goals can best be attained through efficient fiscal management. As trustee
9 of local, state, and federal funds allocated for use in public education, the Board shall fulfill its
10 responsibility to see that funds are used to achieve the intended purposes.

11
12 Because of resource limitations, fiscal concerns often overshadow the educational program.
13 Recognizing this, the District must take specific action to ensure that education remains primary.
14 This concept shall be incorporated into Board operations and into all aspects of District
15 management and operation.

16
17 The Board seeks to achieve the following goals in the District's fiscal management:

- 18
19 1. Engage in advance planning, with staff and community involvement, to develop budgets
20 which will achieve the greatest educational returns in relation to dollars expended.
21
22 2. Establish levels of funding which shall provide superior education for District students.
23
24 3. Provide timely and appropriate information to staff who have fiscal responsibilities.
25
26 4. Establish efficient procedures in all areas of fiscal management.
27
28
29

30 Legal Reference: Title 20, Chapter 9, MCA Finance

31
32 Policy History:

33 Adopted on:

34 Reviewed on:

35 Revised on:

_____ **School District**

FINANCIAL MANAGEMENT

7008

Nonresident Student Attendance Agreement (Tuition/Transportation Costs)

Whenever a nonresident student is to be enrolled in the District, either by choice or by placement, an attendance agreement must be filed with the Board. Terms of the agreement must include tuition rate, the party responsible for paying tuition and the schedule of payment, transportation charges, if any, and the party responsible for paying transportation costs.

Tuition rates shall be determined annually, consistent with Montana law and approved by the Board.

Cross Reference: 3141 Discretionary Nonresident Student Attendance Policy

Legal Reference:	§ 20-5-314, MCA	Reciprocal attendance agreement with adjoining state or province
	§ 20-5-320, MCA	Attendance with discretionary approval
	§ 20-5-321, MCA	Attendance with mandatory approval – tuition and transportation
	§ 20-5-322, MCA	Residency determination – notification – appeal for attendance agreement
	§ 20-5-323, MCA	Tuition and transportation rates
	10.10.301, ARM	Calculating Tuition Rates

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

2
3 **FINANCIAL MANAGEMENT**

7110

4
5 Budget and Program Planning

6
7 The annual budget is evidence of the Board's commitment to the objectives of the instruction
8 programs. The budget supports immediate and long-range goals and established priorities within
9 all areas – instructional, noninstructional, and administrative programs.

10
11 Before presentation of a proposed budget for adoption, the Superintendent and [business
12 manager/district clerk] will prepare, for the Board's consideration, recommendations (with
13 supporting documentation) designed to meet the needs of students, within the limits of
14 anticipated revenues.

15
16 Program planning and budget development [will/may] provide for staff participation and the
17 sharing of information with patrons before any action by the Board.
18
19
20

21 Policy History:

22 Adopted on:

23 Reviewed on:

24 Revised on:

2
3 **FINANCIAL MANAGEMENT**

7121

4
5 Budget Adjustments

6
7 When any budgeted fund line item is in excess of the amount required, the Board may transfer any of
8 the excess appropriation to another line item(s) within the same fund.
9

10 The Board authorizes the administration to transfer line items within the same budgeted fund to
11 adjust line item overdrafts or to meet special line item needs. Line item budget transfers to adjust line
12 item overdrafts are at the discretion of the administrators.
13

14 Total budget expenditures for each fund as adopted in the final budget shall constitute the
15 appropriations of the District for the ensuing fiscal year. The Board will be limited in the incurring
16 of expenditures to the total of such appropriations.
17

18 With timely notice of a public meeting, trustees, by majority vote of those present, may declare by
19 resolution that a budget amendment (in addition to the final budget) is necessary. Budget
20 amendments are authorized for specified reasons by § 20-9-161, MCA. The resolution must state the
21 facts constituting the need for the budget amendment, the funds affected by the budget amendment,
22 the anticipated source of financing, the estimated amount of money required to finance the budget
23 amendment, and the time and place the trustees will meet for the purpose of considering and adopting
24 the budget amendment for the current school fiscal year.
25

26 The meeting to adopt a budget amendment will be open and will provide opportunity for any
27 taxpayer to appear and be heard. Budget procedures will be consistent with statutory requirements.
28 When applicable, the District will apply for state financial aid to supplement the amount to be
29 collected from local taxes.
30

31 Legal Reference:	§ 20-9-133, MCA	Adoption and expenditure limitations of final budget
32	§ 20-9-161, MCA	Definition of budget amendment for budgeting
33		purposes
34	§ 20-9-162, MCA	Authorization for budget amendment adoption
35	§ 20-9-163, MCA	Resolution for budget amendment – petition to
36		superintendent of public instruction
37	§ 20-9-164, MCA	Notice of budget amendment resolution
38	§ 20-9-165, MCA	Budget amendment limitation, preparation, and
39		adoption procedures
40	§ 20-9-166, MCA	State financial aid for budget amendments
41	§ 20-9-208, MCA	Transfers among appropriation items of fund –
42		transfers from fund to fund
43		

44 Policy History:

45 Adopted on:

46 Reviewed on:

47 Revised on:

1 _____ **School District**

2
3 **FINANCIAL MANAGEMENT**

7210

4
5 Revenues

6
7 The District will seek and utilize all available sources of revenue for financing its educational
8 programs, including revenues from non-tax, local, state, and federal sources. The District will
9 properly credit all revenues received to appropriate funds and accounts as specified by federal
10 and state statutes and accounting and reporting regulations for Montana school districts.

11
12 The District will collect and deposit all direct receipts of revenues as necessary but at least once
13 monthly. The District will make an effort to collect all revenues due from all sources, including
14 but not limited to rental fees, bus fees, fines, tuition fees, other fees and charges. Uncollectible
15 checks may be turned over to the county attorney for collection.

16
17
18
19 Legal Reference: Title 20, Chapter 9, MCA Finance
20 Title 10, Chapter 10, ARM Special Accounting Practices

21
22 Policy History:

23 Adopted on:

24 Reviewed on:

25 Revised on:

1 _____ **School District**

2
3 **FINANCIAL MANAGEMENT**

7215

4
5 Obligations and Loans

6
7 The District may, without a vote of the electors of the District, secure loans from or issue and sell
8 to the board of investments or a bank, building and loan association, savings and loan
9 association, or credit union that is a regulated lender under Montana law, obligations for the
10 purpose of financing all or a portion of:

- 11
12 A. the costs of vehicles and equipment and construction of buildings used primarily
13 for the storage and maintenance of vehicles and equipment;
14 B. the costs associated with renovating, rehabilitating, and remodeling facilities,
15 including but not limited to roof repairs, heating, plumbing, electrical systems,
16 and cost-saving measures as defined in Montana law;
17 C. the costs of nonpermanent modular classrooms necessary for student instruction
18 when existing buildings of the district are determined to be inadequate by the
19 trustees;
20 D. any other expenditure that the district is otherwise authorized to make including
21 the payment of settlements of legal claims and judgments; and
22 E. the costs associated with the issuance and sale of the obligations.

23
24 Before seeking to secure a loan or issue and sell obligations to a regulated lender, the District
25 shall first offer the board of investments a written notice of the board's right of first refusal. If
26 the board of investments accepts the offer to issue a loan or purchase obligations, the board shall
27 provide a written response to the trustees by the later of:

- 28
29 A. 120 days following delivery of the trustees' offer to the board; or
30 B. the day after the next meeting of the board of investments.

31
32 If the trustees have not received a written acceptance by the deadline the District may seek to
33 secure a loan or issue and sell an obligation to a regulated lender as outlined in this policy and
34 Montana law.

35
36 The District may access its major maintenance aid account for school facility projects, including
37 the payment of principal and interest on obligations issued in accordance with this policy and
38 Montana law for school facility projects,

39
40 Legal Reference: Section 20-9-471, MCA - Issuance of obligations
41 Section 20-9-525, MCA - School major maintenance aid account

42 Policy History:

43 Adopted on:

44 Reviewed on:

45 Revised on:

1 _____ **School District**

R

2
3 **FINANCIAL MANAGEMENT**

7220

4
5 Use of Federal Title I Funds

6
7 The School District will ensure that federal Title I funds, are used only to supplement, and not
8 supplant, state and local funds that would, in the absence of federal funds, be spent on Title I
9 programs, or services supported by federal funds.

10
11 Title I funds will not take the place of funds supporting education services that are to be provided
12 to all students. The School District uses Title I funds only to supplement funds that would, in the
13 absence of Title I funds, be made available from state and local non-Federal sources for the
14 education of children participating in Title I programs.

15
16
17 Cross Reference: 2160 – Title I Family Engagement

18
19 Legal Reference: Elementary and Secondary Education Act, Section 1118(b)(1)

20
21 Policy History:

22 Adopted on:

23 Reviewed on:

24 Revised on:

_____ School District

R

FINANCIAL MANAGEMENT

7220P

Use of Federal Title I Funds Methodology

In accordance with the Every Student Succeeds Act (ESSA), _____ School District has adopted this procedure to ensure that Title I-A federal funds are supplementing District resources and not supplanting District resources. The procedure documents that the School District's neutrally determined distribution of state and local funds to each school within the boundaries of the School District is in compliance with federal law.

[Option 1] _____ School District is a district with a single school and is exempt from the methodology requirement.

[Option 2] _____ School District is a district one school per grade span and is exempt from the methodology requirement.

[Option 3] _____ School District is a district with multiple schools per grade spans and adopts this methodology in accordance with ESSA. For the purposes of this methodology elementary means grades K-8 and secondary means grades 9-12.

The School District determines the resource allocation on total enrollment for each school as if the state and local funds are the only resources each school is receiving. Each school is given additional allocations for other needs such as technology, supplies, and additional necessary costs.

The School District groups schools by elementary or secondary grade span. Each grade span may receive a different per student amount, but all schools are treated the same whether or not these schools are served under Title I-A. There are _____ elementary students and _____ secondary students in the School District.

The School District's state and local funds are allocated in a per student calculation. For full-time equivalency staff including administrators, educators, instructional staff, and school counselors, including salaries and benefits \$_____ is allocated per elementary student and \$_____ is allocated per secondary student.

Additional necessary costs, such as professional development, technology, lunch, library supplies, transportation, student activities, utilities, maintenance, safety, and security, are allocated at \$_____ per student in all schools.

Cross Reference: 7220 – Use of Federal Title I Funds

Legal Reference: Elementary and Secondary Education Act, Section 1118(b)(1)

Policy History:

- 1 Adopted on:
- 2 Reviewed on:
- 3 Revised on:
- 4

_____ School District

FINANCIAL MANAGEMENT

7225

Crowdfunding Proposals

All crowd funding requests and receivables are governed and supervised by board policy. Crowd funding endeavors are generally viewed as beneficial when coordinated with district goals, initiatives, and existing plans. Proposals, products, and resources generated through crowd funding must receive prior approval from the Superintendent or designee. Approvals for proposals or gifted resources may be denied based upon but not limited to: technology, curricular, and/or activities incompatibility; long term sustainability concerns regarding materials, service, and/or staffing; conflicts with district initiatives, state or federal law.

If a proposal is successfully funded:

- The author(s) shall immediately notify the Superintendent.
- A check should be requested to be mailed to the school in the name of the school, not to an individual person.
- All gifts, grants, bequests, and contributions must be officially accepted in accordance Policy 7260 (Endowments, Gifts, and Investments).
- All non-monetary items (supplies, equipment, etc.) obtained are the property of the Rosebud School District and all inventory procedures apply, and, if applicable, will remain in the school where the author(s) was (were) located at time of the grant award.
- All monetary donations should be recorded by the business manager/clerk in the Schools Funds accounting system at each school.

A file is to be maintained at the school for any crowd funding request. This file should include: the principal's/administrator's fundraising approval form, the written detail of the projects as well as what is posted on the platform website, any photos or images posted with the project and a copy of all agreements and permission forms.

Only district related/approved groups are permitted to operate under this policy and that non-District groups may not use the District's name, network or infrastructure to conduct online fundraising.

As public employees, staff members are subject to Montana public employee's ethics laws. Staff members may not solicit or accept material, cash, or equipment intended for personal use from individuals or through a crowd source effort that could be considered a gift of substantial value or that otherwise violates the ethics statutes.

Cross Reference: 7260 Endowments, Gifts, and Investments

Legal Reference:	§20-6-601, MCA	Power to accept gifts
	§20-6-604, MCA	Sale of property when resolution passed after hearing – appeal procedure
	§2-2-102(3), MCA	Definitions
	§2-2-104, MCA	Rules of conduct for public officers, legislators, and public employees

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 **Elementary**

2
3 **FINANCIAL MANAGEMENT**

7231
Page 1 of 2

5
6 Federal Impact Funds

7
8 It is the intent of the District that all American Indian children of school age have equal access to
9 all programs, services, and activities offered in the District.

10
11 It is also the intent of the District to fully comply with the requirements of Title VII of the
12 Elementary and Secondary Education Act (ESEA) and regulations relating thereto. To that end,
13 the District shall:

- 14
15 1. Provide tribal officials and parents of Indian children with relevant applications,
16 evaluations, program plans and information related to the District's education program
17 and activities sufficient advance notice for an opportunity to comment on the
18 participation of Indian children on an equal basis in all programs and activities offered by
19 the District;
20
21 2. Annually assess the extent to which Indian students are participating on an equal basis in
22 the educational programs and activities of the District;
23
24 3. If and when necessary, modify its educational programs to ensure that Indian children
25 participate on an equal basis with non-Indian children served by the District;
26
27 4. Respond at least annually in writing to comments and recommendations made by tribes
28 or parents of Indian children, and disseminate the responses to the tribe and parents of
29 Indian children prior to the submission of the IPP's.
30
31 5. Provide an opportunity for tribes and parents of Indian children to provide their views on
32 the District's educational program and activities, including recommendations on the
33 needs of their children and how the District may help those children realize their benefits
34 of the District's education programs and activities.
35
36 6. Provide a copy of the IPP's annually to the affected tribe or tribes.

37
38
39 Assessments

40
41 Tribal officials and parents of Indian children are encouraged to assess the effectiveness of their
42 input regarding the participation of Indian children in the District's educational programs and
43 activities and the development and implementation of the District's Indian policies and
44 procedures and share the results of such assessment with the District.
45
46

Legal Reference: 20 U.S.C.S. 7701, et seq. The Impact Aid Program Statute (Title VIII of the Elementary and Secondary Education Act of 1965)
Title VII of the ESEA as amended January 31, 2017
34 CFR 222.94 What provisions must be included in a local educational agency's Indian policies and procedures?

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **Elementary**

2
3 **FINANCIAL MANAGEMENT**

7231P
page 1 of 2

4
5 Federal Impact Funds

6
7 The Board adopts the following procedures as required by Title VII of the Elementary and Secondary
8 Education Act (ESEA):
9

- 10 1. The Superintendent and/or his/her designee will disseminate information and seek timely input
11 regarding the following programs on its educational program (including but, not limited to): Title
12 I, Part A, Title I, Part C, Title I, Part D, Title II, Part A, Title III, Part A, Title IV, Part A, Title
13 IV, Part B, Title V, Part B subpart 2, Title VI, Part A, subpart 1, Title VII-Impact Aid programs,
14 Johnson O'Malley programming.
15

16 The completed applications, evaluations, and program planning will be made available to parents
17 of Indian children, Tribal officials, and the Indian Education Committee and a summary will be
18 prepared and disseminated _____ days/weeks in advance of public meetings held in _____
19 and _____ (enter months of meetings) to afford all interested parties the opportunity to
20 review the documents with sufficient time to provide thoughtful input at the meetings. These
21 meetings will be publicly advertised by _____ (describe how they are advertised) to allow
22 all interested parties to attend.
23

24 Parents of Indian children, tribal officials, the Indian Education Committee and any other
25 interested person can review assessment data to help develop or modify educational programs and
26 services allowing for the participation of Indian students on an equal basis in the district.
27

28 Minutes from the Indian Education meetings will be posted on the District's website for all
29 patrons and Tribal officials to review. This will allow for ongoing dissemination of information.
30
31

- 32 2. The _____ School District will take the following measures to annually assess the extent to
33 which Indian children participate on an equal basis with non-Indian children in the District's
34 education program and activities.
35 A. The District will monitor Indian student participation in all academic and co-
36 curricular activities.
37 B. School district officials will review school data to assess the extent of Indian
38 children's participation in the District's education programs on an equal basis.
39 C. The District will share its assessment of district funding, Indian student
40 participation, related academic achievements and other related data will be
41 shared with the parents of Indian children and tribal officials by (mail,
42 email, posting at tribal offices, etc.).
43 D. Parents of Indian children, tribal officials and other interested parties may
44 express their views on participation through direct communication with the
45 school district, at any school board meeting or to the Indian Education
46 Committee (Parent Advisory Committee).
47 E. Copies of annual reports will be provided to tribal officials.
48
49
50

- 3.
- During the organization meeting of the Indian Education Committee (Parent Advisory Committee), the Indian Policies and Procedures (Policies 7231-7231P) will be reviewed and revised if necessary. Once this has happened, the document will be forwarded to the _____ School Board as well as the tribal officials and parents of Indian children for review and consideration. If necessary, the Indian Education Committee (Parent Advisory Committee) may suggest revisions at other times of the year as appropriate. Any updates will be sent to parents of Indian children and tribal officials with _____ (days/weeks) of adoption by the _____ School Board.
- 4.
- The _____ School District will respond at least annually in writing to comments and recommendations made by tribes or parents of Indian children, and disseminate the responses to the tribe and parents of Indian children prior to the submission of the IPP's by the District.
- 5.
- The Indian Education Committee (parent Advisory Committee) of the District will meet _____ (monthly, quarterly, etc.) for the purpose of addressing comments and concerns of parents of Indian children regarding the District's educational programs and activities. The meeting agendas are posted and all meetings are open to the public allowing for tribal officials as well as parents of Indian children the opportunity to submit comments and recommendations for consideration.
- A school board representative is a non-voting member of the Indian Education Committee (Parent Advisory Committee). This representation allows for the discussion of the needs of the students and ideas to be brought forward to both the Indian Education Committee (Parent Advisory Committee) as well as the School Board.
- At an annual board meeting held in _____ (month), members of the Indian community will be afforded the opportunity to provide comments and suggestions regarding programming for Indian students.
- 6.
- The District will annually provide a current copy of Policies 7231 and 72131P to the _____ tribe by _____ (mail, email, posting at tribal offices, etc.).

Legal Reference:	20 U.S.C.S. 7701, et seq.	The Impact Aid Program Statute (Title VIII of the Elementary and Secondary Education Act of 1965)
	34 CFR 222.94	What provisions must be included in a local educational agency's Indian policies and procedures?

Policy History:
Adopted on:
Reviewed on:
Revised on:

1 _____ **School District**

2
3 **FINANCIAL MANAGEMENT**

7310

4
5 Budget Implementation and Execution

6
7 Once adopted by the Board, the operating budget shall be administered by the Superintendent's
8 designees. All actions of the Superintendent/designees in executing programs and/or activities
9 delineated in that budget are authorized according to these provisions:

- 10
11 1. Expenditure of funds for employment and assignment of staff shall meet legal
12 requirements of the state of Montana and adopted Board policies.
13
14 2. Funds held for contingencies may not be expended without Board approval.
15
16 3. A listing of warrants describing goods and/or services for which payment has been made
17 must be presented for Board ratification each month.
18
19 4. Purchases will be made according to the legal requirements of the state of Montana and
20 adopted Board policy.
21
22
23

24 Legal Reference: § 20-3-332, MCA Personal immunity of trustees
25 § 20-9-213, MCA Duties of trustees
26

27 Policy History:

28 Adopted on:

29 Reviewed on:

30 Revised on:

1 _____ **School District**

2
3 **FINANCIAL MANAGEMENT**

7320
page 1 of 2

4
5 Purchasing

6
7 Authorization and Control

8
9 The Superintendent is authorized to direct expenditures and purchases within limits of the
10 detailed annual budget for the school year. The Board must approve purchase of capital outlay
11 items, when the aggregate total of a requisition exceeds \$ _____, except the Superintendent
12 shall have the authority to make capital outlay purchases without advance approval when
13 necessary to protect the interests of the District or the health and safety of staff or students. The
14 Superintendent will establish requisition and purchase order procedures to control and maintain
15 proper accounting of expenditure of funds. Staff who obligate the District without proper
16 authorization may be held personally responsible for payment of such obligations.
17

18 Bids and Contracts

19
20 Whenever it is in the interest of the District, the District will execute a contract for any building
21 furnishing, repairing, or other work for the benefit of the District. If the sum of the contract or
22 work exceeds Eighty Thousand Dollars (\$80,000), the District will call for formal bids by issuing
23 public notice as specified in statute. Specifications will be prepared and made available to all
24 vendors interested in submitting a bid. The contract shall be awarded to the lowest responsible
25 bidder, except that the trustees may reject any or all bids as per § 18-4-307, MCA as stated below
26 in the legal reference. The Board, in making a determination as to which vendor is the lowest
27 responsible bidder, will take into consideration not only the amount of each bid, but will also
28 consider the skill, ability, and integrity of a vendor to do faithful, conscientious work and to
29 promptly fulfill the contract according to its letter and spirit. Bidding requirements do not apply
30 to a registered professional engineer, surveyor, real estate appraiser, or registered architect; a
31 physician, dentist, pharmacist, or other medical, dental, or health care provider; an attorney; a
32 consulting actuary; a private investigator licensed by any jurisdiction; a claims adjuster; or an
33 accountant licensed under Title 37, Chapter 50.
34

35 Advertisement for bid must be made once each week for two (2) consecutive weeks, and a
36 second (2nd) publication must be made not less than five (5) or more than twelve (12) days before
37 consideration of bids.
38

39 The Superintendent will establish bidding and contract-awarding procedures. Each bid and
40 procurement procedures completed by the District will comply with applicable
41 nondiscrimination laws. Each vendor or contractor awarded a contract under this policy or any
42 District procurement process shall comply with all applicable nondiscrimination laws. Bid
43 procedures will be waived only as specified in statute. Any contract required to be let for bid
44 shall contain language to the following effect:
45

1 *In making a determination as to which vendor is the lowest responsible bidder, if*
2 *any, the District will take into consideration not only the pecuniary ability of a*
3 *vendor to perform the contract, but will also consider the skill, ability, and*
4 *integrity of a vendor to do faithful, conscientious work and promptly fulfill the*
5 *contract according to its letter and spirit. References must be provided and will*
6 *be contacted. The District further reserves the right to contact others with whom*
7 *a vendor has conducted business, in addition to those listed as references, in*
8 *determining whether a vendor is the lowest responsible bidder. Additional*
9 *information and/or inquiries into a vendor's skill, ability, and integrity are set*
10 *forth in the bid specifications.*

11 12 Cooperative Purchasing

13
14 The District may enter into cooperative purchasing contracts with one or more districts for
15 procurement of supplies or services. A district participating in a cooperative purchasing group
16 may purchase supplies and services through the group without complying with the provisions of
17 20-9-204(4), MCA if the cooperative purchasing group has a publicly available master list of
18 items available with pricing included and provides an opportunity at least twice yearly for any
19 vendor, including a Montana vendor, to compete, based on a lowest responsible bidder standard,
20 for inclusion of the vendor's supplies and services on the cooperative purchasing group's master
21 list.
22
23
24
25

26 Legal Reference:	§§ 18-1-101, et seq., MCA	Preferences and General Matters
27	§§ 18-1-201, et seq., MCA	Bid Security
28	§ 18-4-307, MCA	Cancellation of invitations for bids or
29		requests for proposals
30	§ 20-9-204, MCA	Conflicts of interests, letting contracts, and
31		calling for bids - exceptions
32	§ 20-10-110, MCA	School Bus Purchases – contracts- bids
33	Title 30, Chapter 20	Financial Industry Nondiscrimination
34	Title 49, Chapter 2, Part3	Prohibited Discriminatory Practices
35		
36		

37 Policy History:

38 Adopted on:

39 Reviewed on:

40 Revised on:

1 _____ **School District**

2
3 **FINANCIAL MANAGEMENT**

7325

4
5 Accounting System Design

6
7 The District accounting system will be established to present, with full disclosure, the financial
8 position and results of financial operations of District funds and account groups in conformity
9 with generally accepted accounting principles. The accounting system must be in compliance
10 with accounting system requirements established by legislative action. The accounting system
11 shall be able to demonstrate compliance with finance-related legal and contractual provisions.
12
13
14

15 Policy History:

16 Adopted on:

17 Reviewed on:

18 Revised on:

1 _____ **School District**

2
3 **FINANCIAL MANAGEMENT**

7326

4
5 Documentation and Approval of Claims

6
7 All financial obligations and disbursements must be documented in compliance with statutory
8 provisions and audit guidelines. Documentation will specifically describe acquired goods and/or
9 services, budget appropriations applicable to payment, and required approvals. All purchases,
10 encumbrances and obligations, and disbursements must be approved by the administrator
11 designated with authority, responsibility, and control over budget appropriations. The
12 responsibility for approving these documents cannot be delegated.

13
14 The District business office is responsible for developing procedures and forms to be used in the
15 requisition, purchase, and payment of claims.

16
17
18
19 Policy History:

20 Adopted on:

21 Reviewed on:

22 Revised on:

1 _____ **School District**

2
3 **FINANCIAL MANAGEMENT**

7329

4
5 Petty Cash Funds

6
7 The use of petty cash funds shall be authorized for specific purchases only. Those purchases will
8 include purchases of supplies and materials under the amount of (\$50.00). Individual personal
9 reimbursements which exceed fifty dollars (\$50.00) should not be made from petty cash funds.

10 The petty cash account will be maintained as a checking account, with the total dollar amount
11 limited to \$350.00 for the District Office. The District Office petty cash account will be used for
12 postage, delivery charges, and freight.

13
14 The District Business Manager is designated as fund custodian to carry out bookkeeping and
15 security duties. Monies not specifically designated as petty cash will not be commingled with the
16 petty cash fund. At the conclusion of each year, all petty cash funds must
17 be closed out and the petty cash on hand returned to the business office for processing.

18
19 The District business office is responsible for establishing procedures for use and management of
20 petty cash funds.

21
22
23 Policy History:

24 Adopted on:

25 Reviewed on:

26 Revised on:

1 _____ **School District**

2
3 **FINANCIAL MANAGEMENT**

7330

4
5 Payroll Procedures/Schedules

6
7 The District will establish one (1) or more days in each month as fixed paydays for payment of
8 wages in accord with the current collective bargaining agreement or District practice. Employees
9 may choose to have their salaries paid in full upon the last pay date following completion of their
10 assignments or may annualize their pay. Employees who choose to receive payment of wages
11 beyond the period in which the wages were earned (deferred payment) will be subject to Internal
12 Revenue Service (IRS) penalties unless they provide a written election of such deferral prior to
13 (the first (1st) duty day) (July 1)¹ of the year of deferral. Forms for such deferral shall be made
14 available. Any change to the election must be made prior to the first (1st) duty day of the fiscal
15 year of the deferment.

16 When a District employee quits, is laid off, or is discharged, wages owed will be paid on the next
17 regular payday for the pay period in which the employee left employment or within fifteen (15)
18 days from the date of separation of employment, whichever occurs first.

19
20
21
22 Cross Reference: 5500 Payment of Wages upon Termination

23
24 Legal Reference: § 409A, Internal Revenue Code, Deferred Compensation

25
26 Policy History:

27 Adopted on:

28 Reviewed on:

29 Revised on:

1 _____ School District

2
3 FINANCIAL MANAGEMENT

7330F

4
5 **PAYROLL PROCEDURES/SCHEDULES**
6 **(Deferred Wage Payment Election Form)**
7

8 By my signature I hereby acknowledge that I have read and understand the School District's
9 policy on deferred wages. Furthermore, by my signature on this form, I am electing to defer
10 payment of my wages on an annualized basis consisting of _____ payments.
11 I understand that any change from an annualized election of payment requires that I notify the
12 District prior to the beginning of duty for the fiscal year in which the change is being given.
13
14
15

16 _____
17 Signature

Position

18
19 _____
20 Printed name

Date signed

21
22
23
24 Policy History:

25 Adopted on:

26 Reviewed on:

27 Revised on:

_____ **School District**

FINANCIAL MANAGEMENT

7332

page 1 of 2

Advertising in Schools/Revenue Enhancement

Revenue enhancement through a variety of District-wide and District-approved marketing activities, including but not limited to advertising, corporate sponsorship, signage in or on District facilities, is a Board-approved venture. The Board may approve such opportunities subject to certain restrictions in keeping with the community standards of good taste.

Advertising will model and promote positive values for District students through proactive educational messages and not be simply traditional advertising of a product. Preferred advertising includes messages encouraging student achievement and establishment of high standards of personal conduct.

All sponsorship contracts will allow the District to terminate the contract on at least an annual basis, if it is determined that it will have an adverse impact on implementation of curriculum or the educational experience of students.

The revenue derived should:

1. Enhance student achievement;
2. Assist in maintenance of existing District athletic and activity programs; and
3. Provide scholarships for students participating in athletic, academic, and activity programs, who demonstrate financial need and merit.

Appropriate opportunities for marketing activities include but are not limited to:

1. Fixed signage.
2. Banners.
3. District-level publications.
4. Television and radio broadcasts.
5. Athletic facilities, including stadiums, high school baseball fields, and high school gymnasiums.
6. District-level projects.
7. Expanded usage of facilities beyond traditional uses (i.e., concerts, rallies, etc.).
8. The interior and exterior of a limited number of District buses, if the advertising is associated with student art selected by the District. The only advertising information allowed will note sponsorship of the student art by the participant. Maintenance for these buses will include but not exceed normal maintenance costs.
9. Individual school publications (when not in conflict with current contracts).

Advertising will not be allowed in classrooms, other than corporate-sponsored curriculum materials approved subject to Board policy.

The following restrictions will be in place when seeking revenue enhancement. Revenue

enhancement activities will not:

1. Promote hostility, disorder, or violence;
2. Attack ethnic, racial, or religious groups;
3. Discriminate, demean, harass, or ridicule any person or group of persons on the basis of gender;
4. Be libelous;
5. Inhibit the functioning of the school and/or District;
6. Promote, favor, or oppose the candidacy of any candidate for election, adoption of any bond/budget issues, or any public question submitted at any general, county, municipal, or school election;
7. Be obscene or pornographic, as defined by prevailing community standards throughout the District;
8. Promote the use of drugs, alcohol, tobacco, firearms, or certain products that create community concerns;
9. Promote any religious or political organization;
10. Use any District or school logo without prior approval.

Cross Reference: 2120 Curriculum Development and Assessment
 2309 Library Materials
 2311 Instructional Materials

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

2
3 **FINANCIAL MANAGEMENT**

7335

4
5 Personal Reimbursements

6
7 While it is recommended that all purchases of goods or services be made within established
8 purchasing procedures, there may be an occasional need for an employee to make a purchase for
9 the benefit of the District from personal funds. In that event, an employee will be reimbursed for
10 a personal purchase under the following criteria:

- 11
12 1. It is clearly demonstrated that the purchase is of benefit to the District;
13
14 2. The purchase was made with the prior approval of an authorized administrator;
15
16 3. The item purchased was not available from District resources; and
17
18 4. The claim for personal reimbursement is properly accounted for and documented with an
19 invoice or receipt.

20
21 The District business office is responsible for developing procedures and forms to be used in
22 processing claims for personal reimbursements.

23
24
25 Policy History:

26 Adopted on:

27 Reviewed on:

28 Revised on:

School District

FINANCIAL MANAGEMENT

7336

Travel Allowances and Expenses

The District will reimburse employees and trustees for travel expenses while traveling outside the District and engaged in official District business. District employees who are not exempted by another policy will be reimbursed according to the current [state/federal] levels pursuant to [Montana/Federal] law. All travel expenses must be reported on the established travel expense and approved by the employee's supervisor and the Superintendent.

The District business office is responsible for development of procedures and forms to be used in connection with travel expense claims and reimbursements.

Legal Reference:	§ 2-18-501, MCA	Meals, lodging, and transportation of persons in state service
	§ 2-18-502, MCA	Computation of meal allowance
	§ 2-18-503, MCA	Mileage – allowance
	IRS.gov	

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **Elementary**

2
3 **FINANCIAL MANAGEMENT**

7400

4
5 Credit Card Use

6
7 The Board of Trustees permits the use of District credit cards by certain school officials and Board
8 members to pay for actual and necessary expenses incurred in the performance of work-related duties for
9 the District. A list of those individuals that will be issued a District credit card will be maintained in the
10 business office and reported to the Board each year at its meeting in _____. All credit cards will be
11 preapproved by the Board and will be in the name of the District.

12
13 The District shall establish a credit line not to exceed \$_____ (e.g., \$2,500) for each card issued and
14 an aggregate credit limit of \$_____ (e.g., \$25,000) for all cards issued to the District.

15
16 Credit cards may only be used for legitimate District business expenditures. The use of credit cards is not
17 intended to circumvent the District's policy on purchasing.

18
19 Users must take proper care of District credit cards and take all reasonable precautions against damage,
20 loss, or theft. Any damage, loss, or theft must immediately be reported to the business office and to the
21 appropriate financial institution. Failure to take proper care of credit cards or failure to report damage,
22 loss, or theft may subject the employee to financial liability.

23
24 Purchases that are unauthorized, illegal, represent a conflict of interest, are personal in nature, or violate
25 the intent of this policy may result in credit card revocation and discipline of the employee.

26
27 Users must submit detailed documentation, including itemized receipts for commodities, services, travel,
28 and/or other actual and necessary expenses which have been incurred in connection with school-related
29 business for which the credit card has been used.

30
31 The Superintendent shall establish regulations governing the issuance and use of credit cards. Each
32 cardholder shall be apprised of the procedures governing the use of the credit card, and a copy of this
33 policy and accompanying regulations shall be given to each cardholder.

34
35 The District Clerk shall monitor the use of each credit card every month and report any serious problems
36 and/or discrepancies directly to the Superintendent and the Board.

37
38
39
40 Cross Reference: 7320 Purchasing
41 7335 Personal Reimbursements
42 7336 Travel Allowances and Expenses

43
44
45 Legal Reference: § 2-7-503, MCA Financial reports and audits of local government entities

46
47 Policy History:

48 Adopted on:

49 Reviewed on:

50 Revised on:

_____ **School District**

FINANCIAL MANAGEMENT

7405

Procurement Card Use

The Board of Trustees permits the use of procurement cards for actual and necessary expenses incurred in the performance of work-related duties for the District. A list of those individuals that will be issued a District procurement card will be maintained in the business office and reported to the Board each year at its meeting in June.

The District has () procurement card(s), with a credit limit not to exceed \$ _____.

Procurement cards may only be used for legitimate District business expenditures. The use of procurement cards is not intended to circumvent the District's policy on purchasing.

Users must take proper care of District credit cards and take all reasonable precautions against damage, loss, or theft. Any damage, loss, or theft must immediately be reported to the business office and to the appropriate financial institution. Failure to take proper care of credit cards or failure to report damage, loss, or theft may subject the employee to financial liability.

Purchases that are unauthorized, illegal, represent a conflict of interest, are personal in nature, or violate the intent of this policy may result in procurement card revocation and discipline of the employee.

Users must submit detailed documentation, including itemized receipts for commodities, services, travel, and/or other actual and necessary expenses which have been incurred in connection with school-related business for which the procurement card has been used.

The Superintendent shall establish regulations governing the issuance and use of procurement cards. Each cardholder shall be apprised of the procedures governing the use of the procurement card, and a copy of this policy and accompanying regulations shall be given to each cardholder.

The District Clerk shall monitor the use of each procurement card every month and report any serious problems and/or discrepancies directly to the Superintendent and the Board.

Cross Reference:	7320	Purchasing
	7335	Personal Reimbursement
	7336	Travel Allowances and Expenses

Legal Reference:	§2-7-503, MCA	Financial reports and audits of local government entities
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Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

2
3 **FINANCIAL MANAGEMENT**

7425

4
5 Extra- and Co-Curricular Funds

6
7 The Board is responsible for establishment and management of student extra- and co-curricular
8 funds. The purpose of student extra- and co-curricular funds is to account for revenues and
9 disbursements of those funds raised by students through recognized student body organizations
10 and activities. The funds shall be deposited and expended by check, in a bank account
11 maintained by the District for student extra- and co-curricular funds. The use of the student
12 extra- and co-curricular funds is limited to the benefit of the students. Students will be involved
13 in the decision-making process related to use of the funds.
14

15 The Board shall follow the *Student Activity Fund Accounting* (published by the Montana
16 Association of School Business Officials (MASBO)) in establishing accounting procedures for
17 administration of student extra- and co-curricular funds and will appoint a fund administrator.
18

19 Specific procedures are available in the Clerk's office.
20
21
22

23 Legal Reference:	§ 2-7-503, MCA	Financial reports and audits of local government
		entities
	§ 20-9-504, MCA	Extracurricular fund for pupil functions

26
27 Policy History:

28 Adopted on:

29 Reviewed on:

30 Revised on:

1 _____ **School District**

2
3 **FINANCIAL MANAGEMENT**

7425F

4
5 Class Fundraising Notice

6
7 The class of _____ is raising funds for their class operations, projects, and trips. The school district is
8 sponsoring that effort through coordination of donations and the sale of goods, with the portion of the
9 sales price above cost being treated as a donation. In order to ensure that your contribution to this effort
10 is spent as intended and to provide you with information regarding how the funds will be spent, please
11 know:
12

- 13 1. The funds raised through donations will be public funds in accordance with Policy 7260 and
14 Section 20-6-604, MCA. The funds will be deposited in the class's account as part of the School
15 District's Extra- and Curricular Fund procedure outlined in Policy 7425 and Section 20-9-504,
16 MCA. Funds will be spent in accordance with the authority of the Board of Trustees.
- 17 2. Class operations and projects that will be funded through these fundraising efforts include
18 decorating and hosting class events that include but are not limited to the commencement
19 ceremony, dances and prom, awards ceremonies, and graduation gatherings. Other projects may
20 include but are not limited to class memorials, school spirit campaigns, parade floats, or support
21 for class service projects in the community. Excess funds may be donated to another class in the
22 district to help support events or projects in accordance with this form, School District policy and
23 Montana law.
- 24 3. Class trips supported through this fundraising effort will include but are not limited to a school
25 sponsored educationally focused senior trip for the class of _____ as approved by the Board of
26 Trustees in accordance with Policy 2320. The trip is currently planned for
27 _____ (insert description of the trip if one has been identified, or, if the details
28 have not been mapped out, "a senior trip, the details of which have not yet been finalized and
29 which will depend on the amount of funds raised.")
- 30 4. There are events, unanticipated at this time, that could render the planned senior trip infeasible,
31 inadvisable, commercially impracticable, illegal, or impossible. Illustrative examples include but
32 are not limited to terrorism or threats of terrorism, a pandemic, weather events, other acts of God,
33 or any other unforeseen event beyond the control of the school district.
- 34 5. If the school board determines that the primary purpose for this fundraising effort meets one or
35 more of the contingencies in (4) above, the funds donated will used for one or more of the
36 following purposes authorized in or consistent with (2) above. Funds will not be used for cash
37 payments or other gifts to students.
- 38 6. By donated funds and/or purchasing goods for the purpose of fundraising, those contributing to
39 this fundraising effort acknowledge that their contribution will be treated as including the donor's
40 direction to spend the funds according to the conditions specified in paragraphs 1 through 5
41 above, with the school board directed to exercise its full discretion regarding these matters in
42 determining the best use of contributed funds consistent with any of the purposes specified above.
43
44

45 Policy History:

46 Adopted on:

47 Reviewed on:

48 Revised on:

4
5 Financial Reporting and Audits

6
7 The Board directs that financial reports of all District funds be prepared in compliance with
8 statutory provisions and generally accepted accounting and financial reporting standards. In
9 addition to reports required for local, state, and federal agencies, financial reports will be
10 prepared monthly and annually and presented to the Board. Financial reports shall reflect
11 financial activity and status of District funds.

12
13 Appropriate interim financial statements and reports of financial position, operating results, and
14 other pertinent information will be prepared to facilitate management and control of financial
15 operations.

16
17 The Board directs that District audits be conducted in accordance with Montana law. Each audit
18 shall be a comprehensive audit of the affairs of the District and District funds. The audits shall
19 comply with all statutory provisions and generally accepted governmental auditing standards.
20 Each audit may be made every two (2) years and cover the immediately preceding two (2) fiscal
21 years, or it may be conducted annually.

22
23
24
25 Legal Reference: §§ 2-7-501, et seq., MCA Audits of Political Subdivisions
26 § 2-7-503, MCA Financial Reports and Audits of local
27 government entities
28 § 20-9-212, MCA Duties of county treasurer
29 § 20-9-213, MCA Duties of trustees
30

31 Policy History:

32 Adopted on:

33 Reviewed on:

34 Revised on:

_____ **School District**

FINANCIAL MANAGEMENT

7500

Property Records

Property and inventory records will be maintained for all land, buildings, and physical property under District control and will be updated annually.

For purposes of this policy, “equipment” means a unit of furniture or furnishings, an instrument, a machine, an apparatus, or a set of articles which retains its shape and appearance with use, is nonexpendable, and does not lose its identity when incorporated into a more complex unit. The Superintendent will ensure inventories of equipment are systematically and accurately recorded and updated annually. Property records of facilities and other fixed assets will be maintained on an ongoing basis. No equipment will be removed for personal or non-school use except in accordance with Board policy.

Property records will show, appropriate to the item recorded, the:

1. Description and identification
2. Manufacturer
3. Date of purchase
4. Initial cost
5. Location
6. Serial number, if available
7. Model number, if available

Equipment may be identified with a permanent tag providing appropriate District and equipment identification.

Cross Reference: 7510 Capitalization Policy for Fixed Assets

Legal Reference: § 20-6-602, MCA Trustees’ power over property
§ 20-6-608, MCA Authority and duty of trustees to insure district property

Policy History:

Adopted on:

Reviewed on:

Revised on:

5 Capitalization Policy for Fixed Assets

7 A fixed asset is a property that meets all the following requirements:

- 9 1. Must be tangible in nature;
- 11 2. Must have a useful life of longer than the current fiscal year; and
- 13 3. Must be of significant value.

15 Fixed assets may be acquired through donation, purchase, or may be self-constructed. The asset
16 value for a donation will be the fair market value at the time of donation. The asset value for
17 purchases will be the initial cost plus the trade-in value of any old asset given up, plus all costs
18 related to placing the asset into operation. The cost of self-constructed assets will include both
19 the cost of materials used and the cost of labor involved in construction of the asset.

21 The following significant values will be used for different classes of assets:

<u>Class of Fixed Asset</u>	<u>Significant Value</u>
Equipment and machinery	\$5000.00 or more
Buildings - improvements	\$5000.00 or more
Improvements other than to buildings	\$5000.00 or more
Land	Any amount

35 Cross Reference: 7500 Property Records

37 Policy History:

38 Adopted on:

39 Reviewed on:

40 Revised on:

1 _____ School District

2
3 **FINANCIAL MANAGEMENT**

7515
Page 1 of 3

4
5
6 Fund Balances

7
8 *[Note: The provisions of this policy include the provisions of Statement No. 54 of the*
9 *Governmental Accounting Standards Board (GASB).]*

10
11 **I. PURPOSE**

12
13 The fund balance policy establishes a framework for the management of all excess funds managed by
14 the _____ School District. The policy is in accordance with GASB Statement 54; management
15 of fund balance. It also provides guidance and direction for elected and appointed officials as well as
16 staff in the use of excess funds at year-end.

17
18 **II. SCOPE**

19
20 This fund balance policy applies to all funds in the custody of the School District Business
21 Manager/Clerk of the _____ School District, _____, Montana. These funds are
22 accounted for in the District's annual audited financial reports and include, but are not limited to, the
23 following:

- 24 • General Fund
25 • Special Revenue Funds
26 • Capital Project Funds
27 • Enterprise Funds
28 • Any new funds created by the District, unless specifically exempted by the governing body;
29 in accordance with state law or GASB pronouncements.

30
31 **III. CLASSIFICATION OF FUND BALANCES**

32
33 The school district shall classify its fund balances in its various funds in one or more of the following
34 five classifications: nonspendable, restricted, committed, assigned, and unassigned.

35
36 **IV. DEFINITIONS**

37
38 A. *Fund balance*---means the arithmetic difference between the assets and liabilities reported in a
39 school district fund.

40
41 B. *Committed fund balance*—amounts constrained to specific purposes by the District itself,
42 using its highest level of decision-making authority; to be reported as committed, amounts
43 cannot be used for any other purpose unless the District takes the same highest-level action to
44 remove or change the constraint

C. *Assigned fund balance*—amounts a school district *intends* to use for a specific purpose; intent can be expressed by the District or by an official to which the Board of Trustees delegates the authority

D. *Nonspendable fund balance*—amounts that are not in a spendable form (such as inventory) or are required to be maintained intact (such as the corpus of an endowment fund)

E. *Restricted fund balance*—amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government), through constitutional provisions, or by enabling legislation

F. *Unassigned fund balance*—amounts that are available for any purpose; these amounts are reported only in the general fund.

V. MINIMUM FUND BALANCE

The school district will strive to maintain a minimum unassigned general fund balance of [____ percent of the annual budget.] [____ months of operating expenses.]

[Note: School districts need to select one of the bracketed choices above and fill in the blank. The other bracketed choice should be deleted. If a minimum fund balance is specified, a stabilization arrangement such as that specified in Part IX below that sets aside specific stabilization amounts may not be necessary.]

VI. ORDER OF RESOURCE USE

If resources from more than one fund balance classification could be spent, the school district will strive to spend resources from fund balance classifications in the following order (first to last): restricted, committed, assigned, and unassigned.

[Note: The school board determines this order.]

VII. COMMITTING FUND BALANCE

A majority vote of the school board is required to commit a fund balance to a specific purpose and subsequently to remove or change any constraint so adopted by the board.

VIII. ASSIGNING FUND BALANCE

The school board, by majority vote, may assign fund balances to be used for specific purposes when appropriate. The board also delegates the power to assign fund balances to the following:

_____. *[Specify individual(s), such as the superintendent, business manager, etc., or an entity, such as the finance committee, authorized to make these assignments.]*

Assignments so made shall be reported to the school board on a monthly basis, either separately or as part of ongoing reporting by the assigning party if other than the school board.

An appropriation of an existing fund balance to eliminate a projected budgetary deficit in the subsequent year's budget in an amount no greater than the projected excess of expected expenditures over expected revenues satisfies the criteria to be classified as an assignment of fund balance.

IV. STABILIZATION ARRANGEMENTS

[Note: If the school board has established any arrangement(s) for emergencies and other contingencies, the description(s) should be included in this section. The school board needs to specifically define the circumstances or conditions when these amounts may be used, which must be unanticipated adverse financial or economic circumstances. These circumstances or conditions cannot be situations that are expected to or which occur routinely. Stabilization arrangements should be reported as restricted or committed if they meet the criteria or, otherwise, should be reported as unassigned. They should not be reported as assigned. If the school board does not have any such arrangements, this section should be deleted.]

IX. REVIEW

The school board will conduct, at a minimum, an annual review of the sufficiency of the minimum unassigned general fund balance level.

Legal References: Statement No. 54 of the Governmental Accounting Standards Board

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

2
3 **FINANCIAL MANAGEMENT**

7520

4
5 Independent Investment Accounts

6
7 The Board may establish independent investment accounts separate and apart from those funds
8 maintained by the county treasurer. The Board may transfer cash into an independent investment
9 account from any budgeted or non-budgeted funds. A separate account shall be established for
10 each fund from which transfers are made. The principal and any interest earned must be
11 reallocated to the fund from which the deposit was originally made. Unless otherwise provided
12 by law, all other revenue may be sent directly to a participating district's investment account.
13

14 The District may either:

- 15
16 1. Establish and use the account as a non-spending account, returning sufficient funds to the
17 county treasurer in time to pay all claims against the applicable fund; or
18
19 2. Establish a subsidiary checking account and make expenditures from the investment
20 account, provided all transactions are accounted for and reported, as required by
21 applicable accounting principles. If the District desires to establish a subsidiary checking
22 account for purposes of paying for expenditures directly from an investment account, the
23 District must enter into a written agreement with the county treasurer, in accordance with
24 § 20-9-235, MCA.
25
26
27

28 Legal Reference: § 20-9-235, MCA Authorization for school district investment account
29

30 Policy History:

31 Adopted on:

32 Reviewed on:

33 Revised on:

1 _____ **School District**

2
3 **FINANCIAL MANAGEMENT**

7530

4
5 Procurement of Supplies or Services

6
7 The Board adopts all applicable provisions of the Montana Procurement Act (i.e., §§ 18-4-121, et
8 seq., MCA).

9
10 **OR**

11
12 The Board adopts the following provisions of the Montana Procurement Act:

- 13
14
15 1. § 18-4-303(8), MCA – Competitive sealed bidding. With the exception of construction
16 contracts, allows the District to negotiate an adjustment of the bid price with the lowest
17 responsible and responsive bid in order to bring the bid within the amount of available
18 funds, if, and only if, all bids exceed available funds, and the lowest responsible bid does
19 not exceed available funds by more than five percent (5%).
20
21 2. § 18-4-306, MCA – Sole source procurement. A contract may be awarded for a supply or
22 service item without competition when, the District determines in writing that:
23 (a) there is only one source for the supply or service item;
24 (b) only one source is acceptable or suitable for the supply or service item; or
25 (c) the supply or service item must be compatible with current supplies or
26 services.
27
28 3. § 18-4-307, MCA - Cancellation of invitations for bids or requests for proposals. An
29 invitation for bids, a request for proposals, or other solicitation may be cancelled or any
30 or all bids or proposals may be rejected in whole or in part, as may be specified in the
31 solicitation, when it is in the best interests of the state. The reasons therefor must be
32 made part of the contract file.
33
34

35 Legal Reference:	§ 18-4-121, et seq., MCA	Montana Procurement Act
36	§ 18-4-303, MCA	Competitive Sealed Bidding
37	§ 18-4-306, MCA	Sole Source Procurement--records
38	§ 18-4-307, MCA	Cancellation of invitations for bids or
39		requests for proposals
40	2.5.604, ARM	Sole Source Procurement

41
42
43 Policy History:

44 Adopted on:

45 Reviewed on:

46 Revised on:

4
5
6 Electronic Signatures

7
8 “Electronic signature” means an electronic sound, symbol, or process attached to or logically
9 associated with a record and executed or adopted by a person with the intent to sign the record.

10
11 Electronic signatures or digital signatures can take many forms and can be created using many
12 different types of technology. For the purpose of this policy an electronic signature means any
13 electronic identifier intended by the person using it to have the same force and effect as a manual
14 signature.

15
16 District Use of Electronic Signatures

17
18 When not practical or possible to have an approved individual physically sign a document, and
19 not otherwise prohibited by applicable laws, electronic signatures may satisfy the requirement of
20 a written signature when transacting business with and/or for the District and/or with
21 parents/guardians when the authenticity and reliability of such electronic signature(s) meets the
22 provisions of this policy. In such instances, the electronic signature shall have the full force and
23 effect of a manual signature.

24
25 In order to qualify for acceptance of an electronic signature the following additional
26 requirements are applicable:

- 27
28 1. The electronic signature identifies the individual signing the document by his/her
29 name and title;
30 2. The identity of the individual signing the document with an electronic signature is
31 capable of being validated through the use of an audit trail;
32 3. The electronic signature, as well as the documents to which it is affixed, cannot be
33 altered once the electronic signature is affixed. If the document needs to be
34 altered, a new electronic signature must be obtained; and
35 4. The electronic signature conforms to all other provisions of this policy.

36
37 The District shall maintain District electronically signed records in a manner consistent with the
38 District’s document retention policies yet also capable of accurate and complete reproduction of
39 the electronic records and signatures in their original form. Such retention should include a
40 process whereby the District can verify the attribution of a signature to a specific individual,
41 detect changes or errors in the information contained in the record submitted electronically and
42 protect and prevent access and/or manipulation or use access/use by an unauthorized person.

43
44 The District shall maintain a hardcopy of the actual signature of any District employee
45 authorized to provide an electronic signature in connection with school board business.

Abuse of the electronic signature protocols by any District employee serves as grounds for disciplinary action up to and including termination.

Parent/Student Use of Electronic Signatures

With regard to documentation received by the District with an electronic signature from a parent/legal guardian, so long as the following provisions are met, the District may receive and accept such electronic signature as an original document:

1. Such communication with signature, of its face, appears to be authentic and unique to the person using such signature;
2. The District is unaware of any specific individualized reason to believe that the signature has been forged;
3. The District is unaware of any specific reason to believe the document has been altered subsequent to the electronic signature; and
4. The signature is capable of verification.

The District's Superintendent or designee may, at his or her discretion, request that an original of the electronic communication, signed manually by hand, be forwarded to the District in a timely manner.

District personnel may periodically audit the authenticity of such signature via a security procedure including such acts as making follow-up inquiry to the individual/entity who has submitted such electronic signature.

Should it be discovered that a student has falsified a parent's electronic signature on an official District document, the student may be subjected to discipline and the Administrators of the District are authorized, at their discretion, to thereafter only accept manual signatures associated with any submitted school document.

Legal Reference: 30-18-102(9), MCA
30-18-106(4), MCA
42.8.106, ARM

Definitions
Legal recognition of electronic records,
electronic signatures, and electronic
contracts
Electronic submission of documents and
electronic signatures

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

2
3 **FINANCIAL MANAGEMENT**

7550

4
5 Indirect Cost Reimbursement

6
7 Occasionally the _____ School District will receive indirect cost reimbursements from the
8 Office of Public Instruction. Montana Code Annotated, 20-9-507, provides indirect costs
9 reimbursements be spent at the discretion of the trustees.

10
11 The indirect cost reimbursements are not usually accumulated year-to-year without purpose and
12 are normally used for general administrative expenses.

13
14 Prior to the end of each budget year the Superintendent or Business Manager will present to the
15 Board of Trustees, at a regular or special meeting, information regarding the amount of indirect
16 cost reimbursement received along with a recommendation of expenditure for the amount. The
17 Board of Trustees must approve the indirect costs reimbursement each year.

18
19
20 Legal Reference: § 20-9-507, MCA Miscellaneous programs fund

21
22 Additional Reference: Indirect Cost Rates, OPI

23
24
25 Policy History:

26 Adopted on:

27 Reviewed on:

28 Revised on:

_____ **School District**

Financial Management

7625

Use of Enhanced Tax Credit Receipts

On receiving a donation from an enhanced tax credit, the District shall seek preapproval, in a manner prescribed by the Department of Revenue (DOR), that the amount of tax credit sought by the taxpayer is available under the aggregate limit set in statute. Upon preapproval by the DOR, the District shall issue a receipt, in a form prescribed by the DOR, to each contributing taxpayer indicating the value of the donation received and documenting the preapproval of the credit.

The District shall use the funds received from an enhanced tax credit for innovative educational programs specified in law which are defined as:

- (a) transformational learning as defined in Section 20-7-1602, MCA;
- (b) advanced opportunity as defined in Section 20-7-1503, MCA;
- (c) any program, service, instructional methodology, or adaptive equipment used to expand opportunity for a child with a disability as defined in Section 20-7-401, MCA;
- (d) any courses provided through work-based learning partnerships or for postsecondary credit or career certification under Policy 2600; and
- (e) technology enhancements, including but not limited to any expenditure incurred for purposes specified in Section 20-9-533, MCA.

Legal Reference: Title 15, Chapter 30, Part 31, MCA- Tax Credit for Qualified Education Contributions

Policy History:

Adopted on:

Reviewed on:

Revised on:

_____ **SCHOOL DISTRICT**
8000 SERIES
NONINSTRUCTIONAL OPERATIONS

R = required

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8502
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1 ___ **School District**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8000

4
5 Goals

6
7 In order for students to obtain the maximum benefits from their educational program, a complex
8 set of support services must be provided by the District. These services are essential to the
9 success of the District, and the staff that provides them is an integral part of the educational
10 enterprise. Because resources are always scarce, all assets of District operations, including
11 noninstructional support services, shall be carefully managed in order to obtain maximum
12 efficiency and economy. To that end, the goal of the District is to seek new ways of supporting
13 the instructional program, which shall maximize the resources directly available for students'
14 learning programs.

15
16
17
18 Policy History:

19 Adopted on:

20 Reviewed on:

21 Revised on:

1 **School District**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8100
Page 1 of 2

4
5 Transportation

6
7 The District may provide transportation to and from school for a student who:

- 8
9 1. Resides three (3) or more miles, over the shortest practical route, from the nearest operating
10 public elementary or public high school;
11 2. Is a student with a disability, whose IEP identifies transportation as a related service; or
12 3. Has another compelling and legally sufficient reason to receive transportation services.
13

14 The District may elect to reimburse the parent or guardian of a student for individually transporting any
15 eligible student.
16

17 The District may provide transportation by school bus or other vehicle or through individual
18 transportation such as paying the parent or guardian for individually transporting the student. The Board
19 may pay board and room reimbursements, provide supervised correspondence study, or provide
20 supervised home study. The Board may authorize children attending an approved private school to ride a
21 school bus, provided that space is available and a fee to cover the per-seat cost for such transportation is
22 collected. The District may transport and charge for an ineligible public school student, provided the
23 parent or guardian pays a proportionate share of transportation services. Fees collected for transportation
24 of ineligible students shall be deposited in the transportation fund. Transportation issues that cannot be
25 resolved by the trustees may be appealed to the county transportation committee.
26

27 Homeless students shall be transported in accordance with the McKinney Homeless Assistance Act and
28 state law.
29

30 In-Town Busing

31
32 In-town busing is defined as the busing of students within three (3) miles of their school. In-town busing
33 is a privilege the District can discontinue at any time. The Superintendent will establish guidelines under
34 which a student may request in-town busing.
35

36 Children in Foster Care

37
38 The **[Superintendent]** **[building administrator]** will appoint a Point of Contact (POC) to coordinate
39 activities relating to the District's provisions of services to children placed in foster care, including
40 transportation services. The Superintendent, or designee, will inform the Department of Health and
41 Human Services who is the POC for the District. The District will collaborate with the Department of
42 Health and Human Services when transportation is required to maintain children placed in foster care in a
43 school of origin outside their usual attendance area or District when in the best interest of the student.
44 Under the supervision of the Superintendent/designee, the POC will invite appropriate District officials,
45 the Department of Health and Human Services POC, and officials from other districts to consider how
46 such transportation is to be arranged and funded in a cost-effective manner.
47
48
49
50
51

If there are additional costs to be incurred in providing transportation to maintain a student in the school of origin, the District will provide transportation to such school if:

- The Department agrees to reimburse the District for the cost of such transportation;
- The District agrees to pay for the cost of such transportation; or
- The District and the Department agree to share the cost of such transportation.

Definitions

“Foster Care” means 24-hour care for children placed away from their parents, guardians, or person exercising custodial control or supervision and for whom the Department has placement care and responsibility.

“School of origin” means the school in which a child is enrolled at the time of placement in foster care.

While “Best Interest” is not defined in ESSA, that determination shall take into account all relevant factors, including consideration of the appropriateness of the current educational setting, and the proximity to the school in which the child is enrolled at the time of foster care placement.

Legal Reference:	§ 20-10-101, MCA	Definitions
	§ 20-10-121, MCA	Duty of trustees to provide transportation – types of transportation – bus riding time limitation
	§ 20-10-122, MCA	Discretionary provision of transportation and payment for this transportation
	§ 20-10-123, MCA	Provision of transportation for nonpublic school children
	10.7.101, et seq., ARM	Introduction
	10.64.201, 301, 304, 342., ARM	Transportation
	10.64.701, ARM	Criteria for Establishing Transportation Areas

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8102

4
5 Contracting for Transportation Services

6
7 If the Board enters into a contract for transportation services, the contractor shall operate such
8 equipment in accordance with District policy and the rules and regulations of the Board of Public
9 Education. The contract shall be in effect for not more than five (5) years. Before entering into
10 the first (1st) such contract, the District shall determine that the cost of contracting for the
11 ensuing term will not exceed projected costs of operating its own system. Before any
12 transportation contract is awarded to a private party or contractor, the trustees shall:

- 13
14 1. Secure bids by advertising for a twenty-one-(21)-day period (three (3) consecutive
15 weeks); or
16
17 2. Negotiate a new contract with the current contractor, provided the new contract does not
18 exceed by more than twelve percent (12%) per year the basic costs of the previous
19 contract.
20

21 No money shall be expended, unless a contract with a private carrier has been executed. The
22 Board Chairperson will sign such contracts on behalf of the District.
23

24 The District reserves the right to own, operate, and to choose with respect to any other form of
25 transportation, whether it be regular school, co-curricular, extracurricular, or District business
26 programs, the means of transportation which best fits District needs at that particular time, as
27 determined by the Board.
28
29
30

31 Legal Reference:	§ 20-10-102, MCA	School bus requirements
	§ 20-10-107, MCA	Power of trustees
	§ 20-10-125, MCA	Bid letting for contract bus – payments under
		transportation contract
	10.7.108, ARM	Bus Contracts

36

37 Policy History:

38 Adopted on:

39 Reviewed on:

40 Revised on:

1 _____ **School District**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8105

4
5 School Bus Replacement

6
7 The Board of Trustees understands the importance of safety when transporting students. The
8 Board also understands that having safe, well maintained, efficient buses in the fleet is important
9 for the safety of the students and driver.

10
11 There comes a time when the replacement of a bus is necessary for the safety of all involved.
12 Therefore, the Board of Trustees will use the Bus Depreciation Schedule, as a guide, when
13 determining the time for bus replacements.

14
15
16
17 Legal Reference: § 20-10-101, MCA Definitions
18 § 20-10-107(1), MCA Power of trustees
19 § 20-10-110, MCA School bus purchase – contract – bids
20 § 20-10-147, MCA Bus depreciation reserve fund

21
22 Policy History:

23 Adopted on:

24 Reviewed on:

25 Revised on:

1 _____ **School District**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8110

4
5 Bus Routes and Schedules

6
7 The Superintendent's designee is responsible for scheduling bus transportation, including
8 determination of routes and bus stops. Such routes are subject to approval of the county
9 transportation committee. The purpose of bus scheduling and routing is to achieve maximum
10 service with a minimum fleet of buses consistent with providing safe and reasonably equal
11 service to all bus students.

12
13 In order to operate the transportation system as safely and efficiently as possible, the following
14 factors shall be considered in establishing bus routes:

- 15
16 1. A school bus route shall be established with due consideration of the sum total of local
17 conditions affecting the safety, economic soundness, and convenience of its operation,
18 including road conditions, condition of bridges and culverts, hazardous crossings,
19 presence of railroad tracks and arterial highways, extreme weather conditions and
20 variations, length of route, number of families and children to be serviced, availability of
21 turnaround points, capacity of bus, and related factors.
22
23 2. The District may extend a bus route across another transportation service area, if it is
24 necessary in order to provide transportation to students in the District's own
25 transportation service area. A district may not transport students from outside its
26 transportation service area.
27
28 3. No school child attending an elementary school shall be required to ride the school bus
29 under average road conditions more than one (1) hour without consent of the child's
30 parent or guardian.
31
32 4. School bus drivers are encouraged to make recommendations in regard to establishing or
33 changing routes.
34
35 5. Parents should be referred to the Superintendent for any request of change in routes,
36 stops, or schedules.
37

38 The Board reserves the right to change, alter, add, or delete any route at any time such changes
39 are deemed in the best interest of the District, subject to approval by the county transportation
40 committee.

41
42 Bus Stops

43
44 Buses should stop only at designated places approved by school authorities. Exceptions should
45 be made only in cases of emergency and inclement weather conditions.
46

1 bus stops shall be chosen with safety in mind. Points shall be selected where motorists
2 approaching from either direction will have a clear view of the bus for a distance of at least three
3 hundred (300) to five hundred (500) feet.

4
5 School loading and unloading zones are to be established and marked to provide safe and orderly
6 loading and unloading of students. The principal of each building is responsible for the conduct
7 of students waiting in loading zones.

8
9 The Board of Trustees shall approve all school bus stops requiring a child to cross a roadway.

10 11 Delay in Schedule

12
13 The driver is to notify the administration of a delay in schedule. The administration will notify
14 parents on routes and radio stations, if necessary.

15 16 Responsibilities - Students

17
18 Students must realize that safety is based on group conduct. Talk should be in conversational
19 tones at all times. There should be no shouting or loud talking which may distract the bus driver.
20 There should be no shouting at passersby. Students should instantly obey any command or
21 suggestions from the driver and/or his/her assistants.

22 23 Responsibilities - Parents

24
25 The interest and assistance of each parent is a valued asset to the transportation program.
26 Parents' efforts toward making each bus trip a safe and pleasant experience are requested and
27 appreciated. The following suggestions are only three of the many ways parents can assist:

- 28
29 1. Ensure that students are at the bus stop in sufficient time to efficiently meet the bus.
30 2. Properly prepare children for weather conditions.
31 3. Encourage school bus safety at home. Caution children regarding safe behavior and
32 conduct while riding the school bus.

33 34 Safety

35
36 The Superintendent will develop written rules establishing procedures for bus safety and
37 emergency exit drills and for student conduct while riding buses.

38
39 If the bus and driver are present, the driver is responsible for the safety of his/her passengers,
40 particularly for those who must cross a roadway prior to loading or after leaving the bus. Except
41 in emergencies, no bus driver shall order or allow a student to board or disembark at other than
42 his/her assigned stop unless so authorized by the Superintendent. In order to assure the safety of
43 all, the bus driver may hold students accountable for their conduct during the course of
44 transportation and may recommend corrective action against a student. Bus drivers are expressly
45 prohibited from using corporal punishment.

The bus driver is responsible for the use of the warning and stop signaling systems and the consequent protection of his/her passengers. Failure to use the system constitutes negligence on the part of the driver. Each bus shall be equipped with extended stop arms as required by law.

Inclement Weather

The Board recognizes the unpredictability and resulting dangers associated with weather in Montana. In the interest of safety and operational efficiency, the Superintendent is empowered to make decisions as to emergency operation of buses, cancellation of bus routes, and closing of school, in accordance with his or her best judgment. The Board may develop guidelines in cooperation with the Superintendent to assist the Superintendent in making such decisions.

Compliance

To receive full state/county reimbursement, budgets must have enough funds to cover the costs of any changes to the route. The county transportation committee has authority to establish transportation service areas, should circumstances and/or geography (demographics) warrant.

Legal Reference:	§ 20-10-106, MCA	Determination of mileage distances
	§ 20-10-121, MCA	Duty of trustees to provide transportation – types of transportation – bus riding time limitation
	§ 20-10-132, MCA	Duties of county transportation committee
	§ 61-8-351, MCA	Meeting or passing school bus
	§ 61-9-402, MCA	Audible and visual signals
	Montana School Bus Standards	

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8111

4
5 Transportation of Students With Disabilities

6
7 Transportation shall be provided as a related service, when a student with a disability requires
8 special transportation in order to benefit from special education or to have access to an
9 appropriate education placement. Transportation is defined as:

- 10
11 (a) Travel to and from school and between schools;
12
13 (b) Travel in and around school buildings or to those activities that are a regular part of the
14 student's instructional program;
15
16 (c) Specialized equipment (such as special or adapted buses, lifts, and ramps) if required to
17 provide special transportation for a student with disabilities.
18

19 The Evaluation Team that develops the disabled student's Individualized Education Program will
20 determine, on an individual basis, when a student with a disability requires this related service.
21 Such recommendations must be specified on the student's IEP. Only those children with
22 disabilities who qualify for transportation as a related service under the provisions of the IDEA
23 shall be entitled to special transportation. All other children with disabilities in the District have
24 access to the District's regular transportation system under policies and procedures applicable to
25 all District students. Utilizing the District's regular transportation service shall be viewed as a
26 "least restrictive environment."
27

28 Mode of Transportation

29
30 One of the District's special education buses will be the preferred mode of transportation.
31 Exceptions may be made in situations where buses are prohibited from entering certain
32 subdivisions due to inadequate turning space, or when distance from school may seriously
33 impact bus scheduling. In such situations other arrangements, such as an individual
34 transportation contract, may be arranged with parents. Such voluntary agreement will stipulate
35 in writing the terms of reimbursement.
36
37

38 Cross Reference: 3300 Corrective Actions and Punishment

39
40 Legal Reference: 10.16.3820, ARM Transportation for Special Education Students with
41 Disabilities
42

43 Policy History:

44 Adopted on:

45 Reviewed on:

46 Revised on:

1 _____ **School District**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8121

4
5 District-Owned Vehicles

6
7 The District owns and maintains certain vehicles. Included among them are pickups, school
8 buses, and vans. These are for use by properly authorized personnel of the District for District
9 business purposes.

10
11 Any driver who receives a citation for a driving violation while operating a District vehicle shall
12 personally pay all fines levied. All citations received while the driver is a District employee,
13 whether operating a District vehicle or not, must be reported and may result in disciplinary action
14 up to and including termination.

15
16 Bus and Vehicle Maintenance, District

17
18 Buses used in the District's transportation program shall be in safe and legal operating condition.
19 All buses shall be inspected by the Department of Justice, Montana Highway Patrol, before the
20 beginning of each semester. The Superintendent will establish a specific list of tasks bus drivers
21 will perform on a daily basis. All other District vehicles shall be maintained following
22 established programs developed by the Superintendent.

23
24
25
26 Policy History:

27 Adopted on:

28 Reviewed on:

29 Revised on:

1 _____ **School District**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8123
Page 1 of 2

4
5
6 Driver Training and Responsibility

7
8 Bus drivers shall observe all state statutes and administrative rules governing traffic safety and
9 school bus operation. At the beginning of each school year, the District will provide each driver
10 with a copy of the District's written rules for bus drivers and for student conduct on buses.

11
12 School bus drivers must hold a valid Montana school bus certificate for a district to receive state
13 reimbursement for that driver's bus routes. Qualifications for bus drivers are prescribed by 20-
14 10.103, MCA, and by the board of Public Education in Arm 10.64.201. The first aid certificate
15 required by ARM 10.64.201 must include instruction in adult and pediatric CPR, be signed by a
16 certified instructor, and be received after an initial in-person training of at least four hours. The
17 certificate must be renewed every two years.

18
19 A school bus driver is prohibited from operating a school bus while using a cellular phone,
20 including hands free cellular phone devices, except:

- 21 (1) During an emergency situation;
22 (2) To call for assistance if there is a mechanical breakdown or other mechanical
23 problem;
24 (3) When the school bus is parked.

25
26 A driver may not operate a school bus without a valid, current certificate.

27
28 A teacher, coach, or other certified staff member assigned to accompany students on a bus will
29 have primary responsibility for behavior of students in his or her charge. The bus driver has final
30 authority and responsibility for the bus. The Superintendent will establish written procedures for
31 bus drivers.

32
33 Maximum Driving Time

34
35 The district recognizes from a risk management and student safety standard the importance of
36 driver safety while transporting students. Therefore, the district will:

- 37 1. Meet the federal standard on maximum driving time for drivers **[OPTION]**
38 2. Require the following maximum driving time standards:
39 a. No driver will be required to drive more than 8 hours following 6 consecutive
40 hours off duty. **[OPTION]**
41 b. No driver will be required to drive more than 5 hours following 3 consecutive
42 hours off duty. **[OPTION]**
43 c. No driver will be required to drive more than 6 hours following 4 consecutive
44 hours off duty. **[OPTION]**

Cross Reference: 2018 Montana School Bus Standards, Page 138, Bus use for School Activity Trips

Legal Reference: § 20-10-103, MCA School bus driver qualifications
10.7.111, ARM Bus Drivers Certification Requirement for Reimbursement
10.64.201, ARM School Bus Driver Qualifications
National Highway Traffic Safety Administration
CFR 49, Part 395 Transportation - Hours of Service for Drivers

Policy History:
Adopted on:
Reviewed on:
Revised on:

_____ **School District**

NONINSTRUCTIONAL OPERATIONS

8124

Student Conduct on Buses

The general student code of conduct is applicable to conduct on school buses.

The Superintendent may establish written rules of conduct for students riding school buses. Such rules will be reviewed annually by the Superintendent and revised if necessary. If rules are substantially revised, they will be submitted to the Board for approval.

At the beginning of each school year, a copy of the rules of conduct for students riding buses will be provided to students, and the classroom teacher and bus driver will review the rules with the students. A copy of the rules will be posted in each bus and will be available upon request at the District office and in each building principal's office.

The bus driver is responsible for enforcing the rules and will work closely with a parent and building principal to modify a student's behavior. Rules shall include consistent consequences for student misbehavior. A recommendation for permanent termination of bus privileges, accompanied by a written record of the incident(s) that led to the recommendation, shall be referred to the Superintendent for final determination. The student's parent or guardian may appeal a termination to the Board. No further appeal shall be allowed.

Cross Reference: 3310 Student Discipline
 8111 Transportation of Students With Disabilities

Legal Reference: § 20-4-302, MCA Discipline and punishment of pupils – definition of corporal punishment – penalty – defense
 § 20-5-201, MCA Duties and sanctions

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8125

4
5 School Bus Emergencies

6
7 In the event of an accident or other emergency, the bus driver shall follow the emergency
8 procedures developed by the Superintendent. A copy of the emergency procedures will be
9 located in every bus. To ensure the success of such emergency procedures, every bus driver will
10 conduct an emergency evacuation drill as early as possible within the first two weeks of the first
11 semester and within the first week of the second semester. Students must complete a bus safety
12 drill regardless of whether they regularly ride the bus. The District will conduct such other drills
13 and procedures as may be necessary.
14

15 Legal Reference: Montana School Bus Standards
16
17

18 Policy History:

19 Adopted on:

20 Reviewed on:

21 Revised on:

1 _____ **School District**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8129

4
5 Chemical Safety

6
7 The District shall establish and maintain a Chemical Hygiene Plan all areas that store
8 hazardous chemicals including but not limited to science labs, industrial arts classrooms or
9 buildings. Chemical Hygiene Plans shall include plans for appropriate selection, storage,
10 inventory, use, and disposal of hazardous chemicals, and biological materials.

11
12 The District has designated _____ as the Chemical Hygiene Officer in accordance with
13 the requirements of the Occupational Safety and Health Administration. The Officer has
14 primary responsibility for ensuring the implementation of all components of the Chemical
15 Hygiene Plan.

16
17 Safety Data Sheets for all materials in science labs, industrial arts classrooms or buildings,
18 and art labs, and lab storage rooms shall be stored in those rooms and be accessible at all
19 times. The Safety Data Sheets shall also be kept in a secure, remote site outside of the science
20 lab, industrial arts classroom or buildings, and art labs, and lab storage rooms.

21
22 All District staff shall ensure storage areas are kept clean and organized. Unused hazardous
23 materials shall be disposed in a timely manner as stated by the manufacturer and approved
24 by the DEQ. Schools shall consult with the DEQ and the DPHHS for additional information
25 about how they can properly discard hazardous material.

26
27
28 Legal Reference: 37.111.812, ARM Safety Requirements
29 Section 50-78-101, MCA, et seq Montana Employee and Community
30 Hazardous Chemical Information
31 Act

32
33
34 Policy History:

35 Adopted on:

36 Reviewed on:

37 Revised on:

_____ School District

NONINSTRUCTIONAL OPERATIONS

8130

Air Quality Restrictions on Outdoor Activities, Practice and Competition

Each school district is responsible for ensuring the safety of its students and student athletes when participating in physical education, recess, practices or athletic contests.

The District Board of Trustees and Administration shall use the Recommendations for Outdoor Activities Based on Air Quality for Schools guidelines, developed by the DEQ and the DEQ's Air Data Map, as the determining factor when making a decision to allow or not allow students to participate in outdoor activities and contests.

The District Board of Trustees and Administration have developed the following protocol for determination of allowing students and student athletes to participate in outdoor activities when Air Quality Restrictions have reached the Unhealthy for Sensitive Groups or higher categories as indicated on the DEQ guidelines.

1. The _____ School District shall use the [_____ **air quality monitor**] [_____ **geographical spot on the todaysair.mt.gov website**] **CHOOSE ONE OR BOTH** to determine the air quality for our school district.
2. The following personnel shall make the decision to hold or cancel outdoor activities, practices, or contests:
 - a. Recess (all levels) _____
 - b. Junior High practices (all levels) _____
 - c. Junior High contests (all levels) _____
 - d. High School practices (all levels) _____
 - e. High School contests (all levels) _____
 - f. All outdoor activities, (all levels) _____
3. The decision to hold or cancel outdoor activities shall be made _____ **(hours)(days)** **CHOOSE ONE** in advance of the activity.
4. The notice to hold or cancel an outdoor activity shall be communicated to:
 - a. Students through _____
 - b. Staff through _____
 - c. Coaches through _____
 - d. Parents through _____
 - e. Community _____

The superintendent or an employee designated by the superintendent is authorized to establish a procedure to limit the infiltration of outside air into each school during poor air quality conditions.

References: 10.55.701(q), ARM Board of Trustees
www. todaysair.mt.gov
<http://svc.mt.gov/deq/todaysair/smokereport/mostRecentUpdate.aspx>
37.111.827, ARM Outdoor Air Quality

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ School District

2
3 **NONINSTRUCTIONAL OPERATIONS**

8131

4
5 Indoor Air Quality

6
7 The District shall ensure ventilation systems operate properly and increase circulation of outdoor
8 air as much as possible. District ventilation systems shall undergo annual checks by the school
9 facility manager, superintendent or other staff approved by the superintendent to ensure
10 ventilation systems are operating within manufacturer parameters.

11
12 Air filters in the District shall have a minimum efficiency reporting value of between 8 and 13
13 as recommended by the National Air Filtration Association and the EPA unless other types of
14 non-MERV rated filters are used.

15
16 To the greatest extent possible during times of poor outdoor air quality, the District shall
17 change filters to MERV 13 or greater in ventilation systems using MERV rated air filters. The
18 District shall clean any electrostatic air filters according to manufacturer specifications.

19
20 The school facility manager, superintendent or other staff approved by the superintendent
21 shall complete annual indoor air quality inspections using the Walk-Through Inspection
22 Checklist from EPA's Indoor Air Quality Tools for Schools or other DPHHS-approved
23 inspection form.

24
25 The District shall maintain records of indoor air quality inspection on site for no less than
26 three years and the records shall be made available to the local health authority and DPHHS
27 upon request.

28
29
30 Legal Reference: 37.111.826, ARM Indoor Air Quality

31
32
33
34 Policy History:

35 Adopted on:

36 Reviewed on:

37 Revised on:

1 _____ **School District**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8132

4
5 Activity Trips

6
7 Transportation

8
9 The Board authorizes the Superintendent or designee to utilize a passenger vehicle that is
10 designed to transport 8 to 15 passengers and is the size and style of vehicle necessary to meet
11 the needs of the district insured in accordance with the minimum coverage requirements to
12 transport students to and from school sponsored events and activities. Drivers for vehicles under
13 this section shall be licensed as required by state standards for the vehicle in use. The
14 Superintendent or designee is authorized to complete a driving record background check for
15 designated drivers.

16
17 The use of school buses is strictly limited to school activities. Buses may not be loaned or leased
18 to non-school groups, unless permission is specifically granted by the Board. Buses will be
19 operated by a qualified bus driver on all activity runs, and only authorized activity participants,
20 professional staff, and chaperones assigned by the administration may ride the bus.

21
22 A duplicate copy of the passenger list will be made for all activity trips. One (1) copy will
23 remain with the professional staff member in charge on the bus, and one (1) copy will be given
24 to the Secretary before the bus departs.

25
26 Staff shall not use personal vehicles to transport students for any purpose without the
27 documented authorization of the Superintendent or designee.

28
29 Lodging

30
31 Students and staff shall be lodged at safe and suitable hotels or rental properties for all District-
32 approved or sponsored activities, events, and trips. When utilizing a rental property, the premises
33 shall be reviewed by the administration to confirm it is in an appropriate location and that the
34 host/owner does not reside in the property or will otherwise have access to students. Steps shall
35 be taken to ensure students do not engaged in improper conduct including review of the floorplan
36 to ensure separation and placement of supervisors. The rental platform should have terms of
37 service which shall permit the district to cancel or seek redress in the event the property is
38 unsatisfactory or unsafe. Students and staff shall not be lodged in private residences without the
39 authorization of the administration and consent of parents. Any person present in a private
40 residence lodging students and staff shall comply with the provisions of Policy 5430.

41
42 **Optional:** When practicable, the principal shall take necessary precautions to avoid having
43 students sharing beds in hotel rooms during school sponsored trips. **End Optional Language**
44

1 **Optional:** The District shall not share hotel rooms with other schools unless there is an executed
2 cooperative or cost-sharing agreement which details behavior expectations and supervisory
3 responsibility for all students within the hotel room. **End Optional Language**

4 5 Room Assignments

6
7 The District shall promptly notify parents if, and provide the opportunity to consent before, the
8 parent's student would share a room or sleeping quarters with an individual of the opposite sex
9 on a school-sponsored trip. A child whose parent does not provide consent must be permitted to
10 attend the trip and must be provided with reasonable accommodations that do not require the
11 child to share a room or sleeping quarters with an individual of the opposite sex.

12 13 District Policy

14
15 All student and staff policies and procedures will be in effect during District-approved or
16 sponsored activities, events, and trips. Each chaperone present on the activity, trip or event shall
17 comply with Policy 5430 and complete a volunteer agreement form at Policy 5430F. No
18 improper conduct is permitted under any circumstances.

19
20 Legal Reference: Title 40, Chapter 6, Part 7 Rights of Parents

21 22 Policy History:

23 Adopted on:

24 Reviewed on:

25 Revised on:

NONINSTRUCTIONAL OPERATIONS

8200

Food Services

The District supports the philosophy of the National School Lunch Program and shall provide wholesome, appetizing, and nutritious meals for children in District schools. The Board may authorize a portion of federal funds received in lieu of taxes to be used to provide free meals for federally connected indigent students.

Because of the potential liability of the District, the food services program shall not accept donations of food without approval of the Board. Should the Board approve a food donation, the Superintendent shall establish inspection and handling procedures for the food and determine that provisions of all state and local laws have been met before selling the food as part of school meals.

As an integral part of a school, the District's food service is operated in compliance with ARM Title 37, chapter 110, subchapter 2, rules for food service establishments.

Commodities

The District shall use food commodities made available under the Federal Food Commodity Program for school meals.

Free and Reduced-Price Food Services

The District shall provide free and reduced-price meals to students, according to the terms of the National School Lunch Program and the laws, rules, and regulations of the state. The District shall inform parents of the eligibility standards for free or reduced-price meals. Identity of students receiving free or reduced-price meals shall be confidential, in accordance with National School Lunch Program guidelines. A parent has the right to appeal to a designated hearing official any decision with respect to his or her application for free or reduced-price food services.

The Board may establish programs whereby meals may be provided in the District in accordance with National School Lunch Program guidelines.

The amount charged for such meals shall be sufficient to cover all costs of the meals, including preparation labor and food, handling, utility, and equipment depreciation costs.

Legal Reference:	§ 20-10-204, MCA	Duties of trustees
	§ 20-10-205, MCA	Allocation of federal funds to school food services fund for federally connected, indigent pupils
	§ 20-10-207, MCA	School food services fund
	37.111.842, ARM	Food Service Requirements

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ School District

2
3 **NONINSTRUCTIONAL OPERATIONS**

8205
Page 1 of 2

4
5
6 Meal Charge Policy

7
8 Note: For the purpose of this policy, parent includes guardian, caretaker relative, and any adult
9 responsible for the care of the child.

10
11 The goal of the _____ School District is to allow children to receive the nutrition they need to stay
12 focused during the school day. The purpose of this policy is to ensure compliance with federal reporting
13 requirements for the USDA Child Nutrition Program and to provide oversight and accountability for the
14 collection of outstanding student meal balances.

15
16 The District complies with Federal USDA policies on meal charging and debt collection. All meal
17 charges must be paid directly to the _____ School District.

18
19 If a student is without meal money, the administration will take action deemed necessary to collect unpaid
20 meal charges while ensuring the nutritional needs of the student are met in providing the student with a
21 regular meal. If financial hardship exists, parents and families will be encouraged to apply for free or
22 reduced-price lunches for their child(ren).

23
24 *Note: Below are examples that could be incorporated into the district meal charge policy.*

25
26 Meal Charges

27
28 Option: A student is allowed to charge no more than _____ meals. After the _____ meal is charged,
29 the parent must send money to pay the charges or send meals from home with your child. If there are
30 financial problems, please contact the school and we will implement a payment program. [A la carte
31 items may not be charged.]

32
33 Option: Students will pay for meals at the district's published standard rate [each day, weekly, monthly].
34 A student will be allowed to charge a maximum of _____ meals to their account after their balance reaches
35 zero. Once a student has charged those _____ meals, he/she will not be allowed to charge a la carte items.

36
37 Option: Students/Parents pay for meals in advance via [enter website address if applicable] or with a
38 check payable to _____. Further details are available on our webpage at [enter web address]. Funds
39 should be maintained in accounts to minimize the possibility that a child may be without meal money on
40 any given day. Any remaining funds for a particular student will be carried over to the next school year.

41
42 Option: If there are no available funds in the student's account, he/she will be given a breakfast or lunch
43 on account. A notice and/or letter will be sent home with the child requesting payment. A regular meal
44 will be served until the account is balanced or if the student has money in hand for the current meal.

45
46 **Zero-Balance Prevention**

47
48 Option: Parents are responsible for meal payment to the food service program. Notices of low or deficit
49 balances will be sent to parents at regular intervals during the school year.

Option: Parents can track balances themselves online [insert web address], sign up for meal notification for free, and set up an auto payment low-balance threshold by following the links to the [insert web address].

Option: Every student may access their meal account at [insert web address].

Option: The student may check with the [cashiers, lunch supervisor] to see the balance of their account at any time.

Refunds for withdrawn or graduating students.

A written request for a refund of any money remaining in their account must be submitted. An e-mail request is also acceptable. Students who are graduating at the end of the year will be given the option to transfer to a sibling's account with a written request.

Option: Unclaimed Funds must be requested within one school year. Unclaimed funds will become the property of the _____ School District Food Service Program.

Uncollected meal debt may be collected per state and/or federal guidelines.

The language below is to be used for those school districts who are on the Community Eligibility Provisions (CEP) program.

The _____ School/School District has eliminated the risk for unpaid meal charges by participating in the Community Eligibility Provisions (CEP) program, which is a meal service option for schools and school districts operating the school meal programs in high-poverty communities. CEP allows the school to provide breakfast and lunch at no cost to all enrolled children without the need to collect applications or establish individual eligibility for a four-year period, thereby increasing access to school meals and eliminating unpaid meal charges.

Legal Reference: <https://www.fns.usda.gov/school-meals/policy>
Child Nutrition and WIC Reauthorization Act of 2004, PL 108-265
Child Nutrition Act 1966, 42 United States Code (USC) Section 1771 et seq.
Section 504 of the Rehabilitation Act of 1973, 29 United States Code (USC)
Section 794 et seq.
Individuals with Disabilities Education Act (IDEA), 20 United States Code
(USC) Sections 1400-1485
7 Code of Federal Regulations (CFR) Parts 15B, 210 and 220

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 ☐ _____ School District

R

2
3 **NONINSTRUCTIONAL OPERATIONS**

8210

Page 1 of 2

4
5 Procurement Policy for School Food Purchases and Use of Federal Funds

6
7 The School District will adhere to the following requirements for any procurement related to food service:

8
9 *Below are samples only and other language can be used, adjusted, or utilized. Please feel free to make*
10 *changes, additions or add any other necessary items to meet the needs of your district.*

11
12 **Purchase Procedures & Thresholds:**

13
14 *Definition/Instructions*

15 **Micro-Purchase:** *Micro-purchases may be awarded without soliciting competitive price or rate*
16 *quotations if the non-Federal entity considers the price to be reasonable. To the maximum extent*
17 *practicable, the non-Federal entity should distribute micro-purchases equitably among qualified*
18 *suppliers. The school district is responsible for determining and documenting an appropriate*
19 *micro-purchase threshold based on internal controls, an evaluation of risk, and its documented*
20 *procurement procedures.*

21 *School districts may use the Federal micro-purchase threshold of up to \$10,000 or may establish*
22 *a higher threshold, up to \$50,000 if the district self-certifies (CFR 200.320 (a)(1)(iv)).*

23
24 **School District's Established Micro-Purchase threshold (choose one):**

25
26 ☐ The School District's Micro Purchase Threshold is: \$ _____ (up to \$10,000).

27 OR

28 ☐ The School District self-certifies a threshold of \$ _____ (up to \$50,000 according to CFR
29 200.320 (a)(1)(iv)) and maintains documentation to be made available to the Federal awarding
30 agency and auditors in accordance with § 200.334. The self-certification must include a
31 justification, clear identification of the threshold, and supporting documentation of any of the
32 following:

- 33 ○ A qualification as a low-risk auditee, in accordance with the criteria in § 200.520 for the most
34 recent audit;
35 ○ An annual internal institutional risk assessment to identify, mitigate, and manage financial
36 risks; or,
37 ○ For public institutions, a higher threshold consistent with State law.

38
39 *Definition/Instructions*

40 **Small Purchase:** *Informal purchase method for open competitive purchases. For purchases*
41 *higher than the micro-purchase threshold (\$10,000 or SFA's higher amount if self-certified) but*
42 *does not exceed the simplified acquisition threshold (\$80,000).*

- 43 • *If small purchase procedures are used, price or rate quotations must be obtained from an*
44 *adequate number of qualified sources as determined appropriate by the non-Federal*
45 *entity. Documentation of the procurement process (vendor name, contact method, name*
46 *of person providing price quote, price quoted, date price quote obtained, duration of*
47 *price quote).*

48 ☐ **Small Purchases greater than \$ _____ (Instructions: SFA may select up to \$10,000 or up to**
49 **\$50,000 if self-certified) up to \$ _____ (Instructions: SFA may select up to \$80,000).** \$80,000 is
50 the small purchase threshold for the state of Montana per Section 20-9-204, MCA.

- Small purchases will be handled in a fair and equitable manner consistent with district policy on purchasing.
- The District will obtain two or more quotes from qualified sources.
- The District may enter into a cooperative purchasing contract for procurement of supplies with one or more districts or a Cooperative Services Program. This allows the District to participate in a cooperative purchasing group to purchases supplies through the group without bidding if the cooperative purchasing group has a publicly available master list of items available with pricing included and provides an opportunity at least twice yearly for any vendor, including a Montana vendor, to compete, based on a lowest responsible bidder standard.

Definition/Instructions

Formal Purchase: If the aggregate amount exceeds eighty thousand dollars (\$80,000), the contract must be awarded through a formal bid process and a call for bids or request for proposals shall be published according to 20-9-204, MCA. No contract shall be divided for the purpose of avoiding the formal procurement process.

☐ **Formal Purchases greater than \$_____ (SFA may select up to \$80,000):**

- If the aggregate amount exceeds eighty thousand dollars (\$80,000), the contract must be awarded through a formal bid process and a call for bids or request for proposals shall be published according to 20-9-204, MCA. No contract shall be divided for the purpose of avoiding the formal procurement process.
- The District may enter into a cooperative purchasing contract for procurement of supplies with one or more districts or a Cooperative Services Program. This allows the District to participate in a cooperative purchasing group to purchases supplies through the group without bidding if the cooperative purchasing group has a publicly available master list of items available with pricing included and provides an opportunity at least twice yearly for any vendor, including a Montana vendor, to compete, based on a lowest responsible bidder standard.

Bid Specifications: (OPTIONAL)

The School District contracts will not be awarded to any potential vendors who write any of the bid specifications, the solicitation documents, or any of the contract language. The district must take care that any bids for services and supplies are written in the broadest possible terms to allow for participation by the largest number of potential vendors.

Identical bid specifications and/or request for proposals will be provided to all potential vendors.

Geographic Preference: (OPTIONAL)

No Geographic Preference (advantage based on location) is allowed with federal funds except for documented Farm to School (Farm to Plate) efforts. Therefore, as part of Farm to School may choose to apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products only.

Buy American:

The District will adhere to “Buy American” for the food service program 7 CFR 210.21(d). Therefore, Food Service is required to purchase, to the maximum extent possible, domestic products for use in meals

1 served in our Child Nutrition Program. There are two limited exceptions when non-domestic foods
2 may be purchased. These exceptions are determined by the SFA:

- 3 • The food or food product is not produced or manufactured in the United States in sufficient and
4 reasonably available quantities of a satisfactory quality; or
- 5 • Competitive bids reveal the cost of a United States food or food product is significantly higher
6 than the nondomestic product--Food preferences can only be met with foreign goods.
- 7 • SFA must document exceptions and keep records.

8
9 **Contracting with small and minority businesses, women's business enterprises, and labor surplus**
10 **area firms. 2 CFR 200.321(a):**

- 11 • The non-Federal entity must take all necessary affirmative steps to assure that minority
12 businesses, women's business enterprises, and labor surplus area firms are used when possible.

13
14 **Standards of Conduct for District Employees:**

- 15 • The School District maintains the following code of conduct for any employees engaged in award
16 and administration of contracts supported by Federal Funds:
17
18 • No District employee will engage in any procurement when there is a conflict of interest, real or
19 perceived, and District employees cannot solicit or accept any gratuities, favors or anything of
20 monetary value from prospective vendors. This shall not preclude district personnel from serving
21 on boards or participating in organizations that support the district's need to obtain quality
22 services and supplies.
23
24 • No District employee shall participate in the selection, award or administration of a contract when
25 any of the following persons have a financial interest in the firm selected for award:
26 o The employee
27 o Any member of his/her immediate family
28 o People with whom there is an intimate personal relationship
29 o An organization which employs or is about to employ any of the above
30
31 • The District would like all employees to behave with the utmost integrity and never be self-
32 serving, be fair in all aspects of the procurement process, be alert to conflicts of interest, and
33 avoid any compromising situations.
34
35 • Employees found to be in violation of this policy are subject to disciplinary action, up to and
36 including termination.

37
38
39
40 Policy History

41 Adopted on:

42 Reviewed on:

43 Revised on:

1 _____ **School District**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8211

4
5 Procurement Policy Using Federal Funds

6
7 The purpose of this Policy is to establish guidelines that meet or exceed the procurement
8 requirements for purchases of goods, services, and construction or repair projects when federal
9 funds are being used in whole or in part to pay for the cost of the contract. The policy
10 specifically applies to purchases using federal funds including but not limited to food service
11 purchases.

12
13 This policy applies to contracts for purchases, services, and construction or repair work funded
14 with federal financial assistance whether direct or reimbursed. The requirements of this Policy
15 also apply to any subrecipient of the funds. All contracts paid for in whole or in part with federal
16 funds shall be in writing.

17
18 All federally funded projects, loans, grants, and sub-grants, whether funded in part or wholly, are
19 subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements
20 for federal awards codified at 2 C.F.R. Part 200 unless otherwise directed in writing by the
21 federal agency or state pass-through agency that awarded the funds.

22
23 No contract may be divided to bring the cost under bid thresholds or to evade any requirements
24 under this Policy or state and federal law.

25
26 **Purchases:**

- 27 • Purchases greater than \$1 and less than \$80,000:
- 28 ○ Any purchase greater than \$1 and less than _____ will be handled in a fair and
 - 29 equitable manner consistent with district policy on purchasing as specified in
 - 30 accordance with Policy 7320.
 - 31 ○ The District will obtain two or more estimates when any purchase will cost more
 - 32 than _____ and less than eighty thousand (\$80,000).
 - 33 ○ The District may enter into a cooperative purchasing contract for procurement of
 - 34 supplies with one or more districts or a Cooperative Services Program. This
 - 35 allows the District to participate in a cooperative purchasing group to purchases
 - 36 supplies through the group without bidding if the cooperative purchasing group
 - 37 has a publicly available master list of items available with pricing included and
 - 38 provides an opportunity at least twice yearly for any vendor, including a Montana
 - 39 vendor, to compete, based on a lowest responsible bidder standard.
 - 40
 - 41 • Purchases greater \$80,000 will be handled in accordance with District Policy 7320.
 - 42

43 **Suspension and Debarment**

44
45 The District will award contracts only to responsible contractors possessing the ability to
46 perform successfully under the terms and conditions of the proposed procurement. All

purchasing decisions shall be made in the best interests of the District and shall seek to obtain the maximum value for each dollar expended . When making a purchasing decision, the District shall consider such factors as (1) contractor integrity; (2) compliance with public policy; (3) record of past performance; and (4) financial and technical resources.

The Superintendent shall have the authority to suspend or debar a person/corporation, for cause, from consideration or award of further contracts.

The District shall not subcontract with or award subgrants to any person or company who is debarred or suspended For contracts over \$25,000, the District shall confirm that the vendor is not debarred or suspended by confirming such status.

Maintenance of Procurement Records

The District maintains records sufficient to detail the history of all procurements . These records include, but are not limited to, the following: rationale for the method of procurement, selection of contract type, contractor selection, or rejection, and the basis for the contract price (including a cost or price analysis).

Bid Specifications: (OPTIONAL)

The School District contracts will not be awarded to any potential vendors who write any of the bid specifications, the solicitation documents, or any of the contract language. The district must take care that any bids for services and supplies are written in the broadest possible terms to allow for participation by the largest number of potential vendors.

Identical bid specifications and/or request for proposals will be provided to all potential vendors.

Geographic Preference: (OPTIONAL)

No Geographic Preference (advantage based on location) is allowed with federal funds except for documented Farm to School (Farm to Plate) efforts. Therefore, as part of Farm to School program, the District may choose to apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products only.

Standards of Conduct for District Employees:

- The District maintains the following code of conduct for any employees engaged in award and administration of contracts supported by Federal Funds:
- No District employee will engage in any procurement when there is a conflict of interest, real or perceived, and District employees cannot solicit or accept any gratuities, favors or anything of monetary value from prospective vendors. This shall not preclude district

personnel from serving on boards or participating in organizations that support the district's need to obtain quality services and supplies.

- No District employee shall participate in the selection, award or administration of a contract when any of the following persons have a financial interest in the firm selected for award:
 - The employee
 - Any member of his/her immediate family
 - People with whom there is an intimate personal relationship
 - An organization which employs or is about to employ any of the above
- The District would like all employees to behave with the utmost integrity and never be self-serving, be fair in all aspects of the procurement process, be alert to conflicts of interest, and avoid any compromising situations.
- Employees found to be in violation of this policy are subject to disciplinary action, up to and including termination.

Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms:

The School District will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used for projects and purchases covered by this policy, when possible under the circumstances governing or relating to the purchase or project. Affirmative steps shall include:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists covered by this policy;
- Assuring that small and minority businesses, and women's business enterprises are solicited for projects and purchases covered by this policy whenever they are potential sources;
- Dividing total requirements, when economically feasible and legally permissible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises for projects and purchases covered by this policy;
- Establishing delivery schedules, where the requirements and circumstances permit, which encourage participation by small and minority businesses, and women's business enterprises for projects and purchases covered by this policy;
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce for projects and purchases covered by this policy; and
- Requiring the prime contractor, if subcontracts are to be let for a project or purchase

covered by this policy, to take the affirmative steps listed in this section.

Cross Reference: Policy 7320 - Purchasing

Policy History:

Adopted on:

Reviewed on:

Revised on:

_____ **School District**

NON-INSTRUCTIONAL OPERATIONS

8225

Tobacco Free Policy

The District maintains tobacco-free buildings and grounds. Tobacco includes but is not limited to cigarettes, cigars, snuff, pipe smoking tobacco, smokeless tobacco, vapor product, alternative nicotine product or any other tobacco or nicotine delivery innovation.

Use of tobacco or nicotine products in a public school building or on public school property is prohibited, unless used in a classroom or on other school property as part of a lecture, demonstration, or educational forum sanctioned by a school administrator or faculty member, concerning the risks associated with using tobacco products or in connection with Native American cultural activities.

For the purpose of this policy, “public school building or public school property” means:

- Public land, fixtures, buildings, or other property owned or occupied by an institution for the teaching of minor children, that is established and maintained under the laws of the state of Montana at public expense; and
- Includes playgrounds, school steps, parking lots, administration buildings, athletic facilities, gymnasiums, locker rooms, and school vehicles.

Violation of the policy by students and staff will be subject to actions outlined in District discipline policies.

Use of FDA-approved cessation devices may be permitted at school buildings and on school grounds with the approval of the building administrator.

Legal Reference:	§ 20-1-220, MCA	Use of tobacco product in public school building or on public school property prohibited
	§ 50-40-104(4)(e), MCA	Smoking in enclosed public places prohibited – notice to public - place where prohibition inapplicable
	ARM 37.111.825(5)	Health Supervision and Maintenance
	42 U.S.C. 1996, 1996a	American Indian Religious Freedom Act

Policy History:

Adopted on:

Reviewed on:

Revised on:

2
3 **NONINSTRUCTIONAL OPERATIONS**

8300

4
5 Risk Management

6
7 The Board believes that the District must identify and measure risks of loss which may result from
8 damage to or destruction of District property or claims against the District by persons claiming to have
9 been harmed by action or inaction of the District, its officers or staff. The District will implement a risk
10 management program to reduce or eliminate risks where possible and to determine which risks the
11 District can afford to assume. Such program will consider the benefits, if any, of joining with other units
12 of local government for joint purchasing of insurance, joint self-insuring, or joint employment of a risk
13 manager. The Board will assign primary responsibility for administration and supervision of the risk
14 management program to a single person and will review the status of the risk management program each
15 year.

16
17 The District will purchase surety bonds for the Clerk, and such other staff and in such amounts as the
18 Board shall from time to time determine to be necessary for honest performance of the staff in the conduct
19 of the District's financial operations.

20
21 Security

22
23 Security means not only maintenance of buildings, but also protection from fire hazards, intruders,
24 damage, vandalism, and faulty equipment. The District shall implement safe practices in the use of
25 electrical, plumbing, and heating equipment. The Board requires close cooperation with local police, fire,
26 and sheriff departments and with insurance company inspectors.

27
28 Access to school buildings and grounds outside of regular school hours shall be limited to staff
29 completing official duties and authorized individuals or entities requiring access. An adequate key
30 control system shall be established which shall limit access to buildings to authorized staff, individuals,
31 and entities and shall safeguard against the potential entry of unauthorized persons.

32
33 Records and funds shall be kept in a safe place and under lock and key when required.

34
35 Locks and other protective devices designed to be used as safeguards against illegal entry and vandalism
36 shall be installed when appropriate to the individual situation. Employment of security officers may be
37 approved in situations where special risks are involved. All incidents of vandalism, unauthorized access
38 and burglary shall be reported to the Superintendent immediately and to law enforcement agencies as
39 appropriate.

40
41 Legal Reference: § 20-6-608, MCA Authority and duty of trustees to insure property
42 § 20-3-331, MCA Purchase of insurance – self-insurance plan
43 §§ 2-9-101, et seq., MCA Liability Exposure
44 § 2-9-211, MCA Political subdivision insurance
45 § 2-9-501, MCA Application – bonds excepted

46
47 Policy History:

48 Adopted on:

49 Reviewed on:

50 Revised on:

NONINSTRUCTIONAL OPERATIONS

8301

District Safety

For purposes of this policy, “*disaster means the occurrence or imminent threat of damage, injury, or loss of life or property*”.

The Board recognizes that safety and health standards should be incorporated into all aspects of the operation of the District. Rules for safety and prevention of accidents shall be posted in compliance with the Montana Safety Culture Act and the Montana Safety Act. Injuries and accidents shall be reported to the District office.

The Board has identified local hazards which may exist within the boundaries of the District include but are not limited to fire, natural disasters, intruders, weapons, and man-made disasters. The Board shall adopt a school safety plan or emergency operations plan for such hazards relating to school buildings and facilities, communications systems, and school grounds with the input from the local community and that addresses coordination, with the county or regional interdisciplinary child information and school safety team provided for in Policy 4410. The plan shall be reviewed annually.

The plan must include the following threat assessment practices:

- the adoption of a threat assessment protocol, outlining policies and procedures for implementation when there is notification of a student threat of harm to others or property; and
- an identified threat assessment team, composed of key staff, that meets at least monthly and may include behavioral threat assessment addressing students in need of academic and behavioral supports or interventions.

The Superintendent or designee shall design and incorporate drills in its school safety or emergency operations plan to address the above stated hazards. This plan and procedures shall be discussed and distributed to each teacher at the beginning of each school year. There shall be at least eight (8) disaster drills a year in a school. All teachers shall discuss safety drill procedures with their class at the beginning of each year and shall have them posted in a conspicuous place next to the exit door. Drills must be held at different hours of the day or evening to avoid distinction between drills and actual disasters. A record shall be kept of all fire drills.

The trustees shall review the school safety or emergency operations plan annually review and update the plan as determined necessary by the trustees based on changing circumstances pertaining to school safety. Once the trustees have made the certification to the office of public instruction that the plan has been reviewed, the trustees may transfer funds pursuant to Section 20-9-236, MCA to make improvements to school safety and security.

The Superintendent shall develop safety and health standards which comply with the Montana Safety Culture Act. **[Optional]**: The Superintendent shall ensure District employees are provided

1 equipment, tools, and devices designed to ensure a safe and health workplace in accordance with
2 this policy. Failure to use the provided equipment in a suitable or timely manner may be
3 considered a violation of District policy. If a staff member requires equipment that is not
4 available, an employee may submit a request to the administration in accordance with established
5 District practice. **[End Optional Language]**

6
7 To ensure a safe school setting and to comply with regulations governing schools in Montana,
8 the following safety measures shall be implemented in the District:

9 (a) Janitorial and other storage areas that contain toxic or hazardous materials must be
10 kept locked between periods of use. Custodial closets, boiler rooms, and other areas
11 where hazardous or poisonous compounds are stored must be inaccessible to students.

12
13 (b) All cleaning compounds and other toxic chemicals not stored in the product container
14 or package in which it was obtained must be stored in a labeled container that clearly
15 identifies the product by name.

16
17 (c) Chemicals must be stored as specified by the chemical's Safety Data Sheet.

18
19 (d) The school and school site must be free of objects or conditions which create
20 unreasonable or unnecessary dangers to health or safety.

21
22 (e) First aid kits and AEDs must be provided and stored in accessible locations that
23 are easily identifiable to staff and trained personnel.

24
25 (f) Playground and school yards must be inspected every month by the facility manager
26 or other school personnel and the inspection must be recorded and records kept on the
27 school site. Inspections must be conducted using a playground safety checklist
28 approved by DPHHS.

29
30 (g) Playground inspection results must be made available for review by the local health
31 authority or DPHHS upon request.

32
33 (h) Periodic maintenance and repair must be performed on playground equipment
34 according to the manufacturer's specifications. Repairs, not including the leveling of
35 fall protection material, must be documented.

36
37 (i) Playground equipment must be maintained in a safe condition.

38
39 Legal Reference: § 20-1-401, MCA

Disaster drills to be conducted
regularly – districts to identify
disaster risks and adopt school safety
plan

40
41
42 § 20-1-402, MCA

Number of disaster drills required –
time of drills to vary

43
44 §§ 39-71-1501, et seq., MCA

Montana Safety Culture Act

45
46 37.111.812, ARM

Safety Requirements

47 Chapter 348 (2023)

School Safety Teams

- 1 Policy History:
- 2 Adopted on:
- 3 Reviewed on:
- 4 Revised on:

2
3 **NONINSTRUCTIONAL OPERATIONS**

8302

4
5 Noxious Plant and Animal Control

6
7 Each school and school site shall be maintained free of harborage for insects, rodents, and other
8 pests. Extermination methods and other measures to control pests shall conform with the
9 requirements of the DPHHS or the local health authority.

10
11 All areas shall be maintained free of accumulation of debris or standing water which may
12 provide harborage for pests.

13
14 Storage areas shall be maintained so as to prevent pest harborage. Lumber, pipe, and other
15 building materials shall be stored neatly.

16
17 The growth of brush, weeds, and grass shall be controlled to prevent harborage of pests. School
18 grounds shall be maintained to prevent the growth of noxious weeds considered detrimental to
19 health.

20
21 Integrated Pest Management Plan

22
23 The District has developed and implemented an Integrated Pest Management (IPM) program.
24 Students, parents, and staff shall be notified when chemicals for IPM are going to be used. The
25 school IPM shall include strategies to prevent the spread of pests.

26
27 The facility manager, superintendent or other staff approved by the superintendent shall,
28 whenever practical, ensure the use of nonchemical methods to control pests, including
29 proper sanitation practices, structural repair, and window screens.

30
31 Pesticide Application Notification

32
33 Except as otherwise provided in this policy, the District shall notify parents or guardians of
34 students of the application of a pesticide to an area of the school that is used by or is accessible
35 to students least 24 hours before the application. The notification shall state the following:

- 36
37 (a) A description of the area where the pesticide will be applied;
38 (b) The date and approximate time of application;
39 (c) The common or brand name of each pesticide to be used;
40 (d) The targeted pests to be controlled by the pesticide;
41 (e) Each active ingredient in the pesticide;
42 (f) The EPA registration number;
43 (g) The telephone contact number, if any, on the label of the pesticide for additional
44 information about each pesticide; and
45 (h) A contact name and telephone number at the school.
46 (i) If the application will be outdoors, the notification shall also include three dates in
47 chronological order in case the preceding date is canceled due to weather.
48
49

During the school year, the notification required by this policy shall be made by individual notice delivered by phone, face-to-face oral communication, electronic mail, postal mail, or facsimile. The Board of Trustees authorizes the superintendent or other staff approved by the superintendent to develop a registration system to provide this notification only to those parents who wish to receive the notification. The registration shall provide written notice to the parents or guardians of the student at the beginning of the school year, or upon a child's enrollment, that pesticides may be used in or around the school. The administrator shall develop methods to permit each parent or guardian how to register to be notified at least 24 hours before a pesticide treatment.

If pesticides are used outside the school year and the school is open or to be accessible by the public, the notification required shall be prominently posted in a conspicuous location on the school premises at least 24 hours before the pesticide application is scheduled to occur.

Immediately before starting the application of a pesticide, the certified applicator shall post in the area of the school where the pesticide is to be applied, a sign 8.5x11-inch in size, or greater. Fonts shall be no smaller than 26 point (one-fourth inch). The administrator shall ensure the sign remains posted and students are kept out of the treated area until the reentry interval on the label, if any, has expired, or, if the label does not specify a reentry interval, for at least 24 hours.

Emergency Pesticide Application

The superintendent or other staff approved by the superintendent may authorize an immediate pesticide treatment without prior notification if the superintendent determines an emergency exists. An emergency includes an immediate and unanticipated threat to the health and safety of the individuals at the school. If a school administrator authorizes an emergency pesticide application all the information that is required in a notice under this policy shall be included in the record maintained as required by this policy

Exceptions to the Notice Requirements

The following pesticide applications are not subject to the notification or posting requirements of this rule:

- (a) Applications of antimicrobial pesticides;
- (b) An application where the school remains unoccupied for a continuous 72- hour period following the application of the pesticide;
- (c) Applications of rodenticides in tamper-resistant bait stations or in areas inaccessible to students; and
- (d) Applications of silica gels and other ready-to-use pastes, foams, or gels that will be used in areas inaccessible to students.

Record Keeping

The superintendent or other staff approved by the superintendent shall keep records of pesticide applications subject to the notification and posting requirements of this rule. Records shall include:

- (a) A copy of each notice issued;
- (b) The date of application;
- (c) The name and employer of the individual who applied the pesticide, including the individual's certification number;
- (d) The rate of application;
- (e) The concentration of the pesticide applied; and
- (f) The total amount of pesticide used.

Records shall be kept for at least five years and shall be made available to the local health authority, DPHHS, or the public for review upon request.

Legal Reference: 37.111.846, ARM Noxious Plant and Animal Control
 10.55.701(s), ARM Board of Trustees

Policy History:

Adopted on:

Reviewed on:

Revised on:

4
5 Facility Cleaning and Maintenance

6
7 District personnel shall routinely both clean by removing germs, dirt and impurities and, when
8 necessary, disinfect by using chemicals to kill germs on all surfaces and objects in any school
9 building and on school property that are frequently touched. This process shall include cleaning
10 objects/surfaces not ordinarily cleaned daily.

11
12 Personnel shall clean with the cleaners typically used and will use all cleaning products
13 according to the directions on the label. When necessary, personnel shall disinfect with common
14 EPA-registered household disinfectants. Personnel shall follow the manufacturer's instructions
15 for all cleaning and disinfection products.

16
17 When necessary, the District shall provide EPA-registered disposable wipes to teachers, staff,
18 and secondary students so that commonly used surfaces (e.g., keyboards, desks, remote controls)
19 can be wiped down before use. The superintendent or other staff approved by the superintendent
20 are required to ensure adequate supplies to support cleaning and disinfection practices.
21 Specifically, the District shall comply with the following cleaning and maintenance
22 requirements:

- 23
24 (a) Daily cleaning and maintenance services will be provided whenever the school is in
25 use.
26 (b) Each janitor room will be kept clean, ventilated, lockable, and free from odors.
27 (c) Soiled mop heads will be changed frequently, using laundered replacements.
28 (d) Toilets, lavatories, and showers will not be used for washing and rinsing of mops,
29 brooms, brushes, or any other cleaning device.
30 (e) Cleaners used in cleaning showers, lavatories, urinals, toilet bowls, toilet seats, and
31 floors will contain fungicides or germicides.
32 (f) Deodorizers and odor-masking agents will not be used
33 (g) Toilet bowl brushes, mops and sponges will be used only for cleaning toilet bowls and
34 urinals and will be stored separately from other cleaning devices. Cleaning devices
35 used for lavatories and showers may not be used for any other purposes.
36 (h) Dry dust mops and dry dust cloths for cleaning purposes are prohibited, except for use
37 on gymnasium floors. Only treated mops, wet mops, treated cloths, moist cloths or
38 other means approved by the DPHSS or local health authority which will not spread
39 soil from one place to another may be used for dusting and cleaning, with the
40 exception of gymnasium floors.
41 (i) All furnishings, fixtures, floors, walls, and ceilings will be clean and in good repair
42 as outlined in this Policy.
43 (j) Cleaning compounds and pesticides will be stored, used, and disposed of in
44 accordance with the manufacturer's instructions.
45 (k) Safety data sheets will be kept with all cleaning supplies in the area where the
46 cleaning supplies are located.
47 (l) As current non-green cleaning supplies are depleted it is recommended that they are

replaced with cleaning products that are "Green Products."

(m) All cleaning supplies need to have an EPA registration number, a "use by" reading letter, be stored with approved ventilation, and stored out of the reach of students.

(n) All vomit, blood, and fecal matter including diarrhea will be cleaned using appropriate personal protective equipment. Cleaning supplies and personal protective equipment used for vomit, blood, and fecal matter clean-up will be disposed in accordance with disposal of medical equipment in Policy 3416, if applicable. All affected areas will be disinfected in accordance with this Policy.

(o) All therapeutic whirlpools will be constructed and maintained for easy cleaning. Whirlpools will be drained and sanitized after each use. Individuals with open sores or infections are prohibited from using therapeutic whirlpools.

Assigned Cleaning and Disinfecting

Personnel shall evaluate and identify surfaces and objects to be cleaned and disinfected in accordance with their knowledge, experience, and applicable guidance from federal, state, tribal, and local health officials. Personnel shall have access to or the opportunity to access the latest available guidance upon request to their supervisor.

Personnel shall coordinate with colleagues and supervisors to develop a plan, schedule, and routine to regularly clean identified surfaces and objects. Personnel shall honor this plan, schedule, and routine until adjusted. Reasons for adjustment may include but are not limited to change in school schedule, absence of colleagues, availability of equipment and supplies, and federal, state, tribal or local health directives and guidance. If adjustment is necessary, personnel shall again coordinate with colleagues and supervisors to improve the plan, schedule, and routine. Personnel shall solicit and accept perspectives from colleagues and other school officials when considering improvements to the plan.

Personnel shall prioritize cleaning frequently touched and indoor surfaces. Hard and non-porous surfaces and objects that are touched daily shall be the top priority for cleaning on a daily basis. Hard and non-porous surfaces and objects that are not indoors or have not been occupied for seven days shall be routinely cleaned. Personnel shall always use chemicals, products, and substances in a manner consistent with the applicable instructions.

Personnel shall thoroughly clean or launder soft, porous, or fabric-based materials as permitted by location and substance. During evaluation and identification of surfaces, personnel shall consider removing soft and porous materials in high traffic areas that may increase risk of exposure.

Personnel shall establish and maintain safe work practices in accordance with these procedures and School District policy in order to reduce the risk of exposure. If disinfection of any surface

or item is necessary, disinfection shall occur in accordance with stated guidance and substance instructions.

Physical Barriers and Guides

Personnel shall review school buildings and identify areas where installation of physical barriers, such as sneeze guards and partitions, shall assist or protect students and staff. Personnel shall coordinate with building or district administrators to complete or install any identified physical barrier.

Legal References: 37.111.841, ARM Cleaning and Maintenance
 10.55.701(s), ARM Board of Trustees

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8310

4
5 Memorials

6
7 The School Board recognizes that the death of a student, member of the staff, or community
8 members is deeply felt by the school community. As places designed primarily to support
9 learning, school sites should not serve as the main venue for permanent memorials for students,
10 staff, or community members.

11
12 Permanent memorials for deceased students, staff, or community members shall be limited in
13 form to perpetual awards or scholarships. [Contributions may be made to a general scholarship
14 fund established by the district memorializing a student, staff member, or member of the school
15 community.] [Memorial scholarships may be accepted and awarded under criteria approved by
16 the administration in honor of persons who have special significance to the students, district and
17 community. All such offers will be submitted to the Superintendent with pertinent information
18 concerning the purpose of the memorial scholarship. Funds will be administered by the District.]
19 Items may be accepted by the district in memory of an individual or event with Superintendent
20 approval. The Superintendent will consider any maintenance costs to the district of such gifts.
21 Items received become the property of the district and will be used for the purpose for which
22 they were donated.

23
24 Any permanent memorials in existence before this policy was adopted can only be removed by a
25 vote of the Board of Trustees.

26
27 The Board recognizes the use of district property for memorial services is generally
28 inappropriate. Any such request will be considered in accordance with Board Policy 4330 and
29 4330P.

30
31
32 Cross Reference: BP 4330 Community Use of School Facilities
33 BP 4330P Rules and Regulations for Building Use
34
35

36
37 Policy History:

38 Adopted on:

39 Reviewed on:

40 Revised on:

1 _____ **School District**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8320

4
5 Property Damage

6
7 The District will maintain a comprehensive insurance program which will provide adequate
8 coverage, as determined by the Board, in the event of loss or damage to school buildings and/or
9 equipment, including motor vehicles. The comprehensive insurance program will maximize the
10 District's protection and coverage while minimizing costs for insurance. This program may
11 include alternatives for sharing the risk between the District and an insurance carrier and through
12 self-insurance plans.

13
14 Privately Owned Property

15
16 The District will not assume responsibility for maintenance, repair, or replacement of any
17 privately owned property brought to a school or to a District function, unless the use or presence
18 of such property has been specifically requested in writing by the administration.

19
20
21
22 Legal Reference: § 20-6-608, MCA Authority and duty of trustees to insure district
23 property
24

25 Policy History:

26 Adopted on:

27 Reviewed on:

28 Revised on:

1 _____ **School District**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8410

Page 1 of 3

4
5 Operation and Maintenance of District Facilities

6
7 Inspections

8
9 The District seeks to maintain and operate facilities in a safe and healthful condition. The
10 facilities manager, in cooperation with principals, fire chief, and county sanitarian, shall annually
11 inspect plant and facilities or as necessary. The facilities manager shall develop a program to
12 maintain the District physical plant by way of a continuous program of repair, maintenance, and
13 reconditioning. Budget recommendations shall be made each year to meet these needs and any
14 such needs arising from an emergency.

15
16 The facilities manager shall formulate and implement energy conservation measures. Principals
17 and staff are encouraged to exercise other cost-saving procedures in order to conserve District
18 resources in their buildings.

19
20 The District shall permit representatives of DPHHS or local health authority to enter any
21 school at any reasonable time for the purpose of making inspections to determine compliance
22 with applicable regulations. DPHHS or local health authority may determine that special
23 circumstances or local conditions warrant inspections with greater or less frequency. Upon
24 receiving a complaint, the local health authority may determine if more inspections are
25 necessary.

26
27 Inspections of school facilities shall be done using forms approved by the DPHHS. Inspection
28 records shall be kept on file at the school for at least three years from the time of inspection.
29 Following each inspection, representatives of the DPHHS or local health authority shall give the
30 school administration a copy of an inspection report which notes any deficiencies and sets a time
31 schedule for compliance. The report shall document deficiencies.

32
33 The District shall comply with the Building and Fire Safety Codes administered by the State
34 Building Codes Division and the State Fire Marshal or by local building officials.

35
36 **Laundry Facilities**

37
38 Laundries operated in conjunction with or utilized by the District shall be provided with:

- 39
40 (a) a mechanical washer and hot air tumble dryer. Manual washing and line drying of
41 towels and other laundry items is prohibited. Dryers shall be properly vented to
42 prevent maintenance problems and buildup of moisture.
43 (b) a hot water supply system capable of supplying water at a temperature of 120°F to
44 the washer during all periods of use.
45 (c) sufficient separation between the area used for sorting and storing soiled laundry
46

and the area used for folding and storing clean laundry to prevent the possibility of cross-contamination.

(d) separate carts for transporting soiled and clean laundry.

(e) handwashing facilities including sink, soap, and disposable towels. A soak sink may double as a handwashing sink.

Towels and other laundry items shall be machine washed at a minimum temperature of 120°F for a minimum time of ten minutes and dried to greater or equal to 130°F for ten minutes in a hot air tumble dryer.

Solid Waste and Recycling

In order to ensure that solid waste, including recycling material, is safely stored and disposed of, the School District shall:

- (a) store all solid waste between collections in containers which have lids, are corrosion-resistant, and are constructed to minimize pest attraction and harborage;
- (b) clean all solid waste containers with sufficient frequency to maintain them in a condition which minimizes pest attraction;
- (c) for exterior containers other than dumpsters or compactors, utilize stands which prevent the containers from being tipped, protect them from deterioration, and allow easy cleaning below and around them. Further, dumpsters or compactors shall be located on or above a smooth surface of non-absorbent material, such as concrete or asphalt, that is maintained in clean and good condition;
- (d) transport, or utilize a private or municipal hauler to transport, the solid waste at least weekly to a landfill site approved by the DEQ in a covered vehicle or covered containers.

Physical Requirements

The School District shall comply with the following physical requirements:

- (a) Floors, walls, and ceilings in toilet, locker, and shower rooms, laundries, janitorial closets, and similar rooms subject to large amounts of moisture shall be maintained in a smooth and non-absorbent condition. Non-absorbent, non-skid floor matting may be used where appropriate to prevent injury.
- (b) Adequate coat/jacket and book storage for each student shall be provided;
- (c) Livestock and poultry shall be located more than 50 feet from food service areas, offices, or classrooms except those offices and classrooms associated with animal husbandry activities or other demonstrations as approved by the school administration. In classrooms, offices, or food service areas where livestock and poultry are approved by the administrator, animals shall not have contact with

eating or serving surfaces.

Legal Reference:	10.55.908, ARM	School Facilities
	37.111.834, ARM	Solid Waste
	37.111.840, ARM	Laundry Facilities
	37.111.811, ARM	Physical Requirements
	37.111.810, ARM	Inspections
	10.55.701(s), ARM	Board of Trustees
	10.55.701(l), ARM	Board of Trustees

Policy History:

Adopted on:

Reviewed on:

Revised on:

2
3 **NONINSTRUCTIONAL OPERATIONS**

8411

4
5 Water Supply Systems and Wastewater

6
7 The District shall ensure an adequate and potable supply of water for school buildings and
8 properties by either:

- 9
10 (a) connecting to a compliant public water supply system; or
11 (b) utilizing a non-public system whose construction and use meet the standards
12 published by DPHHS if the school is not utilized by more than 25 persons daily at
13 least 60 days out of the calendar year, including staff and students, and a
14 - compliant public water supply system is not accessible. When using a system
15 outlined in this subsection (b) a school shall submit a water sample at least
16 quarterly to a laboratory licensed by the DPHHS to perform microbiological
17 analysis of the water supplied in order to determine that the water does not exceed
18 the maximum microbiological contaminant levels acceptable to DPHHS.

19
20 A water supply system of a type other than described in subsections (a) or (b) may be utilized
21 only if it is designed by a professional engineer and offers equivalent sanitary protection as
22 determined by DPHHS or local health authority. When using a system outlined in this
23 paragraph, the District shall submit a water sample at least quarterly to a laboratory licensed by
24 DPHHS to perform microbiological analysis of the water supplied in order to determine that
25 the water does not exceed the maximum microbiological contaminant levels acceptable to
26 DPPHS, DEQ, or local health authority.

27
28 The District shall replace or repair the water supply system serving it whenever the
29 water supply:

- 30
31 (a) contains microbiological contaminants in excess of the maximum levels
32 acceptable to DPPHS, DEQ, or local health authority.
33 (b) does not have the capacity to provide adequate water for drinking, cooking,
34 personal hygiene, laundry, and water-carried waste disposal.

35
36 If the District cannot make water under pressure available, the drinking water from an approved
37 source shall be stored in a clean and sanitized container having a tight-fitting lid and a suitable
38 faucet apparatus for filling individual cups. In this situation, single service drinking cups shall be
39 provided.

40
41 Flushing and Testing

42
43 The District shall review water systems and features including but not limited to sink faucets,
44 drinking fountains, decorative fountains to ensure they are safe to use after a prolonged facility
45 shutdown. Drinking fountains shall be regularly cleaned and sanitized. The District shall create
46 and implement a flushing program unless it meets the established waiver requirements

established by DEQ. Flushing shall be required following any period of time during which the school is inactive.

The District shall maintain a schematic and inventory of fixtures in accordance with DEQ protocols as part of the District's water testing program. The District shall sample all water fountains and sinks used for food preparation. All other potential human consumption fixtures shall be sampled, unless the District receives approval for a testing plan from DEQ to test a representative sample of potential fixtures in the school in accordance with DEQ protocols. All samples shall be analyzed by a Montana certified lab using EPA-approved standard drinking water methods for the detection and quantification of lead. All test results will be considered public records.

Wastewater

The District shall ensure wastewater is completely and safely disposed of by:

- (a) connecting to a compliant public wastewater system; or
- (b) if the school is not utilized by more than 25 persons daily at least 60 days out of the calendar year, including staff and students, and a compliant public wastewater system is not available, utilizing a non-public system whose construction and use meet DEQ construction and operation standards.

If the District uses pit privies, the privies shall be operated and maintained in compliance with the standards specified in DEQ Circular-4. If the District uses a wastewater system design of a type other than described in this policy, it shall be designed by a professional engineer and offers equivalent sanitary protection as determined by the DPPHS, DEQ, or local health authority.

Legal References: 37.111.832, ARM Water Supply System
ARM Title 17, chapter 38, subchapter 1
17.38.207, ARM Maximum Microbiological Containment Levels
DEQ Circular FCS 1-2016.
DEQ Circular 4
10.55.701(s), ARM Board of Trustees
10.55.701(l), ARM Board of Trustees
10.55.701(q), ARM Board of Trustees

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8420

4
5 District-Wide Asbestos Program

6
7 It is the intent of the District that the Asbestos Hazard Emergency Response Act (AHERA) and
8 all of its amendments and changes be complied with by all District employees, vendors, and
9 contractors.

10
11
12
13 Legal Reference: 15 USC § 2641 Congressional findings and purpose

14
15 Policy History:

16 Adopted on:

17 Reviewed on:

18 Revised on:

1 _____ **School District**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8421

Page 1 of 2

4
5 Lead Renovation

6
7 In accordance with the requirements of the Environmental Protection Agency (EPA), the District
8 has this Lead Renovation Policy that is designed to recognize, control and mitigate lead hazards
9 at all District owned facilities and grounds.

10
11 The Lead-based paint renovation, repair and painting program (RRP) is a federal regulatory
12 program affecting contractors, property managers, and others who disturb painted surfaces. It
13 applies to child-occupied facilities such as schools and day-care centers built prior to 1978.

14
15 “Renovation” is broadly defined as any activity that disturbs painted surfaces and includes most
16 repair, remodeling, and maintenance activities, including window replacement.

17
18 The District has implemented this policy to identify, inspect, control, maintain and improve the
19 handling of lead related issues across the district facilities and grounds. In an effort to reduce
20 potential hazards, the District through training has put together maintenance programs that will
21 not only better protect the environment, but the students and employees of the District as well.

22
23 The District’s Lead Renovation Policy shall apply too not only employees of the maintenance
24 department but to outside contractors as well. No outside painting contractor will be permitted to
25 work for the District after April 22, 2010 unless they can show proof of training relative to lead
26 renovation or maintenance from an accredited training institution.

27
28 Information Distribution Requirements

29
30 No more than 60 days before beginning renovation activities in any school facility of the District,
31 the company performing the renovation must:

- 32 1. Provide the Superintendent with EPA pamphlet titled *Renovate Right: Important Lead*
33 *Hazard Information for Families, Child Care Providers and Schools*.
34 2. Obtain, from the District, a written acknowledgement that the District has received the
35 pamphlet.
36 3. Provide the parents and guardians of children using the facility with the pamphlet and
37 information describing the general nature and locations of the renovation and the
38 anticipated completion date by complying with one of the following:
39 (i) Mail or hand-deliver the pamphlet and the renovation information to each parent or guardian of
40 a child using the child-occupied facility. The School District will also include information about
41 how parents and guardians may choose to receive the pamphlet via email in a consent and
42 enrollment form.
43 (ii) While the renovation is ongoing, post informational signs describing the general nature and
44 locations of the renovation and the anticipated completion date. These signs must be posted in
45 areas where they can be seen by the parents or guardians of the children frequenting the child-
46 occupied facility. The signs must

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Page 2 of 2

- 1
2 be accompanied by a posted copy of the pamphlet or information on how interested parents or
3 guardians can review a copy of the pamphlet or obtain a copy from the renovation firm at no cost
4 to the parents or guardians.
- 5 4. The renovation company must prepare, sign, and date a statement describing the steps
6 performed to notify all parents and guardians of the intended renovation activities and to
7 provide the pamphlet.

8
9 Recordkeeping Requirements *

10
11 All documents must be retained for three (3) years following the completion of a renovation.

- 12 • Records that must be retained include:
13 • Reports certifying that lead-based paint is not present.
14 • Records relating to the distribution of the lead pamphlet.
15 • Documentation of compliance with the requirements of the Lead-Based Paint
16 Renovation, Repair, and Painting Program.

17
18 **Note: The MTSBA recommends that districts follow the same record retention schedule as they*
19 *do for Asbestos abatement (forever).*

20
21 Legal Reference: 40 CFR Part 745, Subpart E Lead-based paint poisoning in certain
22 residential structures
23 15 U.S.C. 2682 and 2886 Toxic Substances Control Act, Sections
24 402 and 406

25
26 Policy History:

27 Adopted on:

28 Reviewed on:

29 Revised on:

1 _____ **School District**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8425

Page 1 of 2

4
5
6 Service Animals

7 For the purposes of this policy, state law defines a service animal as a dog or any other animal
8 that is individually trained to do work or perform tasks for the benefit of an individual with a
9 disability. Federal law definition of a disability includes a physical, sensory, psychiatric,
10 intellectual, or other mental disability.

11
12 The District shall permit the use of a miniature horse by an individual with a disability,
13 according to the assessments factors as outlined in Policy 8425P, if the miniature horse has been
14 individually trained to do work or perform tasks for the benefit of the individual with a disability.

15
16 The _____ School District will permit the use of service animals by an individual with a
17 disability according to state and federal regulations. The School District will honor requests for
18 service animals in accordance with the applicable Section 504 or Special Education policy
19 adopted by the Board of Trustees. The work or tasks performed by a service animal must be
20 directly related to the handler's disability.

21
22 Examples of work or tasks performed by the service animal to accommodate an identified
23 disability include, but are not limited to, assisting individuals who are blind or have low vision
24 with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the
25 presence of people or sounds, providing nonviolent protection or rescue work, pulling a
26 wheelchair, assisting an individual during a seizure, alerting individuals to the presence of
27 allergens, retrieving items such as medicine or the telephone, providing physical support and
28 assistance with balance and stability to individuals with mobility disabilities, and helping persons
29 with psychiatric and neurological disabilities by preventing or interrupting impulsive or
30 destructive behaviors.

31
32 The crime deterrent effects of an animal's presence and the provision of emotional support, well-
33 being, comfort, or companionship do not constitute work or tasks for the purposes of this
34 definition.

35
36 The District may ask an individual with a disability to remove a service animal from the
37 premises if:

- 38 • The animal is out of control and the animal's handler does not take effective action to
39 control it; or
40 • The animal is not housebroken

41
42 The District is not responsible for the care or supervision of the service animal.

43
44 Individuals with disabilities shall be permitted to be accompanied by their service animals in all
45 areas of the District's facilities where members of the public, participants in services, programs
46 or activities, or invitees, as relevant, are allowed to go.

Cross Reference: 8425P Procedure for allowance of service animals
2161 Special Education
2162 Section 504 of the Rehabilitation Act of 1973

Legal Reference: 28 CFR 35.136 Service Animals
28 CFR 35.104 Definitions
49-4-203(2), MCA Definitions

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8425P

4
5 Service Animal Allowance Procedure

6
7 The School District will honor requests for service animals by students or staff in accordance
8 with the applicable Section 504 or Special Education policy adopted by the Board of Trustees.

9 The following procedures have been developed which will help guide the administration when a
10 request for the use of a service animal has been presented by an individual with a disability.

11
12 Inquiries: The administration shall not ask about the nature or extent of a person's disability but
13 may make two inquiries to determine whether an animal qualifies as a service animal. The
14 administration may ask if the animal is required because of a disability and what work or task the
15 animal has been trained to perform. The administration shall not require documentation, such as
16 proof that the animal has been certified, trained, or licensed as a service animal. Generally, the
17 administration may not make these inquiries about a service animal when it is readily apparent
18 that an animal is trained to do work or perform tasks for an individual with a disability (*e.g.*, the
19 dog is observed guiding an individual who is blind or has low vision, pulling a person's
20 wheelchair, or providing assistance with stability or balance to an individual with an observable
21 mobility disability).

22
23 Exclusions: The administration may ask the individual to remove the service animal from the
24 premises if the animal is out of control and the handler does not take effective action to control
25 it, or if the animal is not housebroken. If the administration properly excludes the service
26 animal, it shall give the individual the opportunity to participate in the service, program, or
27 activity without having the service animal on the premises.

28
29 Surcharges: The administration shall not ask or require the individual to pay a surcharge, even if
30 people who are accompanied by pets are required to pay fees, or to comply with other
31 requirements generally not applicable to people without pets. If the District normally charges
32 individuals for the damage they cause, the individual may be charged for damage caused by his
33 or her service animal.

34
35 Miniature horses assessment factors: In determining whether reasonable modifications can be
36 made to allow a miniature horse into a specific facility, the District shall consider:

- 37
38
 - The type, size, and weight of the miniature horse
 - Whether the miniature horse is housebroken, and
 - Whether the miniature horse's presence in a specific facility compromises legitimate

40 safety requirements that are necessary for safe operation.

41
42
43 Policy History:

44 Adopted on:

45 Reviewed on:

46 Revised on:

1 _____ **School District**

2
3 **NONINSTRUCTIONAL OPERATIONS**

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Page 1 of 2

4
5
6 The District supports the use of therapy dogs and other therapy animals by teachers or other
7 qualified school personnel (“Owner”) for the benefit of its students, subject to the conditions of
8 this policy.

9
10 Therapy Animals

11
12 Therapy dogs and other therapy animals are family pets that are trained and registered or
13 certified through therapy organizations. They are only half of the therapy team. The handler is
14 the other half. Therapy teams enter the school by invitation or prior approval.

15
16 A therapy animal is not a service animal, and unlike a service animal, a therapy animal does not
17 assist a person with a disability with activities of daily living, nor does it accompany a person
18 with a disability at all times. Therapy animals do not have legal rights.

19
20 Requirements of Therapy Animals and User/Owners

21
22 Individuals with disabilities using therapy or companion animals are responsible for their
23 animals at all times and must comply with the following requirements:

24
25 **Request:** An Owner must submit a written request to the Superintendent. The request must be
26 renewed each school year or whenever a different therapy animal will be used.

27
28 **Registration, Training and Certification:** The Owner must register the therapy animal and
29 provide documentation of the registration, certification, and training to the Superintendent. The
30 registration and certification must remain current at all times.

31
32 **Health and Vaccination:** The therapy animal must be clean, well groomed, in good health,
33 house broken, and immunized against diseases common to dogs. The Owner must submit proof
34 of current licensure from the local licensing authority and proof of the therapy animal’s current
35 vaccinations and immunizations from a licensed veterinarian.

36
37 **Control:** A therapy animal must be under the control of the “Owner”, at all times, through the
38 use of a leash or other tether unless the use of a leash or other tether would interfere with the
39 therapy animals’ safe, effective performance of its work or tasks.

40
41 **Identification:** The therapy animals must wear appropriate visible identification that identifies
42 in writing that the animal is a therapy animal.

43
44 **Behavior:** The Owner must take responsibility for the behavior of the animal in private and
45 public places, and for due care and diligence in the use of the animal on school district property.
46

Health and Safety: The therapy animal must not pose a health and safety risk to any student, employee, or other person at the school.

Supervision and Care of Therapy Animals: The Owner is solely responsible for the supervision and care of the therapy dog, including any feeding, exercising, and clean-up while the animal is in the school building or on school property. The school district is not responsible for providing any care, supervision, or assistance for a therapy animal.

Authorized Areas: The Owner shall only allow the therapy animal to be in areas in school buildings or on school property that are authorized by the school administrators.

Insurance: The Owner must submit a copy of an insurance policy that provides liability coverage for the therapy animal while on school property.

Exclusion or Removal from School. A therapy animal may be excluded from school property and buildings if a school administrator determines that:

- (1) A handler does not have control of the therapy animal;
- (2) The therapy animal is not house broken;
- (3) The therapy animal presents a direct and immediate threat to others in the school; or
- (4) The animal's presence otherwise interferes with the educational process.

The Owner shall be required to remove the therapy animal from school premises immediately upon such a determination.

Allergic Reactions. If any student or school employee assigned to a classroom in which a therapy animal is permitted, and suffers an allergic reaction to the therapy animal, the Owner of the animal will be required to remove the animal to a different location designated by an administrator.

Damages to School Property and Injuries: The Owner of a therapy animal is solely responsible and liable for any damage to school property or injury to personnel, students, or others caused by the therapy animal.

Therapy Animals in Training; This policy shall also be applicable to therapy animals in training that are accompanied by a bona fide trainer.

Policy History:

Adopted on:

Reviewed on:

Revised on:

School District

Request to use Therapy Animal in School

8426F

Board Policy 8426 governs the use of therapy animals in school. The request shall be submitted to the Superintendent for approval each school year and/or whenever the Owner wishes to use a different therapy animal.

Name of Owner: _____

Name of Handler (if different from Owner): _____

Owner address: _____

Handler address (if different from Owner): _____

Owner email: _____

Handler email (if different from Owner): _____

Building(s) where animal will be used: _____

Please describe, in detail, what the animal will do at the school. _____

Date: _____

Owner Phone Number: _____

Handler Phone Number: _____

Name of Therapy Animal: _____

Please attach the following to this form:

Proof of registration as a therapy animal handler with the individual animal to be used (*Note: Such registration shall be from an organization that requires an evaluation of the therapy animal and handler prior to registration and at least every two years*)

Proof from a licensed veterinarian that the therapy animal is in good health and has been immunized against diseases common to the particular animal. Such vaccinations shall be kept current and up to date at all times.

Proof of licensure from the local licensing authority.

Copy of an insurance policy that provides liability coverage for the work of the handler and therapy animal while the two are on school district property.

Owner's Signature: _____ Date: _____

Handler's Signature (if different from Owner): _____ Date: _____

Superintendent's Signature: _____ Date: _____

2
3 **NONINSTRUCTIONAL OPERATIONS**

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4
5 Records Management

6
7 The District will retain, in a manner consistent with applicable law and the state's *Rules for*
8 *Disposition of Local Government Records*, such records as are required by law or regulations to
9 be created and/or maintained, and such other records as are related to students, school personnel,
10 and the operations of the schools.

11
12 For the purpose of this policy, "records" are all documentary materials, regardless of media or
13 characteristics, made or received and maintained by the school unit in transaction of its business.
14 Records include email and other digital communications sent and received.

15
16 Records may be created, received, and stored in multiple formats, including but not limited to
17 print, microfiche, audio and videotapes, and various digital forms (on hard drives, computer
18 disks and CDs, servers, flash drives, etc.).

19
20 The Superintendent will be responsible for developing and implementing a records management
21 program for the cataloging, maintenance, storage, retrieval, and disposition of school records.
22 The Superintendent will also be responsible for developing guidelines to assist school employees
23 in understanding the kinds of information that must be saved and those which can be disposed of
24 or deleted. The Superintendent may delegate records-management responsibilities to other
25 school personnel at his/her discretion to facilitate implementation of this policy.

26
27 All personnel records made or kept by an employer, including, but not necessarily limited to,
28 application forms and other records related to hiring, promotion, demotion, transfer, layoff or
29 termination, rates of pay or other terms of compensation and selection for training or
30 apprenticeship, shall be preserved for 2 years from the date the record is made or from the date
31 of the personnel action involved, whichever occurs later.

32
33 Student records must be permanently kept, and employment records must be kept for 10 years
34 after termination.

35
36 Litigation Holds for Electronic Stored Information (ESI)

37
38 The School District will have an ESI Team. The ESI Team is a designated group of individuals
39 who implement and monitor litigation holds, a directive not to destroy ESI that might be relevant
40 to a pending or imminent legal proceeding. The ESI Team will include a designated school
41 administrator, an attorney, and a member from the Technology Department. In the case of a
42 litigation hold, the ESI Team shall direct employees and the Technology Department, as
43 necessary, to suspend the normal retention procedure for all related records.

Inspections of ESI

Any requests for ESI records should be made in writing and will be reviewed by the Superintendent or designee, in consultation with an attorney if needed, and released in accordance with Montana public records law.

Delegated Authority

The Board delegates to the Superintendent or designees the right to implement and enforce additional procedures or directives relating to ESI retention consistent with this policy, as needed.

Information Security Breach

Information security breaches shall be handled in accordance with 30-14-1704, MCA, Computer Security Breach, including, but not limited to, investigations and notifications.

Cross Reference:	1402	School Board Use of Electronic Mail
	3600, 3600P	Student Records
	5231, 5231P	Personnel Records
	5450	Employee Electronic Mail and On-Line Services Usage

Legal Reference:	Montana Secretary of State (Rules for Disposition of Local Government Records)
	Federal Rules of Civil Procedure (FRCP)
	§ 20-1-212, MCA Destruction of records by school officer
	§ 20-9-215, MCA Destruction of certain financial records
	24.9.805 (4), ARM Employment Records
	§ 30-14-1704, MCA Computer Breach Security

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8440

4
5 Computer Software

6
7 Unauthorized copying of any computer software licensed or protected by copyright is theft.
8 Failure to observe software copyrights and/or license agreements may result in disciplinary
9 action by the District and/or legal action by a copyright owner.

10
11 No District-owned computing resources should be used for unauthorized commercial purposes.
12
13
14

15 Policy History:

16 Adopted on:

17 Reviewed on:

18 Revised on:

1 _____ School District

2
3 **NONINSTRUCTIONAL OPERATIONS**

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page 1 of 2

4
5 Automated External Defibrillators (AED)

6
7 The Board of Trustees of the _____ School District recognizes that from time to time
8 emergencies may arise that justify the use of an Automated External Defibrillator (AED). The
9 Board has purchased one or more of these units for use by qualified personnel. The Board of
10 Trustees approves the use of AED units, subject to the following conditions:

- 11
12 1. Establish a program for the use of an AED that includes a written plan that must specify:
- 13 • Where the AED will be placed;
 - 14 • The individuals who are authorized to operate the AED;
 - 15 • How AED use will be coordinated with an emergency medical service providing
 - 16 services in the area where the AED is located;
 - 17 • The medical supervision that will be provided;
 - 18 • The maintenance that will be performed on the AED;
 - 19 • Records that will be kept by the program;
 - 20 • Reports that will be made of AED use;
 - 21 • The name, location, and telephone number of a Medical Supervisor designated to
 - 22 provide medical supervision of the AED program; and
 - 23 • Other matters as specified by the Department of Public Health and Human
 - 24 Services;
- 25 2. Adhere to the written plan required by subsection (1);
- 26 3. Ensure that before using the AED, an individual authorized to operate the AED receives
- 27 appropriate training approved by the DPHHS in cardiopulmonary resuscitation and the
- 28 proper use of an AED;
- 29 4. Maintain, test, and operate the AED according to the manufacturer's guidelines and
- 30 maintain written records of all maintenance and testing performed on the AED;
- 31 5. Each time an AED is used for an individual in cardiac arrest, require that an emergency
- 32 medical service is summoned to provide assistance as soon as possible and that the AED
- 33 use is reported to the supervising physician or the person designated by the physician and
- 34 to the District as required by the written plan;
- 35 6. Before allowing any use of an AED, provide the following to all licensed emergency
- 36 services and any public safety answering point or emergency dispatch center providing
- 37 services to the area where the AED is located:
- 38 a. A copy of the plan prepared pursuant to this section; and
 - 39 b. Written notice, in a format prescribed by the DPHHS rules, stating:
 - 40 i. That an AED program has been established by the District;
 - 41 ii. Where the AED is located; and
 - 42 iii. How the use of the AED is to be coordinated with the local
 - 43 emergency medical service system.
- 44
45
46

Liability Limitations

An individual who provides emergency care or treatment by using an AED in compliance with this policy and an individual providing cardiopulmonary resuscitation to an individual upon whom an AED is or may be used are immune from civil liability for a personal injury that results from that care or treatment.

An individual who provides emergency care or treatment by using an AED in compliance with this policy and an individual providing cardiopulmonary resuscitation to an individual upon whom an AED is or may be used are immune from civil liability as a result of any act or failure to act in providing or arranging further medical treatment for the individual upon whom the AED was used, unless the individual using the AED or the person providing CPR, as applicable, acts with gross negligence or with willful or wanton disregard for the care of the person upon whom the AED is or may be used.

The following individuals or entities are immune from civil liability for any personal injury that results from an act or omission that does not amount to willful or wanton misconduct or gross negligence, if applicable provisions of this part have been met by the individual or entity:

- a. A person providing medical oversight of the AED program, as designated in the plan;
- b. The entity responsible for the AED program, as designated in the plan;
- c. An individual providing training to others on the use of an AED.

Legal Reference:	Title 37, Chapter 104, subchapter 6, ARM – Automated External Defibrillators (AED)
	§50-6-501, MCA Definitions
	§50-6-502, MCA AED program – requirements for AED use
	§50-6-503, MCA Rulemaking
	§50-6-505, MCA Liability limitations

Policy History:

Adopted on:

Reviewed on:

Revised on:

_____ **SCHOOL DISTRICT**

**AUTOMATIC EXTERNAL DEFIBRILLATOR
INCIDENT REPORT**

Name of person completing report: _____

Date report is being completed: _____ Date of Incident: _____

Name of patient on which AED was applied: _____ Age _____

Known status of patient

- ☐ Student
- ☐ Parent of Student
- ☐ Other, explain _____

Describe incident: _____

List series of events from the start of the emergency until its conclusion: _____

Your Signature: _____

Please forward to the Superintendent of Schools no later than forty-eight (48) hours after the incident.

Operational Services

Exhibit - School Staff AED Notification Letter

On District letterhead

Date:

To: Staff members

Re: Notification to School Staff of the Physical Fitness Facility Medical Emergency Response Instructions and AED Availability

We would like to notify you about our plan for responding to medical emergencies that might occur in our gymnasium or other indoor physical fitness facility. This plan includes access to an Automatic External Defibrillator (AED) in the following locations in these buildings:

Building	Location
_____	_____
_____	_____
_____	_____

The AEDs are strategically placed and readily accessible to predetermined AED users to maximize rapid use. The AED is available during school hours and after school during on-site school activities. The predetermined AED users are school nurses and any other person who has received AED training (American Heart Association, American Red Cross, or equivalent training) and has a completion card on file with the Superintendent.

The following information is posted with each AED:

1. Instructions to immediately call 9-1-1 and instructions for emergency care.
2. A statement that the AED is to be used only by trained users.
3. Instructions for using an AED.

Please contact me if you would like information on becoming a trained AED user. We appreciate your support.

Sincerely,

Superintendent

_____ **SCHOOL DISTRICT**
_____, **Montana**

**AUTOMATIC EXTERNAL DEFIBRILLATOR
SERVICE LOG**

Date	Inspected and In-Service	Inspected and Out-of-Service	Signature of Designee

Once per month or more often the designee will inspect the AED. If the AED is out-of-service or does not have the appropriate equipment, the designee will contact the Superintendent of Schools or designee immediately.

5
6 Naming School District Facilities

7
8 Recognizing that the name for a school building, facility, or ground or field reflects on its public
9 image, the Board's primary consideration will be to select a name that enhances the credibility
10 and stature of the school or facility. In selecting a name, the Board will give higher preference to
11 names that have a special significance to the area or to the people who have made a significant
12 contribution to education or to the school or the school system.

13
14 The naming of a school or facility shall take place in the following manner:

- 15
16 A. The Superintendent shall select a committee of, whose purpose it shall be to submit to the
17 Board a list of not less than three, nor more than five, names for the new school or
18 facility. The list shall briefly state, along with each name, why the committee nominated
19 each name. The committee may solicit nominations from students and the community.
- 20 B. The committee shall, whenever possible, follow these guidelines:
- 21 a. Each name shall be known to, and significant to, the people of the district.
 - 22 b. The names submitted shall not conflict with the names of other schools or
 - 23 facilities in the district or surrounding districts.
 - 24 c. The use of names of living persons shall be avoided unless the circumstances
 - 25 warrant an exception.
- 26 C. Major facilities (non-buildings), such as athletic complexes, are eligible to be named
- 27 according to the following guidelines:
- 28 a. The name should be easily identifiable with the facility;
 - 29 b. The name should not conflict with similar names of other facilities within the
 - 30 district or surrounding school districts; and
 - 31 c. In selecting a name of a person, the Board will give higher preference to persons
 - 32 who have made a significant contribution to education within the district.
- 33 D. The Board shall make the final selection of the new school or facility from the list. All
- 34 names submitted may be rejected, if, in the opinion of the Board, the use of the name
- 35 would not reflect the ideals and philosophy of the school district.
- 36 E. In recognition of the efforts of those involved in the project, a plaque containing the
- 37 following information shall be attached to a new building or facility:
- 38 a. School or facility name;
 - 39 b. Board-approved construction date;
 - 40 c. Completion or dedication date;
 - 41 d. Name of Board members as of the board-approved construction date in the
 - 42 following order:
 - 43 i. Chairman
 - 44 ii. Vice-Chairman
 - 45 iii. Members (alphabetically)
 - 46 e. Superintendent as of board-approved construction date; and

f. Architect and contractor names.

F. Once a building or facility has been named, that name will remain with the building or facility unless changed by the Board.

Policy History:

Adopted on:

Reviewed on:

Revised on:

4
5
6 School Siting

7
8 It is the policy of [*insert name of school board or district*] (District) that school siting
9 determinations will support the overall needs of students, their families, and the broader
10 community, including the ability of students to easily walk or bicycle to school. “School siting
11 determinations” include decisions about new school locations, about maintaining, renovating, or
12 expanding existing schools, and about closing or consolidating existing schools.

13
14 The District acknowledges the importance of schools’ locations for the entire community: their
15 ability to serve as centers of the community, as landmarks or historic sites, as anchors for
16 neighborhoods, and as emergency centers. Locating schools near residential neighborhoods and
17 in central locations has important benefits for students’ health, allowing students to use school
18 grounds for play and physical activity when school is not in session, enabling students to walk or
19 bicycle to school, and making it possible for families to be more easily involved in school
20 activities.

21
22 In making school siting determinations, District will strive to:

- 23
24 1. Work toward meaningful coordinated planning with [local government/s].
25 2. Engage in long-term planning, based on data regarding current and projected future
26 student enrollment, demographics, residential density of children in new and existing
27 development, anticipated development, student transportation costs and trends, and so on.
28 Provide a substantial role for public input into short- and long-term school facilities
29 planning in order to ensure community buy-in and achieve better results.
30 3. Consider co-location of facilities (e.g. libraries, gymnasiums, parks, exercise fields, etc.)
31 for use both by students and by the larger community, either by locating facilities near to
32 each other, or through more formal intergovernmental contracts or joint use agreements
33 spelling out how use and responsibility will be shared.
34 4. Consider renovating existing facilities before building new, especially where historic
35 facilities are in question.
36 5. Provide schools in locations that allow students to walk or bicycle to school safely and
37 conveniently and provide the community with easy access to school facilities.
38 6. Provide schools in locations serving a student body that represents the racial, ethnic, and
39 socioeconomic diversity of District’s students and families.
40 7. Design school attendance zones and school assignment policies to support walkability
41 and diversity.
42 8. Consider all health impacts of proposed sites (either through a health impact assessment
43 (HIA) or another method of methodically analyzing health impacts), including the
44 location’s supportiveness and safety for physical activity; past or present toxic
45 contamination of site or nearby areas; nearby sources of pollution or toxic contaminants,
46

such as highways, industrial facilities, or pesticide applications; air pollution levels and asthma; and so on.

9. Consider equity of school facilities to avoid providing some students with an inferior learning environment to that provided to others. Take steps to ensure that inequitable facilities do not disproportionately house students of color and low-income students. Evaluate impact of school siting determinations on students and communities from an equity standpoint, including where the burden of lengthy school transportation journeys is placed. Consider facility and transportation equity for students and families with disabilities.
10. Support Safe Routes to School encouragement and education programs in schools as well as infrastructure projects to improve safety of school routes:
 - Work with local government to ensure that the areas surrounding schools allow students to safely travel to school through different modes of transportation.
 - To protect children from vehicle injuries, prioritize safe access for children who are bicycling or walking (including those walking after drop offs from cars or buses) over vehicle access.
 - Ensure that site design safely accommodates students arriving and departing by all modes of transportation, including walking, bicycling, public transportation, school bus, and private vehicles.

Long-Term Coordinated Planning

The District shall engage in long-term facilities planning by creating and [regularly/annually/ every five years] updating a [School Facilities Plan], setting out an overall [5/10/20] year plan for school facilities. The School Facilities Plan shall include an assessment of enrollment capacity, an analysis of community growth and change factors, and an inventory of facilities and assessment of their condition, utilization, and adequacy. [District shall also establish a capital improvement program and a facilities maintenance plan.] The School Facilities Plan shall draw on the considerations and factors set forth in this policy, as well as those set out in Board Policy []: School Siting Determinations, to plan and project regarding future site renovations, closures, and new locations.

The District shall base its short and long-term facilities planning on data regarding current student enrollment and projected long-term future student enrollment, demographics, residential density, and other relevant factors. The District shall [annually] obtain and assess such data.

Student enrollment projections shall be based on:

- Estimates based on the population of children aged zero to five
- Current student enrollment and registration figures
- Local government growth projections, as well as proposed or adopted changes in planning or zoning
- Current and planned residential development projects

- Other relevant factors that may affect the number of children within District boundaries and attending District schools.

The District shall [annually] compile maps that show the residential density of current and future students, with particular attention to the density of students within half a mile, one mile, and two miles of existing and proposed school sites. The District shall also compile maps that overlay or show the distribution of students by racial, ethnic, and socioeconomic group.

The District shall regularly coordinate with [the planning department/s of local jurisdiction/s] (“[Planning Department/s]”) through regular meetings and assigned staff liaisons. The District shall provide [Planning Department/s] with District’s projections regarding changes in student population numbers and District’s long-term and short-term plans for facilities. The District shall seek to [annually] obtain from [Planning Department/s] information about anticipated residential development or other factors that may affect student population.

The District shall seek to work with [Planning Department/s] to identify opportunities for possible joint use or co-location of city and school facilities. The District shall seek to coordinate District’s long-term planning with [jurisdiction/s]’s [long-term planning/comprehensive planning] process, with the goal of ensuring that school siting determinations contribute to the livability, sustainability, and health of the community, as well as ensuring that [jurisdiction/s]’s zoning, development, and street design decisions contribute to making it safe and healthy for students to travel to school and learn and grow there.

The District shall also encourage [Planning Department/s] to engage in comprehensive planning, master planning, zoning amendments, and development approvals that support increased residential racial, ethnic, and socioeconomic integration, particularly near schools. The District shall encourage [Planning Department/s] to prioritize development projects that yield denser multi-income housing near schools, particularly where likely to increase residential integration.

The District shall encourage [local jurisdiction/s] to review or revise subdivision codes and regulations to ensure that residential neighborhoods provide safe pedestrian and bicycling access to schools as well as connectivity to schools and other important destinations.

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8500P

4
5 School Siting Procedures

6
7 The District shall establish a [process/procedure] to follow for school siting determinations, to include the
8 following components:
9

- 10 1. The Board shall establish a school siting committee (Committee) that is responsible for making
11 recommendations to District regarding a given school siting determination. The committee shall
12 include representatives of District, local elected officials and staff of [appropriate jurisdictions]
13 [from the departments or agencies including planning, public works, parks, transportation,
14 housing, community services, and _____], parents, and school staff. Other members may
15 include: community members; public health, housing, and community development
16 organizations; groups focused on active transportation, smart growth, and education;
17 environmental advocacy and environmental and social justice groups; local trade/building
18 associations, and other community stakeholders.
- 19 2. The Committee shall review the School Facilities Plan and assess how the plan accords with the
20 current issues and the decision in question.
- 21 3. The Committee shall obtain and analyze all relevant data and geospatial mapping regarding
22 projected enrollment, student residential density and demographics, and educational needs, and
23 should consider them in relation to potential sites and options. The committee should assess the
24 effect of different sites or options on walkability, bikability, and diversity, as well as other
25 factors.
- 26 4. The Committee shall assess all potential sites and options via the criteria laid out in Board Policy
27 []: School Siting Determinations. Assessment of potential sites should include an
28 environmental review, a walk around the site and neighborhood to evaluate safety of travel routes
29 and other factors, and a methodical assessment of the benefits and drawbacks of each site and
30 option.
31
- 32 5. The Committee or District personnel shall conduct a health impact assessment or otherwise assess
33 community and health impacts when making siting determinations, particularly when considering
34 the closure of a school. The assessment should evaluate likely effects on educational programs,
35 health, other impacts on students, teachers, and families, effect on neighborhood, property values,
36 businesses, community, and other governmental agencies.
37
- 38 6. The Committee shall provide significant opportunities for public participation at all stages of the
39 process, including forums or comment periods held both before and after recommendations are
40 developed, design review, and public positions on relevant committees.
41
- 42 7. The Committee shall make a recommendation to the School Board that is consistent with Board
43 Policy []: School Siting Determinations.
44

45
46 Policy History:

47 Adopted on:

48 Reviewed on:

49 Revised on:

4
5
6 School Siting Determinations, Designs, Attendance Zones and Assignments

7
8 The District recognizes that it is necessary to balance numerous complex issues in making
9 determinations regarding the location of school educational facilities, including factors such as:
10 the suitability of possible sites for educational needs in question; costs (for land, rehabilitation,
11 reimbursement rates, construction, transportation, and more); ease of obtaining land; proximity
12 of sites to students' residences; ability to coordinate with local jurisdictions to share facilities and
13 resources; safety of sites for student health in terms of potential exposure of students to toxics
14 and other dangerous substances; safety from natural hazards [such as flooding, earthquakes, etc];
15 site conditions and topography [; as well as _____].

16
17 In making school siting determinations (which, as noted above, include selecting new sites,
18 renovating or rebuilding on existing sites, and closing existing schools), the District shall give
19 high priority to locations that:

- 20
21 • Are walkable and bikable and have access to public transportation: A walkable and
22 bikable site is one for which [50]% of the assigned student population lives within a [1/2]
23 mile travel distance of the school. In evaluating travel distance, consider natural or
24 artificial barriers to convenient access, such as highways, streams, railroad tracks, or the
25 like, that may make actual distance traveled further than direct distance.
26
27 • Have safe routes: A site with safe routes has a surrounding neighborhood or area with
28 safe and convenient facilities for walking and bicycling to school. Safe routes for
29 walking require continuous sidewalks, frequent safe street crossings, and few or no wide
30 streets where vehicles exceed 35 mph to cross or travel along. Safe routes for bicycling
31 require bike paths, bike lanes, or narrow streets with low traffic volume and low speeds.
32 The District will seek to avoid locating schools near highways, railroad tracks, or other
33 barriers that significantly impede safe travel.
34
35 • Support racial, ethnic, and socioeconomic diversity: The District shall also prioritize sites
36 that support student racial, ethnic, and socioeconomic diversity through proximity to one
37 or more residential areas that cumulatively reflect the diversity of the larger community.
38
39 • Are near other community resources: The District shall prioritize sites that are within
40 walking distance of community resources of value for students, such as libraries,
41 museums, police or fire stations, athletic facilities, and parks, as well as locations such as
42 senior centers that might benefit from joint use of school facilities. [District shall also
43 prioritize sites that are near public transportation and have existing access to adequate
44 roads, utilities, and other infrastructure.]
45
46

- Will not pose significant risk of exposure to environmental contaminants: The District shall avoid sites that pose a significant risk that students or staff may be exposed to environmental contaminants from nearby or on-site sources.

The District shall develop [administrative regulations/procedures] that set forth a system for comparing potential sites by weighing relevant factors, with an emphasis on the factors noted above.

In comparing and assessing the cost of school siting options, the District will consider the full range of costs of each choice, including the cost of land acquisition, construction, renovation, equipment and furnishings, demolition or mothballing of closed schools, student transportation for school system and for families, financing fees, infrastructure such as new sewers, roads, and utilities, and other life cycle costs. The District shall also consider effects of each option on property values. For each option, the District will assess both the total cost and the portion of the total cost that would be incurred by the District.

[Insofar as possible while complying with state law,] the District will not exercise a preference for new construction over renovation of existing schools. Instead, the District will consider renovating existing facilities before building new, especially where existing facilities have historic or architectural value. Prior to deciding to construct a new school or replace an existing school with a new school, the District will compare the costs and benefits of renovating versus new construction, from a financial, health, and community perspective.

[Insofar as possible while complying with state law,] the District shall make determinations regarding whether a site provides sufficient acreage for a given need based upon an evaluation of the context and flexible design approaches, rather than through adherence to fixed minimum acreage guidelines. The District shall consider obtaining space for recreation and sports facilities through co-location with parks or other facilities. The District shall consider creating smaller building footprints by building multistory buildings.

[Insofar as possible while complying with state law,] the District will not abide by a fixed minimum number of students per school, but will consider all factors flexibly in determining preferred school size.

Site Design

In constructing a school or in renovating an existing school, the District shall design and construct the site to accommodate the safety and convenience of students, including students with disabilities, in arriving and departing by different modes of transportation, including walking, bicycling, public transportation, school bus, and private vehicles. Site design shall minimize conflicts between pedestrians, bicycles, school buses, and private vehicles, and shall provide safe crossings.

The District will ensure that new and renovated sites have ample bicycle parking and will seek to provide and upgrade bicycle parking at existing schools. To the extent possible, bicycle parking shall be (a) centrally located, for convenient access by students and to provide visual protection from attack, theft, or vandalism, and (b) protected from the elements. The District will ensure that there is a practical route for bicycles through the school campus. If free or subsidized parking for motor vehicles is provided for staff, the District shall provide generally equivalent benefits to staff who use other means of transport to travel to school. [The District shall limit the provision of free and low-cost motor vehicle parking for students.]

The District shall support Safe Routes to School programs and events encouraging students to walk and bicycle to school.

The District will design entrances and exits to site to facilitate convenient access for pedestrians and bicyclists, while protecting safety of students during the school day. The District will [seek to] avoid having entrances and exits on arterials, particularly for elementary schools. The District will seek to integrate schools into the community by providing a number of access points to school grounds from the surrounding neighborhood and by encouraging use of trails, bike paths, and sidewalks to connect neighborhoods to school.

For areas outside of the District's jurisdiction, the District will work with [the appropriate local jurisdiction/s] to improve safety of walking and bicycling routes to school, as well as to separate modes, calm traffic, and ensure safe crossings in the immediate vicinity of the school. As set forth in Board Policy []: Long-Term Coordinated Planning, the District will also work with [local jurisdiction/s] to ensure that new and existing neighborhoods provide direct access to schools and to revise subdivision codes to encourage connectivity and pedestrian and bicycle friendly design.

Attendance Zones & Assignment

In engaging in school siting determinations, the District shall evaluate existing attendance zones and assignment policies with the goal of creating schools that are walkable and bikable and also reflect the racial, ethnic, and socioeconomic diversity of the District's community.

The District shall [consider implementing the following recommendations]:

- As far as possible without compromising the racial, ethnic, and economic representativeness of schools, assign students to schools by neighborhood attendance zones.
- Draw attendance zones to maximize diversity and walkability within each zone, by reference to neighborhood demographics.
- Consider limiting school choice or magnet programs. Design these programs to support and enhance diversity, and to minimize negative effects on walkability.

Consider establishing neighborhood preferences for these and charter school programs.

- As necessary, provide busing to support racial, ethnic, and socioeconomic diversity.

Every [5/10] years, or as needed, the District will reevaluate attendance zones and assignment policies and will propose revisions in light of new demographics, land use patterns, school sites, attendance patterns, or other circumstances.

Policy History:

Adopted on:

Reviewed on:

Revised on:

4
5 Construction and Repairs

6
7 Before commencing new school construction or repairs, the District shall submit plans for
8 construction of a new school or an addition to or an alteration of an existing school to the local
9 building code inspector or authority and DPHHS or the local health authority for review and
10 approval. Plans shall include the following where applicable:
11

- 12 (a) Location and detail of classrooms used for science or science laboratories, -consumer
13 science, art classrooms, art supply rooms, mechanic/carpentry, and industrial arts,
14 including location and ventilation detail of lockable storage area of chemicals and
15 other hazardous products;
- 16 (b) Location and detail of janitorial facilities;
- 17 (c) Specifications for the sewage treatment and disposal system to serve the school unless
18 previously approved;
- 19 (d) Specifications for the water supply to serve the school unless previously approved;
- 20 (e) Locations for all emergency eyewash and shower stations, which shall
21 meet the American National Standard for Emergency Eyewash and Shower
22 Equipment;
- 23 (f) Location and detail of laundry facilities including description of equipment
24 and a flow chart indicating the route of laundry through sorting, washing,
25 drying, ironing, folding, and storage;
- 26 (g) Specifications for the final finishes of floors, walls and ceilings in toilet,
27 locker and shower rooms, laundries, and janitorial closets;
- 28 (h) Statement from the designer of the facilities that lighting capable of meeting the
29 minimum requirements of ARM 37.111.830 will be provided;
- 30 (i) Location and detail of the solid waste storage facilities;
- 31 (j) name of DEQ-approved sanitary landfill which will receive solid waste from the
32 school;
- 33 (k) Specifications for a food service to serve the school unless the food service has
34 been previously approved by the DPHHS and/or local health authority;
- 35 (l) Any other information requested by the DPHHS or local health authority
36 relating to the health, sanitation, safety, and physical well-being of the teachers,
37 staff, and students;
- 38 (m) Specifications for any new or modified playground equipment, which shall comply with
39 the standards of the United States Consumer Product Safety Commission's 2010
40 Handbook for Public Playground Safety and the requirements of the 2010 ADA
41 Standards for Accessible Design;
- 42 (n) Specifications for any new or modified air intakes;
- 43 (o) Specifications for any radon-resistant technique used in the building process;
- 44 (p) Documentation reflecting how the topography of the site will permit good drainage
45 of surface water away from the school building to eliminate significant areas of
46 standing water and infiltration of surface water into the school building;
- 47 (q) Specifications showing all chemical storage areas in new construction will be
48 constructed to maintain negative air pressure to eliminate contamination of the
49 school's indoor air quality by being vented to the outside of the building;

- (r) Specifications showing gas supply lines serving science laboratories, consumer science, industrial arts, and other rooms utilizing multiple outlets will have a master shut-off valve that is readily accessible to the instructor or instructors-in-charge without leaving the classroom or storage area;
- (s) Specifications showing industrial arts classrooms or buildings and other rooms using electrically will operated instruction equipment which presents a significant safety hazard to the student utilizing such equipment shall be supplied with a master electric switch readily accessible to the instructor or instructors-in-charge without leaving the classroom or storage area.
- (t) Specifications showing that janitorial storage spaces will be lockable, have sufficient storage are for equipment and chemicals; and be vented to the outside of the building.
- (u) Specifications showing that hot and cold water shall be provided to handwashing sinks and shower facilities. Hot water shall not be below 100° F nor exceed a temperature of 120° F.
- (v) Documentation showing DPHHS the use of radon prevention strategies in new construction.

The District shall not commence construction until all plans required by this policy been approved by the local building code inspector or authority and DPPHS or the local health authority. Construction shall be in accordance with the plans as approved unless permission is granted in writing by the local building code inspector or authority and DPHHS or the local health authority to make changes.

Change of Use in Existing Building

The District shall not use an existing building not currently utilized as a school without the prior approval of the DPHHS or the local health authority. The District shall comply with this policy when modifying a building in order to be utilized as a school.

The District is authorized to use of modular or mobile buildings in response to temporary or permanent closure of the existing school facility, segments thereof, or classroom overflow when plans are submitted and approved by DPHHS or the local health authority.

Contractor Assurance

No contract shall be let to any contractor who is not licensed or registered as required by the laws of this state. Nor shall a contractor be granted a contract unless a statement is submitted and sworn to which states that the contractor is in compliance with the state laws relating to prevailing wage, non-collusion, and residence requirements for public works and with state and federal laws relating to non-discrimination in hiring. A statement to this effect must be a part of every appropriate contract.

No contract shall be let to any contractor if the provision conflicts with the provisions of § 20-9-204.

Contractor Surety Bonds and Insurance

A bid bond must accompany each contractor's bid or other security authorized by state law in the amount of at least ten (10) percent of the total bid amount, excluding taxes. Any bid, which is not successful, shall entitle the bidder to a refund of its security or bond. The successful bidder shall have his/her bond or security retained until such a time as it is determined that the bidder shall complete the contract. All bids received shall specify whether the District or the contractor shall carry fire, liability, or other insurance during construction.

The successful bidder is required to execute and deliver to the Board a good and sufficient performance bond with two (2) or more sureties or a licensed surety company which shall state that the contractor shall execute and faithfully perform the provisions of the contract and shall pay all subcontractors and materialmen as required by law.

Architect and Engineering Services

The Superintendent shall invite architects and/or engineers to express interest in performing such necessary planning services for the District. Advertising shall be designed to reach a wide geographical area to help ensure gender and minority applicant consideration.

Interested firms will be requested to submit a state of qualifications and performance data to enable the Board to determine which architectural or engineering firm will best serve the needs of the District. Criteria for selection of a firm shall include, but not be limited to, quality and breadth of staff, design of similar projects, production capability, supervision and quality control, relationship with clients, cost estimates and budget control.

The Superintendent is directed to establish necessary procedures to solicit and screen qualified engineers and architects. The Superintendent shall recommend one or more firms to the Board for its consideration. The Board and the successful architectural or engineering firm shall enter into a contract for the necessary services. In the event the Board and the selected firm are unable to negotiate a fair and reasonable fee, the trustees may select another firm provided reasonable public notice of the selection is given.

Educational Specifications

Facilities shall be designed to accommodate the educational and instructional needs of the District. The professional experience and judgment of staff shall be solicited in developing such educational specifications. The law requires that special attention be given to accessibility to the education program by students of both genders and those with disabilities. The Superintendent shall see that all construction projects comply with the requirements for accessibility for individuals with disabilities and comparability and equity between the genders. The architect shall be responsible for ensuring compliance with state and federal laws including access for individuals with disabilities and requirements for gender comparability and equity.

When the Board considers major remodeling or building a facility, it shall endeavor to seek facility expertise in all affected program areas as well as comments from faculty, students, and community.

Legal Reference:	§ 2-2-303, MCA	Agreements to appoint relative to office
	§ 18-2-402, MCA	Standard prevailing rate of wages
	§ 18-2-430, MCA	Preference of Montana labor in public works - wages
	§ 18-2-404, MCA	Approval of contract – bond
	§ 18-2-201, MCA, et seq	Performance, Labor, and Material bonds
	§ 20-9-204, MCA	Conflicts of interest, letting contracts and calling for bids
	§50-1-206, MCA	Regulation in schools on matters of health
	§20-6-631, MCA	When contracts for architectural services required
	§20-6-633, MCA	Hiring for architectural services authorized
	37.111.804, ARM	Preconstruction Review
	37.111.805, ARM	Existing Building – Change of Use
	10.55.701(s), ARM	Board of Trustees
	10.55.701(l), ARM	Board of Trustees

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8550

4
5 Cyber Incident Response

6
7 A cyber incident is a violation or imminent threat of violation of computer security policies,
8 acceptable use policies, or standard computer security practices. An incident response capability
9 is necessary for rapidly detecting incidents, minimizing loss and destruction, mitigating the
10 weaknesses that were exploited, and restoring computing services.

11
12 The School District is prepared to respond to cyber security incidents, to protect District systems
13 and data, and prevent disruption of educational and related services by providing the required
14 controls for incident handling, reporting, and monitoring, as well as incident response training,
15 testing, and assistance.

16
17 Responsibilities of Specific Staff Members

18
19 Individual Information Technology User:

20 All users of District computing resources shall honor District policy and be aware of what
21 constitutes a cyber security incident and shall understand incident reporting procedures.

22
23 District Information Technology Director

24 Provide incident response support resources that offer advice and assistance with handling and
25 reporting of security incidents for users of School District information systems. Incident
26 response support resources may include but is not limited to: School District information
27 technology staff, a response team outlined in this policy, and access to forensics services.

28
29 Establish a Cyber Security Incident Response Team (CSIRT) to ensure appropriate response to
30 cyber security incidents. The CSIRT shall consist of _____. CSIRT responsibilities shall
31 be defined in the School District position descriptions.

32
33 District Superintendent:

34 Develop organization and system-level cyber security incident response procedures to ensure
35 management and key personnel are notified of cyber security incidents as required.

36
37 Procedures

38
39 Designated officials within the District shall review and approve incident response plans and
40 procedures at least annually. The incident response plans and/or procedures shall:

- 41
42
- 43 • Provide the District with a roadmap for implementing its incident response
44 capability
 - 45 • Describe the structure and organization of the incident response capability
 - 46 • Provide a high-level approach for how the incident response capability fits into
the overall organization

- Meet the unique requirements of the District, which relate to mission, size, structure, and functions
- Define reportable incidents
- Provide metrics for measuring the incident response capability within the organization
- Define the resources and management support needed to effectively maintain and mature an incident response capability

Upon completion of the latest incident response plan, designated officials shall:

- Distribute copies of the incident response plan/procedures to incident response personnel.
- Communicate incident response plan/procedure changes to incident response personnel and other organizational elements as needed.
- Provide incident response training to information system users consistent with assigned roles and responsibilities before authorizing access to the information system or performing assigned duties, when required by information system changes; and annually thereafter.
- Test the incident response capability for the information systems they support at least annually to determine effectiveness.
- Track and document information system security incidents.
- Promptly report cyber security incident information to appropriate authorities in accordance with reporting procedures.

Policy History:

Adopted on:

Reviewed on:

Revised on: