

# \_\_\_\_\_ ELEMENTARY SCHOOL DISTRICT

## POLICY MANUAL

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**ELEMENTARY**

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**R = REQUIRED**

**REC = RECOMMENDED**

**OP = OPTIONAL**

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\_\_\_\_\_ **ELEMENTARY**

**R = required**

**1000 SERIES  
THE BOARD OF TRUSTEES**

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1 \_\_\_\_\_ Elementary

2  
3 **THE BOARD OF TRUSTEES**

1000

4  
5 Legal Status and Operation

6  
7 The legal name of this District is \_\_\_\_\_ Elementary School District,  
8 \_\_\_\_\_ County, State of Montana. The District is classified as a class 3 district and  
9 is operated according to the laws and administrative rules pertaining to a class 3 district.

10  
11 The Board of Trustees of \_\_\_\_\_ Elementary, District No. \_\_\_\_ is the governmental  
12 entity established by the state of Montana to plan and direct all aspects of the District's  
13 operations, to the end that students shall have ample opportunity to achieve their individual and  
14 collective learning potentials.

15  
16 Policies of the Board define its organization and the manner of conducting its official business.  
17 The operating policies of the Board are those that it adopts from time to time to facilitate the  
18 performance of its responsibilities.

19  
20 To achieve its primary goal of providing each child with the necessary skills and attitudes to  
21 become an effective citizen, the Board shall exercise the full authority granted to it by the laws of  
22 the state. Its legal powers, duties, and responsibilities are derived from the Montana Constitution  
23 and state statutes and regulations. *School Laws of Montana* and the administrative rules of the  
24 Board of Public Education and the Office of Superintendent of Public Instruction delineate the  
25 legal powers, duties, and responsibilities of the Board.

26  
27  
28 Legal Reference:        § 20-3-323, MCA        District policy and record of acts  
29                                § 20-3-324, MCA        Powers and duties

30  
31 Policy History:

32 Adopted on:

33 Reviewed on:

34 Revised on:

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2  
3 **THE BOARD OF TRUSTEES**

1105

4  
5 Membership

6  
7 The District is governed by a Board of Trustees consisting of three (3) members. The powers  
8 and duties of the Board include the broad authority to adopt and enforce all policies necessary for  
9 the management, operations and governance of the District. Except as otherwise provided by  
10 law, trustees shall hold office for terms of three (3) years, or until their successors are elected and  
11 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 and nomination
23		§ 20-3-306, MCA	Conduct of election
24		§ 20-3-307, MCA	Qualification and oath
25		§ 20-3-341, MCA	Number of trustee positions in elementary districts 26 – transition
27		§ 20-3-344, MCA	Nomination of candidates by petition in first-class 28 elementary district
29		§ 20-3-351, MCA	Number of trustee positions in high school districts
30		§ 20-3-352, MCA	Request and determination of number of high 31 school district additional trustee positions – 32 nonvoting trustee
33		§ 20-3-361, MCA	Joint board of trustees organization and voting 34 membership

35

36 Policy History:

37 Adopted on:

38 Reviewed on:

39 Revised on:



2

3 **THE BOARD OF TRUSTEES**

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

20 Cross Reference: Policy 1113 Vacancies

21

22	Legal References:	§ 1-6-101, MCA	Officers who may administer oaths
23		§ 2-16-116, MCA	Power to administer oaths
24		§ 20-1-202, MCA	Oath of office
25		§ 20-3-307, MCA	Qualification and oath

26

27 Policy History:

28 Adopted on:

29 Reviewed on:

30 Revised on:

1 \_\_\_\_\_ **Elementary**

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

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

17

18 Policy History:

19 Adopted on:

20 Reviewed on:

21 Revised on:

1          **Elementary**

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 date stipulated in the letter if resignation 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 Cross Reference:     1240   Duties of Individual Trustees  
34                         1112   Resignations

35  
36 Legal References:   § 20-3-308, MCA     Vacancy of trustee position  
37                         § 20-3-309, MCA     Filling vacated trustee position – appointee  
38   qualification and term of office

39  
40 Policy History:

41 Adopted on:

42 Reviewed on:

43 Revised on:

1 \_\_\_\_\_ **Elementary**

2  
3 **THE BOARD OF TRUSTEES**

4  
5 Annual Organization Meeting

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

37 Legal References:	§ 20-3-321, MCA	Organization and officers
38	§ 20-3-322(a), MCA	Meetings and quorum
39	§ 1-5-416(1)(b), MCA	Powers and duties of Notary Public
40		

41 Policy History:

42 Adopted on:  
43 Reviewed on:  
44 Revised on:

1 \_\_\_\_\_ **Elementary**

2  
3 **THE BOARD OF TRUSTEES**

1210

4  
5 Qualifications, Terms, and Duties of Board Officers

6  
7 The Board officers are the Chairperson and Vice Chairperson. These officers are elected at the annual  
8 organizational meeting.

9  
10 Chairperson

11 The Chairperson may be any trustee of the board.

12  
13  
14 The duties of the Chairperson include the following:

- 15  
16 • Preside at all meetings and conduct meetings in the manner prescribed by the Board’s policies;  
17 • Make all Board committee appointments;  
18 • Sign all papers and documents as required by law and as authorized by action of the Board;  
19 • Close Board meetings as authorized by Montana law; and  
20

21 The Chairperson is permitted to participate in all Board meetings in a manner equal to all other Board  
22 members, including the right to participate in debate and to vote. The Chairperson may not make a  
23 motion, but may second motions.  
24

25 Vice Chairperson

26  
27 The Vice Chairperson shall preside at all Board meetings in the absence of the Chairperson and shall  
28 perform all the duties of the Chairperson during the Chairperson’s absence or unavailability. The Vice  
29 Chairperson shall work closely with the Chairperson and shall assume whatever duties the Chairperson  
30 may delegate.  
31

32	Cross Reference:	Policy 1120	Annual Organizational Meeting
33			
34	Legal References:	§ 2-3-203, MCA	Meetings of public agencies and certain
35			associations of public agencies to be open to
36			public – exceptions
37		§ 20-3-321(2), MCA	Organization and officers
38		§ 20-3-351(1)(a), MCA	Number of trustee positions in high school
39			districts
40		§ 20-3-352(2), MCA	Request and determination of number of high
41			school district additional trustee positions –
42			nonvoting trustee
43			
44			

45 Policy History:

46 Adopted on:

47 Reviewed on:

48 Revised on:

1 Elementary

2  
3 **THE BOARD OF TRUSTEES**

1230

4  
5 Clerk

6  
7 The Clerk of the Board shall attend all meetings of the Board, unless excused by the  
8 Chairperson, and shall keep an accurate and permanent record of all proceedings. The Clerk  
9 shall have custody of the records, books, and documents of the Board. In the absence or inability  
10 of the Clerk to attend a Board meeting, the trustees will have one (1) of their members or a  
11 District employee act as clerk for the meeting, and said person will supply the Clerk with a  
12 certified copy of the proceedings.

13  
14 The Clerk will keep accurate and detailed accounts of all receipts and disbursements made by the  
15 District. The Clerk shall draw and countersign all warrants for expenditures that have been  
16 approved by the Board.

17  
18 The Clerk will make the preparations legally required for the notice and conduct of all District  
19 elections.

20  
21 The Clerk shall prepare and submit to the Board a financial report of receipts and disbursements  
22 of all school funds on an annual basis, unless the Board requests such reports on a more frequent  
23 basis. The Clerk shall perform all functions pertaining to the preparation of school elections.  
24 The Clerk shall perform other duties as prescribed by state law or as directed by the Board.

25		
26		
27		
28	Legal references:	§ 20-3-321, MCA Organization and officers
29		§ 20-3-325, MCA Clerk of district
30		§ 20-4-201, MCA Employment of teachers and specialists by contract
31		§ 20-9-133, MCA Adoption and expenditure limitations of final
32		budget
33		§ 20-9-165, MCA Budget amendment limitation, preparation, and
34		adoption procedures
35		§ 20-9-221, MCA Procedure for issuance of warrants
36		§ 20-20-401(2), MCA Trustees' election duties – ballot certification
37		

38 Policy History:

39 Adopted on:

40 Reviewed on:

41 Revised on:

1        \_\_\_\_\_ **Elementary**

2  
3        **THE BOARD OF TRUSTEES**

1240

4  
5        Duties of Individual Trustees

6  
7        The authority of individual trustees is limited to participating in actions taken by the Board as a  
8        whole when legally in session. Trustees shall not assume responsibilities of administrators or  
9        other staff members. The Board or staff shall not be bound by an action taken or statement made  
10       by an individual trustee, except when such statement or action is pursuant to specific instructions  
11       and official action taken by the Board.

12  
13       Each trustee shall review the agenda and attendant materials in advance of a meeting and shall be  
14       prepared to participate in discussion and decision making for each agenda item. Each trustee  
15       shall visit every school at least once per year to examine its management, conditions, and needs.

16  
17       All trustees are obligated to attend Board meetings regularly. Whenever possible, a trustee shall  
18       give advance notice to the Chairperson, of the trustee's inability to attend a Board meeting. A  
19       majority of the Board may excuse a trustee's absence from a meeting if requested to do so.

20  
21       Board members, as individuals, have no authority over school affairs, except as provided by law  
22       or as authorized by the Board.

23  
24  
25  
26

27    Legal References:	§ 20-3-301, MCA	Election and term of office
28	§ 20-3-308, MCA	Vacancy of trustee position
29	§ 20-3-324(22), MCA	Powers and duties
30	§ 20-3-332, MCA	Personal immunity and liability of trustees

31

32        Policy History:

33        Adopted on:

34        Reviewed on:

35        Revised on:

1 \_\_\_\_\_ Elementary

2  
3 **THE BOARD OF TRUSTEES**

1310

4  
5 District Policy

6  
7 Adoption and Amendment of Policies

8  
9 Proposed new policies and proposed changes to existing policies shall be presented in writing for reading  
10 and discussion at a regular or special Board meeting. Interested parties may submit views, present data or  
11 arguments, orally or in writing, in support of or in opposition to proposed policy. Any written statement  
12 by a person, relative to a proposed policy or amendment, should be directed to the District Clerk prior to  
13 the final reading. The final vote for adoption shall take place not earlier than at the second (2<sup>nd</sup>) reading of  
14 the particular policy. New or revised policies that are required, or have required language changes based  
15 on State or Federal law, or are required changes by administrative rule, may be adopted after the first (1<sup>st</sup>)  
16 reading if sufficient notice has been given through the board agenda.

17  
18 All new or amended policies shall become effective on adoption, unless a specific effective date is stated  
19 in the motion for adoption.

20  
21 Policies, as adopted or amended, shall be made a part of the minutes of the meeting at which action was  
22 taken and also shall be included in the District’s policy manual. Policies of the District shall be reviewed  
23 annually by the Board.

24  
25 Policy Manuals

26  
27 The District Clerk shall develop and maintain a current policy manual which includes all policies of the  
28 District. Staff, students, and other residents shall have ready access to District policies. All policy  
29 manuals distributed to anyone shall remain the property of the District and shall be subject to recall at any  
30 time.

31  
32 Suspension of Policies

33  
34 Under circumstances that require waiver of a policy, the policy may be suspended by a majority vote of  
35 the trustees present. To suspend a policy, however, all trustees must have received written notice of the  
36 meeting, which includes the proposal to suspend a policy and an explanation of the purpose of such  
37 proposed suspension.

38  
39  
40 Legal References:           § 20-3-323, MCA           District policy and record of acts  
41                                   10.55.701, ARM           Board of Trustees

42  
43 Policy History:

44 Adopted on:  
45 Reviewed on:  
46 Revised on:



1 \_\_\_\_\_ **Elementary**

2  
3 **THE BOARD OF TRUSTEES**

1400  
page 1 of 2

4  
5 Board Meetings

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

12  
13 Regular Meetings

14  
15 Unless otherwise specified, all meetings will take place in the \_\_\_\_\_ School. Regular  
16 meetings shall take place at 7:00 p.m. on the second (2<sup>nd</sup>) Wednesday of each month, or at other  
17 times and places determined by a majority vote. Except for an unforeseen emergency, meetings  
18 must be held in school buildings or, upon the unanimous vote of the trustees, in a publicly  
19 accessible building located within the District. If regular meetings are scheduled at places other  
20 than as stated above or are adjourned to times other than the regular meeting time, notice of the  
21 meeting shall be made in the same manner as provided for special meetings. The trustees may  
22 meet outside the boundaries of the District for collaboration or cooperation on educational issues  
23 with other school boards, educational agencies, or cooperatives. Adequate notice of the meeting,  
24 as well as an agenda, must be provided to the public in advance. Decision making may only  
25 occur at a properly noticed meeting held within the District’s boundaries. When a meeting date  
26 falls on a school holiday, the meeting may take place the next business day.

27  
28 Emergency Meetings

29  
30 In the event of an emergency involving possible personal injury or property damage, the Board  
31 may meet immediately and take official action without prior notification.

32  
33 Budget Meetings

34  
35 Between July 1 and August 10 of each year, the Clerk shall publish a notice stating the date,  
36 time, and place trustees will meet for the purpose of considering and adopting a final budget for  
37 the District, stating that the meeting of the trustees may be continued from day to day until final  
38 adoption of a District budget and that any taxpayer in the District may appear at the meeting and  
39 be heard for or against any part of the budget. This notice shall be published in the newspaper of  
40 general circulation in the county where the school is located.

41  
42 On the date and at the time and place stated in the published notice (on or before August 20),  
43 trustees shall meet to consider all budget information and any attachments required by law. The  
44 meeting may continue from day to day; however, the Board must adopt a final budget not later  
45 than August 25.

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3  
4 Special Meetings  
5

6 Special meetings may be called by the Chairman or by any two (2) trustees. A written notice of  
7 a special meeting, stating the purpose of the meeting, shall be delivered to every trustee not less  
8 than forty-eight (48) hours before the time of the meeting, except that the forty-eight-(48)-hour  
9 notice is waived in an unforeseen emergency as stated in § 20-3-322(5), MCA. Such written  
10 notice shall be posted conspicuously within the District in a manner that will receive public  
11 attention. Written notice also shall be sent not less than twenty-four (24) hours prior to the  
12 meeting, to each newspaper and radio or television station that has filed a written request for  
13 such notices. **Business transacted at a special meeting will be limited to that stated in the  
14 notice of the meeting.**  
15

16 Closed Sessions  
17

18 Under Montana law, the Board may meet in closed sessions to consider matters of individual  
19 privacy. Before closing a meeting, the presiding officer must determine that the demands of  
20 individual privacy exceed the merits of public disclosure and so state publicly before going into  
21 closed session. The Board also may go into closed session to discuss a strategy to be followed  
22 with respect to litigation, when an open meeting would have a detrimental effect on the litigating  
23 position of the District. This exception does not apply if the litigation involves only public bodies  
24 or associations as parties. Before closing a meeting for litigation purposes, the District may wish  
25 to consult legal counsel on the appropriateness of this action. No formal action shall take place  
26 during any closed session.  
27  
28

29 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
	§ 20-1-305, MCA	School Holidays
	§ 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

42  
43 Policy History:

44 Adopted on:

45 Reviewed on:

46 Revised on:

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**THE BOARD OF TRUSTEES**

School Board Use of Email and Mobile Messaging

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

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

Cross Reference:     1400   Board Meetings  
                               1401   Records Available to Public

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

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

1                   **Elementary**

2  
3        **THE BOARD OF TRUSTEES**

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 clerk. The act of preparing the board meeting agendas can be delegated to the clerk.

11  
12       The Board Chairperson must approve any items submitted by Board members or members of the  
13       public, to be placed on the agenda. Citizens wishing to make brief comments about school programs  
14       or procedures will follow the public comment procedures in district policy.

15  
16       The agenda also must include a “public comment” portion to allow members of the general  
17       public to comment on any public matter under the jurisdiction of the District which is not  
18       specifically listed on the agenda, except that no member of the public will be allowed to  
19       comment on contested cases, other adjudicative proceedings, or personnel matters. The Board  
20       Chairperson may place reasonable time limits on any “public comment” period to maintain and  
21       ensure effective and efficient operations of the Board. The Board shall not take any action on  
22       any matter discussed, unless the matter is specifically noticed on the agenda, and the public has  
23       been allowed opportunity to comment.

24  
25       With consent of a majority of members present, the order of business at any meeting may be  
26       changed. Copies of the agenda for the current Board meeting, minutes of the previous Board  
27       meeting, and relevant supplementary information will be prepared and distributed to each trustee  
28       at least twenty-four (24) hours in advance of a Board meeting and will be available to any  
29       interested citizen at the Clerk’s office twenty-four (24) hours before a Board meeting. An  
30       agenda for other types of Board meetings will be prepared, if circumstances require an agenda.

31  
32       Minutes

33  
34       Appropriate minutes of all meetings required to be open must be kept and must be available for  
35       inspection by the public. Unofficial minutes shall be delivered to Board members in advance of  
36       the next regularly scheduled meeting of the Board. Minutes need not be read publicly, provided  
37       that Board members have had an opportunity to review them before adoption. A file of  
38       permanent minutes of Board meetings shall be maintained in the office of the Clerk, to be made  
39       available for inspection upon request. A written copy shall be made available within five (5)  
40       working days following approval by the Board.

41  
42       Quorum

43  
44       No business shall be transacted at any meeting of the Board unless a quorum of its members is  
45       present. A majority of the full membership of the Board shall constitute a quorum, whether the  
46       individuals are present physically or electronically. A majority of the quorum may pass a  
47       resolution, except as provided in § 20-4-203(1), MCA, and § 20-4-401(4), MCA.

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4 Electronic Participation  
5

6 The Board may allow members to participate in meetings by telephone or other electronic  
7 means. Board members may not simply vote electronically but must be connected with the  
8 meeting throughout the discussion of business. If a Board member electronically joins the  
9 meeting after an item of business has been opened, the remotely located member shall not  
10 participate until the next item of business is opened.  
11

12 If the Board allows a member to participate electronically, the member will be considered  
13 present and will have his or her actual physical presence excused. The member shall be counted  
14 present for purposes of convening a quorum. The Clerk will document it in the minutes, when  
15 members participate in the meeting electronically.  
16

17 Any Board member wishing to participate in a meeting electronically will notify the Chairperson  
18 and District Clerk as early as possible. The Clerk will arrange for the meeting to take place in a  
19 location with the appropriate equipment so that Board members participating in the meeting  
20 electronically may interact, and the public may observe or hear the comments made. The Clerk  
21 will take measures to verify the identity of any remotely located participants.  
22

23 Meeting Conduct and Order of Business  
24

25 General rules of parliamentary procedure are used for every Board meeting. *Robert's Rules of*  
26 *Order* may be used as a guide at any meeting. The order of business shall be reflected on the  
27 agenda. The use of proxy votes shall not be permitted. Voting rights are reserved to those  
28 trustees in attendance. Voting shall be by acclamation or show of hands.  
29

30 Rescind a Motion  
31

32 A motion to rescind (cancel previous action) may be made anytime by any trustee. A motion to  
33 rescind must be properly noticed on the Board's agenda for the meeting. It is in order any time  
34 prior to accomplishment of the underlying action addressed by the motion.  
35

36 Cross Reference: 1441 Audience Participation  
37

38 Legal References: § 2-3-103, MCA Public participation - governor to ensure guidelines  
39 adopted  
40 § 2-3-202, MCA Meeting defined  
41 § 2-3-212, MCA Minutes of meetings – public inspection  
42 § 20-1-212, MCA Destruction of records by school officer  
43 § 20-3-322, MCA Meetings and quorum  
44 § 20-3-323, MCA District policy and record of acts  
45 *Jones and Nash v. Missoula Co., 2006 MT2, 330 Mont 2005*  
46

- 1
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- 4 Policy History:
- 5 Adopted on:
- 6 Reviewed on:
- 7 Revised on:

1 \_\_\_\_\_ **School District**

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3 **THE BOARD OF TRUSTEES**

1420F

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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 specifically not 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.

2

3 **THE BOARD OF TRUSTEES**

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 \_\_\_\_\_ Elementary

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;

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

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

28  
29 Inform myself about current educational issues, by individual study and through participation in programs  
30 providing needed information, such as those sponsored by the Montana and National School Boards  
31 Associations;

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  
46  
47 Policy History:

48 Adopted on:

49 Reviewed on:

50 Revised on:

4  
5 Conflict of Interest

6  
7 A trustee may not:

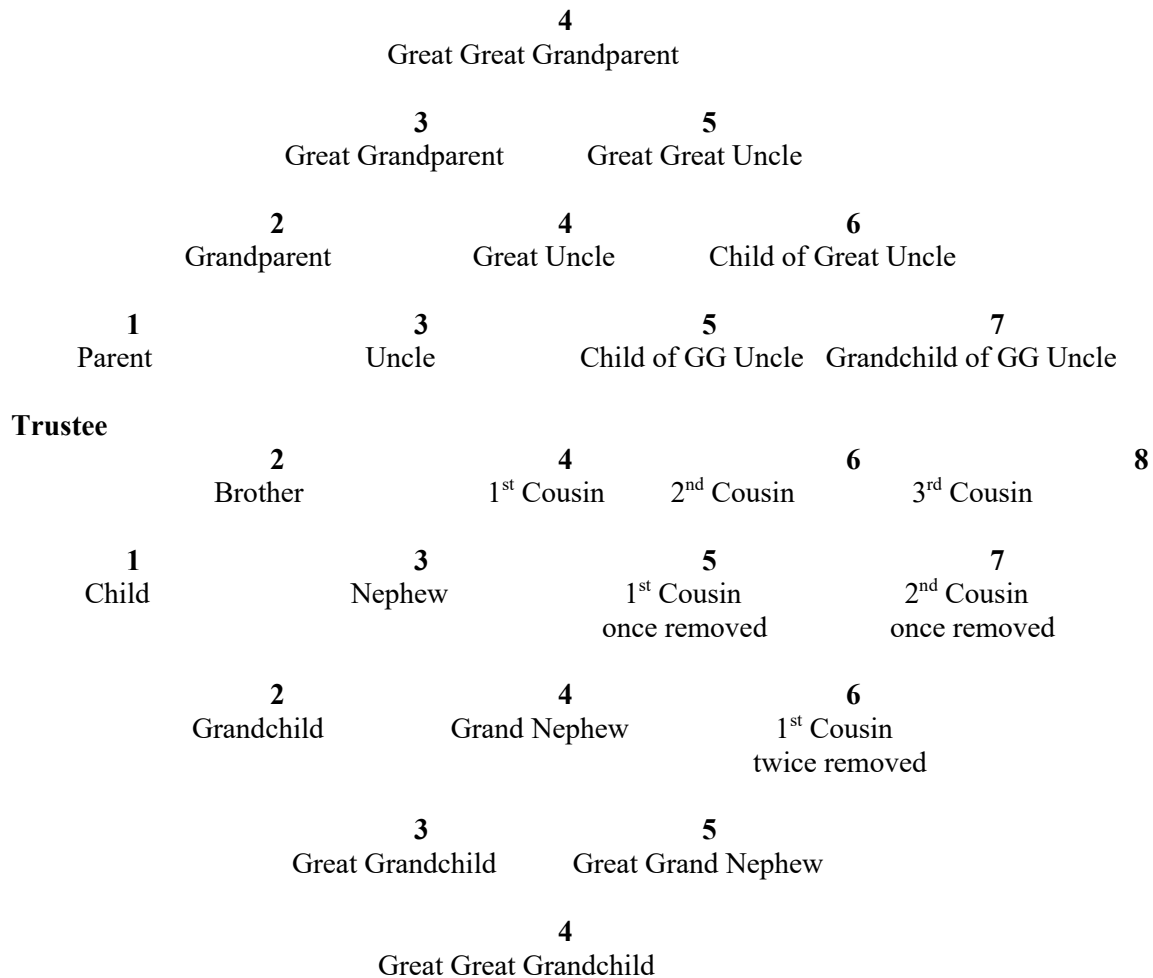
- 8
- 9 1. Engage in a substantial financial transaction for the trustee’s private business purpose,  
10 with a person whom the trustee inspects or supervises in the course of official duties.  
11
  - 12 2. Perform an official act directly and substantially affecting, to its economic benefit, a  
13 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 (4<sup>th</sup>) degree or by affinity within the second (2<sup>nd</sup>) 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.
    - 47 c. This prohibition does not apply if trustees comply with the following

requirements: 1) **All trustees**, except the trustee related to the person to be employed or appointed, vote to employ the related person; 2) the trustee related to the person to be employed abstains from voting; and 3) the trustees give fifteen (15) days written notice of the time and place of their intended action in a newspaper of general circulation in the county where the school is located.

Degrees of Affinity

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.

Degrees of Consanguinity



1  
2  
3  
4 Degrees of Affinity  
5

6			<b>3</b>
7			Great Grandparent-in-law or
8			Step Great Grandparent
9			
10		<b>2</b>	
11		Grandparent-in-law or	
12		Step Grandparent	
13			
14		<b>1</b>	<b>3</b>
15		Father/Mother-in-law or	
16		Step Parent	Uncle/Aunt-in-law
17			Or Step Uncle/Aunt
18		<b>1</b>	<b>2</b>
19	<b>Trustee</b>	Spouse	Brother/Sister-in-law
20			Or Step Sibling
21			
22		<b>1</b>	<b>3</b>
23		Step Child or	Nephew/Niece-in-law
24		Son/Daughter-in-law	or Step Nephew/Niece
25			
26		<b>2</b>	
27		Step Grandchild or	
28		Grandchild-in-law	
29			<b>3</b>
30			Step Great Grandchild or
31			Great Grandchild-in-law

32  
33 Policy History:

34 Adopted on:

35 Reviewed on:

36 Revised on:

1 \_\_\_\_\_ **Elementary**

2  
3 **THE BOARD OF TRUSTEES**

1513

4  
5 Management Rights

6  
7 The Board retains the right to operate and manage its affairs in such areas as, but not limited to:

- 8  
9 1. Direct employees;
- 10  
11 2. Employ, dismiss, promote, transfer, assign, and retain employees;
- 12  
13 3. Relieve employees from duties because of lack of work or funds under conditions where  
14 continuation of such work would be inefficient and nonproductive;
- 15  
16 4. Maintain the efficiency of District operations;
- 17  
18 5. Determine the methods, means, job classifications, and personnel by which District  
19 operations are to be conducted;
- 20  
21 6. Take whatever actions may be necessary to carry out the missions of the District in  
22 situations of emergency;
- 23  
24 7. Establish the methods and processes by which work is performed.

25  
26 The Board reserves all other rights, statutory and inherent, as provided by state law.

27  
28 The Board also reserves the right to delegate authority to the \_\_\_\_\_ for the  
29 ongoing direction of all District programs.

30  
31  
32  
33 Legal Reference: § 20-3-324, MCA Powers and duties  
34 § 39-31-303, MCA Management rights of public employers  
35 *Bonner School District No. 14 v. Bonner Education Association,*  
36 *MEA-MFT, NEA, AFT, AFL-CIO, (2008), 2008 MT 9*

37  
38 Policy History:

39 Adopted on:

40 Reviewed on:

41 Revised on:

1 \_\_\_\_\_ Elementary

2  
3 **THE BOARD OF TRUSTEES**

1531

4  
5 Trustee Expenses

6  
7 Expenses for Board Members - In-District

8  
9 The members of the trustees of any district may not receive compensation for their services as trustees.  
10 The members of the trustees who reside over 3 miles from the trustees' meeting place may be reimbursed  
11 at the rate as provided in 2-18-503 for every mile necessarily traveled between their residence and the  
12 meeting place and return in attending the regular and special meetings of the trustees, and all trustees  
13 must be similarly reimbursed for meetings called by the county superintendent. The travel reimbursement  
14 may be accumulated during the school fiscal year and paid at the end of the fiscal year, at the discretion of  
15 each trustee.

16  
17 A trustee is entitled to collect mileage at a rate equal to the mileage allotment allowed by the United  
18 States internal revenue service for the current year for the first 1,000 miles and 3 cents less per mile for all  
19 additional miles traveled within a given calendar month.

20  
21 A trustee must file a reimbursement for mileage form, prior to July 1 of each year, requesting  
22 reimbursement for the fiscal year. The form may be obtained from the District Clerk/Business Manager.

23  
24 Expenses for Board Members at Out-of-District Meetings

25  
26 Trustees normally attend workshops, training institutes, and conferences at both the state and national  
27 levels. The District will pay all legitimate costs for trustees to attend out-of-District meetings, at  
28 established rates for reimbursement set by the District:

- 29  
30 1. Transportation as approved by the Board;  
31 2. On-site transportation during the course of the meeting, i.e., bus, taxi, or rental car;  
32 3. Hotel or motel costs for trustee, as necessary;  
33 4. Food costs as necessary;  
34 5. Telephone services for necessary communications with business or family, resulting from the  
35 trustee being away from the District;  
36 6. Incidental expenditures for tips and other necessary costs attributable to the trustee's attendance  
37 at a meeting; however, the District will not reimburse or pay for such items as liquor, expenses of  
38 a spouse, separate entertainment, or other unnecessary expenditures.

39  
40 Legal Reference: §2-18-503, MCA Mileage - allowance  
41 §20-3-311, MCA Trustee reimbursement and compensation of  
42 secretary for joint board.

43 Policy History:

44 Adopted on:

45 Reviewed on:

46 Revised on:

1 \_\_\_\_\_ **Elementary**

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3 **THE BOARD OF TRUSTEES**

1532

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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

12

13 Legal References:   § 20-3-331, MCA   Purchase of insurance – self-insurance plan  
14                           § 20-3-332, MCA   Personal immunity and liability of trustees

15

16 Policy History:

17 Adopted on:

18 Reviewed on:

19 Revised on:

1 \_\_\_\_\_ **Elementary**

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3 **THE BOARD OF TRUSTEES**

1610

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5 Annual Goals and Objectives

6

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

11

12 The Chairperson may appoint a committee of the Board to annually review the goals and report  
13 to the Board

14

15

16 Legal Reference: 10.55.701, ARM Board of Trustees

17

18 Policy History:

19 Adopted on:

20 Reviewed on:

21 Revised on:



1 Elementary

2  
3 **THE BOARD OF TRUSTEES**

1700  
page 1 of 2

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 The District requests all individuals to use this complaint procedure, when the individual  
14 believes the Board or its employees or agents have violated the individual's rights under state or  
15 federal law or Board policy.

16  
17 The District will endeavor to respond to and resolve complaints without resorting to this formal  
18 complaint procedure and, when a complaint is filed, to address the complaint promptly and  
19 equitably. The right of a person to prompt and equitable resolution of a complaint filed hereunder  
20 will not be impaired by a person's pursuit of other remedies. Use of this complaint procedure is  
21 not a prerequisite to pursue other remedies and use of this complaint procedure does not extend  
22 any filing deadline related to pursuit of other remedies.

23  
24 Deadlines requiring District action in this procedure may be extended for reasons related but not  
25 limited to the District's retention of legal counsel and District investigatory procedures.

26  
27 Level 1: Informal

28  
29 An individual with a complaint is first encouraged to discuss it with the appropriate employee or  
30 building administrator, with the objective of resolving the matter promptly and informally. An  
31 exception is that a complaint of sexual harassment should be discussed directly with an  
32 administrator not involved in the alleged harassment.

33  
34 Level 2: Board

35  
36 When a complaint has not been or cannot be resolved at Level 1, an individual may file a signed  
37 and dated written complaint to the Board stating: (1) the nature of the complaint; (2) a  
38 description of the event or incident giving rise to the complaint, including any school personnel  
39 involved; and (3) the remedy or resolution requested. This written complaint must be filed  
40 within thirty (30) calendar days of the event or incident or from the date an individual could  
41 reasonably become aware of such event or incident.

42  
43 Upon written appeal, the Board will consider the decision in Level 1. Upon receipt of written  
44 request for appeal, the Chair will place the appeal on the agenda of a regular or special Board  
45 meeting. The Board will report its decision on the appeal, in writing, to all parties, within thirty  
46 (30) calendar days of the Board meeting at which the Board considered the appeal. A decision of

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the Board is final, unless it is appealed pursuant to Montana law within the period provided by law.

Legal Reference: Title IX of the Education Amendments of 1972 (Civil Rights Act)  
Title II of the Americans with Disabilities Act of 1990  
§ 504 of the Rehabilitation Act of 1973

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

**ELEMENTARY**

**R = required**

**2000 SERIES  
INSTRUCTION**

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R 2510	School Wellness

1 \_\_\_\_\_ **Elementary**

2  
3 **INSTRUCTION**

2000

4  
5 Goals

6  
7 The District shall provide an equal opportunity for all students to receive an education that will enable each  
8 to fulfill their optimum role in society, commensurate with individual ability, in compliance with legal  
9 requirements and reflecting the desires of the people.

10  
11 The instructional programs, methods and resources shall meet the needs of each individual student,  
12 regardless of race, color, creed, sex or level of ability. The District recognizes that equal opportunity  
13 education does not imply uniformity and that each student's unique characteristics must be acknowledged.

14  
15 The instructional programs, methods and materials shall not imply, teach or encourage any beliefs or  
16 practices reflecting bias or discrimination toward other individuals or groups and shall not deny others their  
17 basic human rights.

18  
19 To help students transform their potential into actuality, their basic, quality education should enable them to:

- 20  
21 1. Find joy in learning;  
22 2. Communicate ideas, knowledge, thoughts, and feelings in a variety of formats and through  
23 a variety of media;  
24 3. Reason critically and creatively;  
25 4. Develop personal responsibility;  
26 5. Assume social responsibility;  
27 6. Be effective in a changing world;  
28 7. Learn who they are becoming.

29  
30 This goal statement and the philosophy found in policy 1514 shall be publicized and be made available to  
31 interested citizens. This statement shall be reviewed annually and revised as deemed necessary.

32  
33 The staff is responsible for apprising the Board of the educational program's current and future status. They  
34 should consider the following:

- 35  
36 1. Review and Evaluation of present curriculum;  
37 2. Future curriculum and resource needs;  
38 3. Elimination of any sexual, cultural, ethnic, or religious bias that may be present;  
39 4. Implementation of new or revised instructional programs; and  
40 5. Review of present and future facility needs.

41  
42 Legal Reference: 10.55.701, ARM Board of Trustees

43  
44 Policy History:

45 Adopted on:

46 Reviewed on:

47 Revised on:

1 \_\_\_\_\_ **Elementary**

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 employees affected by  
14 the changes; (b) and from the people who live within the boundaries of the school district.

15  
16 Commemorative Holidays

17  
18 Teachers and students will devote a portion of the day on each commemorative holiday  
19 designated in § 20-1-306, MCA, to study and honor the commemorated person or occasion. The  
20 Board may from time to time designate a regular school day as a commemorative holiday.

21  
22 Saturday School

23  
24 Pupil instruction may be held on a Saturday at the discretion of a school district for the purpose  
25 of providing additional pupil instruction, provided that: (a) Saturday school is not a pupil-  
26 instruction day and does not count toward the minimum aggregate hours of pupil instruction; and  
27 (b) student attendance is voluntary.

28  
29 School Fiscal Year

30  
31 At least the minimum number of aggregate hours must be conducted during each school fiscal  
32 year. The minimum aggregate hours required by grade are:

- 33 (a) A minimum of 360 aggregate hours for a kindergarten program;  
34 (b) 720 hours for grades 1 through 3;  
35 (c) 1,080 hours for grades 4 through 12.

36  
37 The minimum aggregate hours, described above, are not required for any pupil demonstrating  
38 proficiency pursuant to 20-9-311(4)(d), MCA.

39  
40 In addition, seven (7) pupil instruction-related days may be scheduled for the following  
41 purposes:

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

1  
2  
3  
4 The Board of Trustees has established an advisory committee to develop, recommend, and  
5 evaluate the school district's yearly professional development plan. Each year the Board of  
6 Trustees shall adopt a professional development plan for the subsequent school year based on the  
7 recommendation of the advisory committee.  
8

9	Legal References:	§ 20-1-301, MCA	School fiscal year
10		§ 20-1-302, MCA	School day and week
11		§ 20-1-303, MCA	Conduct of School on Saturday or Sunday
12			prohibited - exceptions
13		§ 20-1-304, MCA	Pupil-instruction-related day
14		§ 20-1-306, MCA	Commemorative exercises on certain days
15		ARM 10.55.701	Board of Trustees
16		ARM 10.65.101-103	Pupil-Instruction-Related Days
17		ARM 10.55.714	Professional Development
18		ARM 10.55.906	High School Credit

19  
20 Policy History:

21 Adopted on:

22 Reviewed on:

23 Revised on:

1 \_\_\_\_\_ **Elementary**

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**INSTRUCTION**

Grade Organization

The District maintains instructional levels for grades kindergarten (K) through eight (8). The grouping and housing of instructional levels in school will be according to plans developed by the \_\_\_\_\_ and approved by the Board.

Instructional programs will be coordinated between each grade.

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.

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 \_\_\_\_\_ **Elementary**

2  
3 **INSTRUCTION**

2120

4  
5 Curriculum and Assessment

6  
7 The Board is responsible for curriculum adoption and must approve all significant changes, including the  
8 adoption of new textbooks and new courses, before such changes are made. The Teachers are responsible  
9 for making curriculum recommendations. The District shall ensure their curriculum is aligned to all  
10 content standards and the appropriate learning progression for each grade level.

11  
12 A written sequential curriculum will be developed for each subject area. The curricula will address  
13 learner goals, content and program area performance standards, and District education goals and will be  
14 constructed to include such parts of education as content, skills, and thinking. The District shall review  
15 curricula at least every five (5) years or consistent with the state’s standards revision schedule, and  
16 modify, as needed, to meet educational goals of the continuous school improvement plan pursuant to  
17 ARM 10.55.601.

18  
19 The staff and \_\_\_\_\_ will suggest materials and resources, to include supplies, books,  
20 materials, and equipment necessary for development and implementation of the curriculum and  
21 assessment, which are consistent with goals of the education program.

22  
23 The District shall maintain their programs consistent with the state’s schedule for revising standards.

24  
25 The District shall assess the progress of all students toward achieving content standards and content-  
26 specific grade-level learning progressions in each program area. The District shall use assessment results,  
27 including state-level achievement information obtained by administration of assessments pursuant to  
28 ARM 10.56.101 to examine the educational program and measure its effectiveness. The District shall use  
29 appropriate multiple measures and methods, including state-level achievement information obtained by  
30 administration of assessments pursuant to the requirements of ARM 10.56.101, to assess student progress  
31 in achieving content standards and content-specific grade-level learning progressions in all program areas.  
32 The examination of program effectiveness using assessment results shall be supplemented with  
33 information about graduates and other students no longer in attendance.

34  
35 Cross Reference: 2000 Goals

36  
37 Legal Reference: § 20-3-324, MCA Powers and duties  
38 § 20-4-402, MCA Duties of district superintendent or county high school  
39 principal  
40 § 20-7-602, MCA Textbook selection and adoption  
41 10.55.603, ARM Curriculum and Assessment

42 Policy History:

43 Adopted on:

44 Reviewed on:

45 Revised on:



1 \_\_\_\_\_ **Elementary**

2  
3 **INSTRUCTION**

2130

4  
5 Program Evaluation and Diagnostic Tests

6  
7 The Board strives for efficiency and effectiveness in all facets of its operations. To achieve this  
8 goal, the Board will set forth:

- 9  
10 1. A clear statement of expectations and purposes for the District instructional program;  
11  
12 2. A provision for staff, resources, and support to achieve stated expectations and purposes;  
13 and  
14  
15 3. A plan for evaluating instructional programs and services to determine how well  
16 expectations and purposes are being met.  
17

18 Parents who wish to examine any assessment materials may do so by contacting the  
19 \_\_\_\_\_. Parental approval is necessary before administering an individual  
20 intelligence test or a diagnostic personality test. No tests or measurement devices which include  
21 questions about a student’s or the student’s family’s personal beliefs and practices in family life,  
22 morality, and religion will be administered, unless the parent gives written permission for the  
23 student to take such test, questionnaire, or examination.  
24  
25  
26

27 Legal Reference: 20 U.S.C. § 1232h Protection of pupil rights  
28 10.55.603, ARM Curriculum and Assessment  
29 10.56.101, ARM Student Assessment

30 Policy History:

31 Adopted on:

32 Reviewed on:

33 Revised on:

1 \_\_\_\_\_ **Elementary**

2  
3 **INSTRUCTION**

2132  
page 1 of 3

4  
5 Student and Family Privacy Rights

6  
7 Surveys - General

8  
9 All surveys requesting personal information from students, as well as any other instrument used  
10 to collect personal information from students, must advance or relate to the District's educational  
11 objectives as identified in Board Policy. This applies to all surveys, regardless of whether the  
12 student answering the questions can be identified and regardless of who created the survey.

13  
14 Surveys Created by a Third Party

15  
16 Before the District administers distributes a survey created by a third party to a student, the  
17 student's parent(s)/guardian(s) may inspect the survey upon request and within a reasonable time  
18 of their request.

19  
20 This section applies to every survey: (1) that is created by a person or entity other than a District  
21 official, staff member, or student, (2) regardless of whether the student answering the questions  
22 can be identified, and (3) regardless of the subject matter of the questions.

23  
24 Surveys Requesting Personal Information

25  
26 School officials and staff members shall not request, nor disclose, the identity of any student who  
27 completes ANY survey containing one (1) or more of the following items:

- 28
- 29 1. Political affiliations or beliefs of the student or the student's parent/guardian;
  - 30 2. Mental or psychological problems of the student or the student's family;
  - 31 3. Behavior or attitudes about sex;
  - 32 4. Illegal, antisocial, self-incriminating, or demeaning behavior;
  - 33 5. Critical appraisals of other individuals with whom students have close family  
34 relationships;
  - 35 6. Legally recognized privileged or analogous relationships, such as those with lawyers,  
36 physicians, and ministers;
  - 37 7. Religious practices, affiliations, or beliefs of the student or the student's parent/guardian;
  - 38 8. Income (other than that required by law to determine eligibility for participation in a  
39 program or for receiving financial assistance under such program).

40  
41 The student's parent(s)/guardian(s) may:

- 42
- 43 1. Inspect the survey within a reasonable time of the request; and/or
  - 44 2. Refuse to allow their child to participate in any survey requesting personal information.  
45 The school shall not penalize any student whose parent(s)/guardian(s) exercise this  
46 option.

1  
2  
3  
4 Instructional Material  
5

6 A student’s parent(s)/guardian(s) may, within a reasonable time of the request, inspect any  
7 instructional material used as part of their child’s educational curriculum.  
8

9 The term “instructional material,” for purposes of this policy, means instructional content that is  
10 provided to a student, regardless of its format, printed or representational materials, audio-visual  
11 materials, and materials in electronic or digital formats (such as materials accessible through the  
12 Internet). The term does not include academic tests or academic assessments.  
13

14 Collection of Personal Information From Students for Marketing Prohibited  
15

16 The term “personal information,” for purposes of this section only, means individually  
17 identifiable information including: (1) a student’s or parent’s first and last name, (2) a home or  
18 other physical address (including street name and the name of the city or town), (3) telephone  
19 number, or (4) a Social Security identification number.  
20

21 The District will not collect, disclose, or use student personal information for the purpose of  
22 marketing or selling that information or otherwise providing that information to others for that  
23 purpose.  
24

25 The District, however, is not prohibited from collecting, disclosing, or using personal  
26 information collected from students for the exclusive purpose of developing, evaluating, or  
27 providing educational products or services for, or to, students or educational institutions such as  
28 the following:  
29

- 30 1. College or other post-secondary education recruitment or military recruitment;
- 31 2. Book clubs, magazines, and programs providing access to low-cost literary products;
- 32 3. Curriculum and instructional materials used by elementary schools and secondary  
33 schools;
- 34 4. Tests and assessments to provide cognitive, evaluative, diagnostic, clinical, aptitude, or  
35 achievement information about students (or to generate other statistically useful data for  
36 the purpose of securing such tests and assessments) and the subsequent analysis and  
37 public release of the aggregate data from such tests and assessments;
- 38 5. The sale by students of products or services to raise funds for school-related or education-  
39 related activities;
- 40 6. Student recognition programs.  
41

42 Notification of Rights and Procedures  
43

44 The \_\_\_\_\_ shall notify students’ parents/guardians of:  
45

- 46 1. This policy as well as its availability from the administration office upon request;

- 1
- 2
- 3
- 4 2. How to opt their child out of participation in activities as provided in this policy;
- 5 3. The approximate dates during the school year when a survey requesting personal
- 6 information, as described above, is scheduled or expected to be scheduled;
- 7 4. How to request access to any survey or other material described in this policy.
- 8

9 This notification shall be given parents/guardians at least annually at the beginning of the school  
10 year and within a reasonable period after any substantive change in this policy.  
11  
12  
13

14 Cross Reference: 2311 Instructional Materials

15  
16 Legal Reference: 20 U.S.C. 1232h Protection of Pupil Rights  
17

18 Policy History:

19 Adopted on:

20 Reviewed on:

21 Revised on:

1 \_\_\_\_\_ **Elementary**

2  
3 **INSTRUCTION**

2150

4  
5 Suicide Awareness and Prevention

6  
7 Professional Development

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

11  
12 The District will provide, at a minimum, two (2) hours of youth suicide awareness and  
13 prevention training every five (5) years. All new employees who work directly with any student  
14 enrolled in the school district will be provided two (2) hours of training the first year of  
15 employment.

16  
17 Youth suicide and prevention training may include:

- 18  
19 A. In-person attendance at a live training;  
20 B. Videoconference;  
21 C. An individual program of study of designated materials;  
22 D. Self-review modules available online; and  
23 E. Any other method chosen by the local school board that is consistent with professional  
24 development standards.

25  
26 Prevention and Response

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

- 29  
30 A. Promote collaboration with families and with community providers in all aspects of  
31 suicide prevention and response;  
32 B. Include high quality intervention services for students;  
33 C. Promote interagency cooperation that enables school personnel to identify and access  
34 appropriate community resources for use in times of crisis;  
35 D. Include reintegration of youth into a school following a crisis, hospitalization, or  
36 residential treatment;  
37 E. Provide for leadership, planning, and support for students and school personnel to ensure  
38 appropriate responses to attempted or completed suicides.

39  
40 No cause of action may be brought for any loss or damage caused by any act or admission  
41 resulting from the implementation of the provisions of this policy or resulting from any training,  
42 or lack of training, related to this policy. Nothing in this policy shall be construed to impose a  
43 specific duty of care.

44  
45 This policy will be reviewed by the Board of Trustees on a regular basis.

2150

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11

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:

1 \_\_\_\_\_ **Elementary**

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.

15  
16 All personnel coaching intramural or interscholastic activities will hold a current valid first aid  
17 certificate.

18  
19 The Board recognizes that certain risks are associated with participation in interscholastic  
20 activities. While the District will strive to prevent injuries and accidents to students, each parent  
21 or guardian will be required to sign an “assumption of risk” statement indicating that the parents  
22 assume all risks for injuries resulting from such participation. Each participant will be required  
23 to furnish evidence of physical fitness (physical form) prior to becoming a member of an athletic  
24 team. A participant will be free of injury and will have fully recovered from illness before  
25 participating in any event.

26  
27 Coaches and/or trainers may not issue medicine of any type to students. This provision does not  
28 preclude the coach and/or trainer from using approved first aid items.

29  
30  
31 Cross Reference: 3416 Administering Medicines to Students

32  
33 Legal Reference: 10.55.707, ARM Teacher and Specialist Licensure  
34 37.111.825, ARM Health Supervision and Maintenance

35  
36 Policy History:

37 Adopted on:

38 Reviewed on:

39 Revised on:

1            **Elementary**

2  
3 **INSTRUCTION**

2158

Page 1 of 2

4  
5  
6 Family Engagement 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 Parent/Family Involvement Goals and Plan

18  
19 The Board of Trustees recognizes the importance of eliminating barriers that impede  
20 parent/family involvement, thereby facilitating an environment that encourages collaboration  
21 with parents, families and other members of the community. Therefore, the district will develop  
22 and implement a plan to facilitate parent/family involvement that shall include the following six  
23 (6) goals:

- 24
- 25 1. Promote families to actively participate in the life of the school and feel welcomed,  
26 valued, and connected to each other, to school staff, and to what students are learning and  
27 doing in class;
  - 28
  - 29 2. Promote families and school staff to engage in regular, two-way meaningful  
30 communication about student learning;
  - 31
  - 32 3. Promote families and school staff to continuously collaborate to support student learning  
33 and healthy development both at home and at school and have regular opportunities to  
34 strengthen their knowledge and skills to do so effectively;
  - 35
  - 36 4. Empower parents to be advocates for their own and other children, to ensure that students  
37 are treated equitably and have access to learning opportunities that will support their  
38 success;
  - 39
  - 40 5. Encourage families and school staff to be partners in decisions that affect children and  
41 families and together inform, influence, and create policies, practices, and programs; and  
42
  - 43 6. Encourage families and school staff to collaborate with members of the community to  
44 connect students, families, and staff to expand learning opportunities, community  
45 services, and civic participation.
  - 46



The district's plan for meeting these goals is to:

1. Provide activities that will educate parents regarding the intellectual and developmental needs of their children at all age levels. This will include promoting cooperation between the district and other agencies or school/community groups (such as parent-teacher groups, Head Start, etc.) to furnish learning opportunities and disseminate information regarding parenting skills and child/adolescent development.
2. Implement strategies to involve parents/families in the educational process, including:
  - Keeping parents/families informed of opportunities for involvement and encouraging participation in various programs.
  - Providing access to educational resources for parents/families to use together with their children.
  - Keeping parents/families informed of the objectives of district educational programs as well as of their child's participation and progress within these programs.
3. Enable families to participate in the education of their children through a variety of roles. For example, parents/family members should be given opportunities to provide input into district policies and volunteer time within the classrooms and school programs.
4. Provide professional development opportunities for teachers and staff to enhance their understanding of effective parent/family involvement strategies.
5. Perform regular evaluations of parent/family involvement at each school and at the district level.
6. Provide access, upon request, to any instructional material used as part of the educational curriculum.
7. If practical, provide information in a language understandable to parents.

Legal Reference: 10.55.701(m), ARM Board of Trustees

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 \_\_\_\_\_ **Elementary**

2  
3 **INSTRUCTION**

2160  
page 1 of 2

4  
5 Title I Parent and Family Engagement

6  
7 The District endorses the parent and family engagement goals of Title I and encourages the  
8 regular participation of parents and family members (including parents and families of migrant  
9 students if applicable) of Title I eligible children in all aspects of the program to establish the  
10 agency's expectations and objectives for meaningful parent and family involvement. The  
11 education of children is viewed as a cooperative effort among the parents, family members,  
12 school, and community. In this policy the word "parent" also includes guardians and other  
13 family members involved in supervising the child's schools.

14  
15 Pursuant to federal law the District will develop jointly with, agree upon with, and distribute to  
16 parents of children participating in the Title I program a written parent and family engagement  
17 policy. This may include meaningful consultation with employers, business leaders, and  
18 philanthropic organizations, or individuals with expertise in effectively engaging parents and  
19 family members in education.

20  
21 At the required annual meeting of Title I parents and family members (including parents and  
22 families of migrant students if applicable), parents and family members will have opportunities  
23 to participate in the design, development, operation, and evaluation of the program for the next  
24 school year. Proposed activities to fulfill the requirements necessary to address the requirements  
25 of family engagement goals shall be presented.

26  
27 In addition to the required annual meeting, at least three (3) additional meetings shall be held at  
28 various times of the day and/or evening for parents and family members of children (including  
29 parents and families of migrant children if applicable) participating in the Title I program. These  
30 meetings shall be used to provide parents with:

- 31
- 32 1. Information about programs provided under Title I;
  - 33
  - 34 2. A description and explanation of the curriculum in use, the forms of academic assessment  
35 used to measure student progress, and the proficiency levels students are expected to  
36 meet;
  - 37
  - 38 3. Opportunities to formulate suggestions and to participate, as appropriate, in decisions  
39 relating to the education of their children; and
  - 40
  - 41 4. The opportunity to bring parent comments, if they are dissatisfied with the school's Title  
42 I program, to the District level.
  - 43

44 Title I funding, if sufficient, may be used to facilitate parent attendance at meetings, through  
45 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 staff 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.

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

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 \_\_\_\_\_ **Elementary**

2  
3 **INSTRUCTION**

2160P  
page 1 of 2

4  
5  
6 Title I Parent Involvement

7  
8 In order to achieve the level of Title I parent involvement desired by District policy on this topic,  
9 these procedures guide the development of each school's annual plan designed to foster a  
10 cooperative effort among parents, school, and community.

11  
12 Guidelines

13  
14 Parent involvement activities developed at each school will include opportunities for:

- 15  
16 • Volunteering;  
17 • Parent education;  
18 • Home support for the child's education;  
19 • Parent participation in school decision making.

20  
21 The school system will provide opportunities for professional development and resources for  
22 staff and parents/community regarding effective parent involvement practices.

23  
24 Roles and Responsibilities

25  
26 **Parents**

27  
28 It is the responsibility of the parent to:

- 29  
30 • Actively communicate with school staff;  
31 • Be aware of rules and regulations of school;  
32 • Take an active role in the child's education by reinforcing at home the skills and  
33 knowledge the student has learned in school;  
34 • Utilize opportunities for participation in school activities.

35  
36 **Staff**

37  
38 It is the responsibility of staff to:

- 39  
40 • Develop and implement a school plan for parent involvement;  
41 • Promote and encourage parent involvement activities;  
42 • Effectively and actively communicate with all parents about skills, knowledge, and  
43 attributes students are learning in school and suggestions for reinforcement;  
44 • Send information to parents of Title I children in a format and, to the extent practicable,  
45 in a language the parents can understand.

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**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.

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 \_\_\_\_\_ **Elementary**

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:

2  
3 **INSTRUCTION**

4  
5 Special Education

6  
7 Child Find

8  
9 The District shall be responsible for the coordination and management of locating, identifying,  
10 and evaluating all disabled children ages zero (-0-) through twenty-one (21). Appropriate staff  
11 will design the District’s Child Find plan in compliance with all state and federal requirements  
12 and with assistance from special education personnel who are delegated responsibility for  
13 implementing the plan.

14  
15 The District’s plan will contain procedures for identifying suspected disabled students in private  
16 schools as identified in 34 C.F.R. 530.130 and 530.131(f), students who are home schooled,  
17 homeless children, as well as public facilities located within the geographic boundaries of the  
18 District. These procedures shall include screening and development criteria for further  
19 assessment. The plan must include locating, identifying, and evaluating highly mobile children  
20 with disabilities and children who are suspected of being a child with a disability and in need of  
21 special education, even though the child is and has been advancing from grade to grade. The  
22 District’s Child Find Plan must set forth the following:

- 23
- 24 1. Procedures used to annually inform the public of all child find activities, for children zero  
25 through twenty-one;
  - 26 2. Identity of the special education coordinator;
  - 27 3. Procedures used for collecting, maintaining, and reporting data on child identification;
  - 28 4. Procedures for Child Find Activities (including audiological, health, speech/language,  
29 and visual screening and review of data or records for students who have been or are  
30 being considered for retention, delayed admittance, long-term suspension or expulsion or  
31 waiver of learner outcomes) in each of the following age groups:
    - 32 A. Infants and Toddlers (Birth through Age 2)  
33 Procedures for referral of infants and toddlers to the appropriate early intervention  
34 agency, or procedures for conducting child find.
    - 35 B. Preschool (Ages 3 through 5)  
36 Part C Transition planning conferences; frequency and location of screenings;  
37 coordination with other agencies; follow-up procedures for referral and  
38 evaluation; and procedures for responding to individual referrals.
    - 39 C. In-School (Ages 6 through 18)  
40 Referral procedures, including teacher assistance teams, parent referrals, and  
41 referrals from other sources; and follow-up procedures for referral and evaluation.
    - 42 D. Post-School (Ages 19 through 21)  
43 Individuals who have not graduated from high school with a regular diploma and  
44 who were not previously identified. Describe coordination efforts with other  
45 agencies.
- 46

1  
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3  
4 E. Private Schools (This includes home schools.)  
5 Child find procedures addressing the provisions of A.R.M. 10.16.3125(1); follow-  
6 up procedures for referral and evaluation.

7 F. Homeless Children

8 G. Dyslexia

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

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

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

17  
18 The screening instrument shall be administered by an individual with an  
19 understanding of, and training to identify, signs of dyslexia designed to assess  
20 developmentally appropriate phonological and phonemic awareness skills.

21  
22 If a screening suggests that a child may have dyslexia or a medical professional  
23 diagnosis a child with dyslexia, the child's school district shall take steps to  
24 identify the specific needs of the child and implement best practice interventions  
25 to address those needs. This process may lead to consideration of the child's  
26 qualification as a child with a disability under this policy.

27  
28 Procedures for Evaluation and Determination of Eligibility

29  
30 Procedures for evaluation and determination of eligibility for special education and related  
31 services are conducted in accordance with the procedures and requirements of 34 C.F.R.  
32 300.301-300.311 and the following state administrative rules:

33  
34 10.16.3320 - Referral;

35 10.60.103 - Identification of Children with Disabilities;

36 10.16.3321 - Comprehensive Educational Evaluation Process;

37  
38 Procedural Safeguards and Parental Notification

39  
40 The District implements the procedural safeguard procedures as identified in 34 C.F.R. 300.500 -  
41 300.530.

42  
43 A copy of the procedural safeguards available to the parents of a child with a disability must be  
44 given to the parents only one (1) time a school year, except that a copy also must be given to the  
45 parents:



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

9  
10 A public agency also may place a current copy of the procedural safeguard notice on its internet  
11 website, if a website exists. [34 CFR 300.504(a) and (b)] [20 U.S.C. 1415(d)(1)]

12  
13 The referral for special education consideration may be initiated from any source, including  
14 school personnel. To initiate the process, an official referral form must be completed and signed  
15 by the person making the referral. The District shall accommodate a parent who cannot speak  
16 English and therefore cannot complete the District referral form. Recognizing that the referral  
17 form is a legal document, District personnel with knowledge of the referral shall bring the  
18 referral promptly to the attention of the Evaluation Team.

19  
20 The District shall give written notice to the parent of its recommendation to evaluate or not to  
21 evaluate the student. The parent will be fully informed concerning the reasons for which the  
22 consent to evaluate is sought. Written parental consent will be obtained before conducting the  
23 initial evaluation or before reevaluating the student.

24  
25 The recommendation to conduct an initial evaluation or reevaluation shall be presented to the  
26 parents in their native language or another mode of communication appropriate to the parent. An  
27 explanation of all the procedural safeguards shall be made available to the parents when their  
28 consent for evaluation is sought. These safeguards will include a statement of the parents' rights  
29 relative to granting the consent.

### 30 31 Evaluation of Eligibility

32  
33 Evaluation of eligibility for special education services will be consistent with the requirements of  
34 34 C.F.R. 300.301 through 300.311 regarding Procedures for Evaluation and Determination of  
35 Eligibility; and shall also comply with A.R.M. 10.16.3321.

### 36 37 Individualized Education Programs

38  
39 The District develops, implements, reviews, and revises individualized education programs (IEP)  
40 in accordance with the requirements and procedures of 34 C.F.R. 300.320-300.328.

### 41 42 Least Restrictive Environment

43  
44 To the maximum extent appropriate, children with disabilities, including children in public or  
45 private institutions or other care facilities, are educated with children who are nondisabled, and  
46 special classes, separate schooling, or other removal of children with disabilities from the regular

1 class occurs only if the nature or severity of the disability is such that education in regular  
2 classes, with the use of supplementary aids and services, cannot be achieved satisfactorily.  
3 Educational placement decisions are made in accordance with A.R.M. 10.16.3340 and the  
4 requirements of 34 C.F.R. 300.114 - 300.120, and a continuum of alternate placements is  
5 available as required in 34 C.F.R. 300.551.

### 6 7 Children in Private Schools/Out-of District Placement

8  
9 Children with a disability placed in or referred to a private school or facility by the District, or  
10 other appropriate agency, shall receive special education and related services in accordance with  
11 the requirements and procedures of 34 C.F.R. 300.145 through 300.147 and A.R.M. 10.16.3122.

12  
13 As set forth under 34 C.F.R. 300.137, children with a disability placed in or referred to a private  
14 school or facility by parents do not have an individual right to special education and related  
15 services at the District's expense. When services are provided to children with disabilities  
16 placed by parents in private schools, the services will be in accordance with the requirements and  
17 procedures of 34. C.F.R. 300.130 through 300.144, and 300.148.

### 18 19 Impartial Due Process Hearing

20  
21 The District shall conduct the impartial hearing in compliance with the Montana Administrative  
22 Rules on matters pertaining to special education controversies.

### 23 24 Special Education Records and Confidentiality of Personally Identifiable Information

#### 25 26 A. Confidentiality of Information

27  
28 The District follows the provisions under the Family Educational Rights and Privacy Act and  
29 implements the procedures in 34 C.F.R. 300.610-300.627, § 20-1-213, MCA, and A.R.M.  
30 10.16.3560.

#### 31 32 B. Access Rights

33  
34 Parents of disabled students and students eighteen (18) years or older, or their representative,  
35 may review any educational records which are designated as student records collected,  
36 maintained, and used by the District. Review shall normally occur within five (5) school days  
37 and in no case longer than forty-five (45) days. Parents shall have the right to an explanation or  
38 interpretation of information contained in the record. Non-custodial parents shall have the same  
39 right of access as custodial parents, unless there is a legally binding document specifically  
40 removing that right.

#### 41 42 C. List of Types and Locations of Information.

43  
44 A list of the records maintained on disabled students shall be available in the District office.  
45 Disabled student records shall be located in the \_\_\_\_\_, where they are available for review  
46 by authorized District personnel, parents, and adult students. Special education teachers will

1 maintain an IEP file in their classrooms. These records will be maintained under the direct  
2 supervision of the teacher and will be located in a locked file cabinet. A record-of-access sheet  
3 in each special education file will specify the District personnel who have a legitimate interest in  
4 viewing these records.

5  
6 D. Safeguards  
7

8 The District will identify in writing the employees who have access to personally identifiable  
9 information, and provide training on an annual basis to those staff members.  
10

11  
12 E. Destruction of Information  
13

14 The District will inform parents five (5) years after the termination of special education services  
15 that personally identifiable information is no longer needed for program purposes. Medicaid  
16 reimbursement records must be retained for a period of at least six years and three months from  
17 the date on which the service was rendered or until any dispute or litigation concerning the  
18 services is resolved, whichever is later. The parent will be advised that such information may be  
19 important to establish eligibility for certain adult benefits. At the parent's request, the record  
20 information shall either be destroyed or made available to the parent or to the student if eighteen  
21 (18) years or older. Reasonable effort shall be made to provide the parent with notification sixty  
22 (60) days prior to taking any action on destruction of records. Unless consent has been received  
23 from the parent to destroy the record, confidential information will be retained for five (5) years  
24 beyond legal school age.  
25

26 F. Children's Rights  
27

28 Privacy rights shall be transferred from the parent to an adult student at the time the student  
29 attains eighteen (18) years of age, unless some form of legal guardianship has been designated  
30 due to the severity of the disabling condition.  
31

32 Discipline  
33

34 Students with disabilities may be suspended from school the same as students without disabilities  
35 for the same infractions or violations for up to ten (10) consecutive school days. Students with  
36 disabilities may be suspended for additional periods of not longer than ten (10) consecutive  
37 school days for separate, unrelated incidents, so long as such removals do not constitute a change  
38 in the student's educational placement. However, for any additional days of removal over and  
39 above ten (10) school days in the same school year, the District will provide educational services  
40 to a disabled student, which will be determined in consultation with at least one (1) of the child's  
41 teachers, determining the location in which services will be provided. The District will  
42 implement the disciplinary procedures in accord with the requirements of CFR 300.530-300.537.  
43  
44  
45

46 Legal Reference: 34 CFR 300.1, et seq. Individuals with Disabilities Act (IDEA)

1	§ 20-1-213, MCA	Transfer of school records
2	10.16.3122 ARM	Local Educational Agency Responsibility for
3		Students with Disabilities
4	10.16.3220 ARM	Program Narrative
5	10.16.3321 ARM	Comprehensive Educational Evaluation Process
6	10.16.3340 ARM	Individualized Education Program and Placement
7		Decisions
8	10.16.3560 ARM	Special Education Records
9	10.60.103 ARM	Identification of Children with Disabilities
10	37.85.414 ARM	Maintenance of Records and Auditing (Medicaid)
11	Chapter 227 (2019)	Montana Dyslexia Screening and Intervention Act
12		
13		

14 Procedure History:  
15 Promulgated on:  
16 Reviewed on:  
17 Revised on:

1 \_\_\_\_\_ **Elementary**

2  
3 **INSTRUCTION**

2162

4  
5 Section 504 of the Rehabilitation Act of 1973 (“Section 504”)

6  
7 It is the intent of the District to ensure that students who are disabled within the definition of  
8 Section 504 of the Rehabilitation Act of 1973 are identified, evaluated, and provided with  
9 appropriate educational services. For those students who need or are believed to need special  
10 instruction and/or related services under Section 504 of the Rehabilitation Act of 1973, the  
11 District shall establish and implement a system of procedural safeguards. The safeguards shall  
12 cover students’ identification, evaluation, and educational placement. This system shall include:  
13 notice, an opportunity for the student’s parent or legal guardian to examine relevant records, an  
14 impartial hearing with opportunity for participation by the student’s parent or legal guardian, and  
15 a review procedure.

16  
17 The \_\_\_\_\_ is the 504 Coordinator for the District.  
18  
19  
20

21 Legal Reference: Rehabilitation Act of 1973, Section 504, 29 U.S.C. § 794  
22 34 C.F.R. 104.36 Procedural safeguards

23 Policy History:

24 Adopted on:

25 Reviewed on:

26 Revised on:

1 \_\_\_\_\_ **Elementary**

2  
3 **INSTRUCTION**

2162P  
page 1 of 2

4  
5 Section 504 of the Rehabilitation Act of 1973 ("Section 504")

- 6
- 7 (1) Impartial Due Process Hearing. If the parent or legal guardian of a student who qualifies  
8 under Section 504 for special instruction or related services disagrees with a decision of  
9 the District with respect to: (1) the identification of the child as qualifying for Section  
10 504; (2) the District's evaluation of the child; and/or (3) the educational placement of the  
11 child, the parents of the student are entitled to certain procedural safeguards. The student  
12 shall remain in his/her current placement until the matter has been resolved through the  
13 process set forth herein.
- 14
- 15 A. The District shall provide written notice to the parent or legal guardian of a  
16 Section 504 student, prior to initiating an evaluation of the child and/or  
17 determining the appropriate educational placement of the child, including special  
18 instruction and/or related services;
- 19
- 20 B. Upon request, the parent or legal guardian of the student shall be allowed to  
21 examine all relevant records relating to the child's education and the District's  
22 identification, evaluation, and/or placement decision;
- 23
- 24 C. The parent or legal guardian of the student may make a request in writing for an  
25 impartial due process hearing. The written request for an impartial due process  
26 hearing shall identify with specificity the areas in which the parent or legal  
27 guardian is in disagreement with the District;
- 28
- 29 D. Upon receipt of a written request for an impartial due process hearing, a copy of  
30 the written request shall be forwarded to all interested parties within three (3)  
31 business days;
- 32
- 33 E. Within ten (10) days of receipt of a written request for an impartial due process  
34 hearing, the District shall select and appoint an impartial hearing officer who has  
35 no professional or personal interest in the matter. In that regard, the District may  
36 select a hearing officer from the list of special education hearing examiners  
37 available at the Office of Public Instruction, the County Superintendent, or any  
38 other person who would conduct the hearing in an impartial and fair manner;
- 39
- 40 F. Once the District has selected an impartial hearing officer, the District shall  
41 provide the parent or legal guardian and all other interested parties with notice of  
42 the person selected;
- 43
- 44 G. Within five (5) days of the District's selection of a hearing officer, a prehearing  
45 conference shall be scheduled to set a date and time for a hearing, identify the  
46 issues to be heard, and stipulate to undisputed facts to narrow the contested

1  
2  
3  
4 factual issues;

5  
6 H. The hearing officer shall, in writing, notify all parties of the date, time, and  
7 location of the due process hearing;

8  
9 I. Anytime prior to the hearing, the parties may mutually agree to submit the matter  
10 to mediation. A mediator may be selected from the Office of Public Instruction's  
11 list of trained mediators;

12  
13 J. At the hearing, the District and the parent or legal guardian may be represented by  
14 counsel;

15  
16 K. The hearing shall be conducted in an informal but orderly manner. Either party  
17 may request that the hearing be recorded. Should either party request that the  
18 hearing be recorded, it shall be recorded using either appropriate equipment or a  
19 court reporter. The District shall be allowed to present its case first. Thereafter  
20 the parent or legal guardian shall be allowed to present its case. Witnesses may  
21 be called to testify, and documentary evidence may be admitted; however,  
22 witnesses will not be subject to cross-examination, and the Montana Rules of  
23 Evidence will not apply. The hearing officer shall make all decisions relating to  
24 the relevancy of all evidence intended to be presented by the parties. Once all  
25 evidence has been received, the hearing officer shall close the hearing. The  
26 hearing officer may request that both parties submit proposed findings of fact,  
27 conclusions, and decision;

28  
29 L. Within twenty (20) days of the hearing, the hearing examiner should issue a  
30 written report of his/her decision to the parties;

31  
32 M. Appeals may be taken as provided by law. The parent or legal guardian may  
33 contact the Office of Civil Rights, 912 2<sup>nd</sup> Avenue, Seattle, WA 98714-1099;  
34 (206) 220-7900.

35  
36 (2) Uniform Complaint Procedure. If a parent or legal guardian of the student alleges that  
37 the District and/or any employee of the District has engaged in discrimination or  
38 harassment of the student, the parent or legal guardian will be required to proceed  
39 through the District's Uniform Complaint Procedure.  
40

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

42  
43 Policy History:

44 Adopted on:

45 Reviewed on:

46 Revised on:

1 \_\_\_\_\_ **Elementary**

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**INSTRUCTION**

2221

School Closure

The Board of Trustees may order closure of schools in the event of extreme weather or other emergency, in compliance with established procedures for notifying parents, students, and staff.

The Trustees may order the emergency closure of schools for one (1) school day each year, without the need to reschedule the lost pupil instruction time, when the closure is the result of an emergency.

Legal Reference:	§§ 20-9-801 - 802, MCA	Emergency School Closure
	§ 20-9-806, MCA	School closure by declaration of emergency

Policy History:

Adopted on:  
Reviewed on:  
Revised on:



1 \_\_\_\_\_ **Elementary**

2

3 **INSTRUCTION**

2250

4

5 Community and Adult Education

6

7 The District may make its resources available to adults and other non-students, within limits of  
8 budget, staff, and facilities, provided there is no interference with or impairment of the regular  
9 school program. Community and adult education and other offerings may be developed in  
10 cooperation with community representatives, subject to approval and authorization by the Board.

11

12

13

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

15

16 Policy History:

17 Adopted on:

18 Reviewed on:

19 Revised on:

1 \_\_\_\_\_ **Elementary**

2  
3 **INSTRUCTION**

2309

4  
5 Library Materials

6  
7 School library and classroom library books are primarily for use by District students and staff.  
8 Library books may be checked out by either students or staff. Individuals who check out books  
9 are responsible for the care and timely return of those materials. The \_\_\_\_\_ may  
10 assess fines for damaged or unreturned books.

11  
12 District residents and parents or guardians of non-resident students attending the District may be  
13 allowed use of library books, at the discretion of the \_\_\_\_\_. However, such  
14 access shall not interfere with regular school use of those books. Use of library books outside of  
15 the District is prohibited except for inter-library loan agreements with other libraries.

16  
17 Any individual may challenge the selection of materials for the library/media center. The  
18 Uniform Complaint Procedure will be utilized to determine if challenged material is properly  
19 located in the library.  
20  
21  
22

23 Cross Reference: 1700 Uniform Complaint Procedure  
24 2314 Learning Materials Review

25  
26 Legal Reference: § 20-4-402(5), MCA Duties of district superintendent or county high  
27 school principal  
28 § 20-7-203, MCA Trustees' policies for school library  
29 § 20-7-204, MCA School library book selection

30 Policy History:

31 Adopted on:

32 Reviewed on:

33 Revised on:



1 \_\_\_\_\_ **Elementary**

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 indicated.

19  
20 Materials will be discarded in compliance with § 20-6-604, MCA. When the decision to sell or  
21 dispose of library materials is made, the Board will adopt a resolution to sell or otherwise  
22 dispose of the material because it is or is about to become abandoned, obsolete, undesirable, or  
23 unsuitable for the school purposes of the District. The Board will publish a notice of the  
24 resolution in the newspaper of general circulation in the county where the school is located. The  
25 resolution may not become effective for fourteen (14) days after notice is published.

26  
27 Gifts

28  
29 Gift materials may be accepted with the understanding they must meet criteria set for book  
30 selection.

31  
32  
33 Policy History:

34 Adopted on:

35 Reviewed on:

36 Revised on:

1 \_\_\_\_\_ **Elementary**

2  
3 **INSTRUCTION**

2311

4  
5 Instructional Materials

6  
7 The Board is legally responsible to approve and to provide the necessary instructional materials  
8 used in the District. Textbooks and instructional materials should provide quality learning  
9 experiences for students and:

- 10
- 11 • Enrich and support the curriculum;
  - 12 • Stimulate growth in knowledge, literary appreciation, aesthetic value, and ethical  
13 standards;
  - 14 • Provide background information to enable students to make intelligent judgments;
  - 15 • Present opposing sides of controversial issues;
  - 16 • Be representative of the many religious, ethnic, and cultural groups and their  
17 contributions to our American heritage;
  - 18 • Depict in an accurate and unbiased way the cultural diversity and pluralistic nature of  
19 American society.
- 20

21 Basic instructional course material in the fundamental skill areas of language arts, mathematics,  
22 science, and social studies should be reviewed at intervals not exceeding five (5) years. All  
23 instructional materials must be sequential and must be compatible with previous and future  
24 offerings.

25  
26 Instructional materials may be made available for loan to students when the best interest of the  
27 District and student will be served by such a decision. Students will not be charged for normal  
28 wear. They will be charged replacement cost, however, as well as for excessive wear,  
29 unreasonable damage, or lost materials. The professional staff will maintain records necessary  
30 for the proper accounting of all instructional materials.

31  
32  
33  
34 Cross Reference: 2314 Learning Materials Review

35  
36 Legal Reference: § 20-4-402, MCA Duties of district superintendent or county high  
37 school principal  
38 § 20-7-601, MCA Free textbook provisions  
39 § 20-7-602, MCA Textbook selection and adoption  
40

41 Policy History:

42 Adopted on:

43 Reviewed on:

44 Revised on:

1 \_\_\_\_\_ **Elementary**

2  
3 **INSTRUCTION**

2311P

4  
5 Selection, Adoption, and Removal of Textbooks and Instructional Materials

6  
7 The \_\_\_\_\_ will generally be responsible to recommend textbooks and major  
8 instructional materials purchases. Recommendations will be made to the Board.

9  
10 Selection and Adoption

11  
12 The selection criteria should include the following, along with other appropriate criteria.  
13 Textbooks shall:

- 14
- 15 • Be congruent with identified instructional objectives;
  - 16 • Present more than one viewpoint on controversial issues;
  - 17 • Present minorities realistically;
  - 18 • Present non-stereotypic models;
  - 19 • Facilitate the sharing of cultural differences;
  - 20 • Be priced appropriately.

21  
22 Removal

23  
24 Textbooks may be removed when they no longer meet the criteria for initial selection, when they  
25 are worn out, or when they have been judged inappropriate through the Learning Materials  
26 Review Process.

27  
28  
29 Policy History:

30 Adopted on:

31 Reviewed on:

32 Revised on:

1 \_\_\_\_\_ **Elementary**

2  
3 **INSTRUCTION**

2312

4  
5 Copyright

6  
7 The District recognizes that federal law makes it illegal to duplicate copyrighted materials  
8 without authorization of the holder of the copyright, except for certain exempt purposes. Severe  
9 penalties may be imposed for unauthorized copying or use of audio, visual, or printed materials  
10 and computer software, unless the copying or use conforms to the “fair use” doctrine.

11  
12 Under the “fair use” doctrine, unauthorized reproduction of copyrighted materials is permissible  
13 for such purposes as criticism, comment, news reporting, teaching, scholarship, or research.

14  
15 Under the fair use doctrine, each of the following four standards must be met in order to use the  
16 copyrighted document:

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

26  
27 While the District encourages its staff to enrich learning programs by making proper use of  
28 supplementary materials, it is the responsibility of staff to abide by District copying procedures  
29 and obey requirements of law. Under no circumstances will it be necessary for staff to violate  
30 copyright requirements in order to properly perform their duties. The District cannot be  
31 responsible for any violations of the copyright law by its staff.

32  
33 Any staff member who is uncertain as to whether reproducing or using copyrighted material  
34 complies with District procedures or is permissible under the law should consult the  
35 \_\_\_\_\_. The \_\_\_\_\_ will assist staff in obtaining proper  
36 authorization to copy or use protected materials, when such authorization is required.

37  
38  
39  
40 Legal Reference: 17 USC 101 - 1010 Federal Copyright Law of 1976

41  
42 Policy History:

43 Adopted on:

44 Reviewed on:

45 Revised on:

1 Elementary

2  
3 **INSTRUCTION**

2312P

page 1 of 5

4  
5 Copyright Compliance

6  
7 Authorized Reproduction and Use of Copyrighted Material in Print

- 8  
9
- 10 • Materials on the Internet should be used with caution since they may, and likely are, copyrighted.
  - 11 • Proper attribution (author, title, publisher, place and date of publication) should always be given.
  - 12 • Notice should be taken of any alterations to copyrighted works, and such alterations should only be made for specific instructional objectives.
  - 13 • Care should be taken in circumventing any technological protection measures. While materials copied pursuant to fair use may be copied after circumventing technological protections against unauthorized copying, technological protection measures to block access to materials may not be circumvented.
- 14  
15  
16  
17  
18  
19

20 In preparing for instruction, the teacher may make or have made a single copy of a chapter from  
21 a book; an article from a newspaper or periodical; a short story, short essay, or short poem; or a  
22 chart, graph, diagram, drawing, cartoon, or picture from a book, periodical, or newspaper. The  
23 teacher may make multiple copies, not exceeding more than one (1) per student, for classroom  
24 use if the copying meets the tests of “brevity, spontaneity and cumulative effect” set by the  
25 following guidelines. Each copy must include a notice of copyright.

26  
27 1. Brevity

- 28
- 29 a. A complete poem, if less than 250 words and two pages long, may be copied; excerpts from longer poems cannot exceed 250 words.
  - 30 b. Complete articles, stories or essays of less than 2500 words or excerpts from prose works less than 1000 words or 10% of the work, whichever is less, may be copied; in any event, the minimum is 500 words. (Each numerical limit may be expanded to permit the completion of an unfinished line of a poem or prose paragraph.)
  - 31 c. One chart, graph, diagram, drawing, cartoon, or picture per book or periodical issue may be copied. “Special” works cannot be reproduced in full; this includes children’s books combining poetry, prose, or poetic prose.
- 32  
33  
34  
35  
36  
37  
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39

40 2. Spontaneity. Should be at the “instance and inspiration” of the individual teacher when there is not a reasonable length of time to request and receive permission to copy.

41  
42

43 3. Cumulative Effect. Teachers are limited to using copied material for only one (1) course in the school in which copies are made. No more than one (1) short poem, article, story or two (2) excerpts from the same author may be copied, and no more than three (3) works can be copied from a collective work or periodical issue during one (1) class term.

44  
45  
46



Teachers are limited to nine (9) instances of multiple copying for one (1) course during one (1) class term. Limitations do not apply to current news periodicals, newspapers, and current news sections of other periodicals.

Performances by teachers or students of copyrighted dramatic works without authorization from the copyright owner are permitted as part of a teaching activity in a classroom or instructional setting. All other performances require permission from the copyright owner.

The copyright law prohibits using copies to replace or substitute for anthologies, consumable works, compilations, or collective works. "Consumable" works include: workbooks, exercises, standardized tests, test booklets, and answer sheets. Teachers cannot substitute copies for the purchase of books, publishers' reprints or periodicals, nor can they repeatedly copy the same item from term-to-term. Copying cannot be directed by a "higher authority," and students cannot be charged more than actual cost of photocopying. Teachers may use copyrighted materials in overhead or opaque projectors for instructional purposes.

#### Authorized Reproduction and Use of Copyrighted Materials in the Library

- A library may make a single copy or three digital copies of an unpublished work which is in its collection; a published work in order to replace it because it is damaged, deteriorated, lost or stolen, provided the unused replacement cannot be obtained at a fair price; and a work that is being considered for acquisition, although use is strictly limited to that decision. Technological protection measures may be circumvented for purposes of copying materials in order to make an acquisition decision.

A library may provide a single copy of copyrighted material to a student or staff member at no more than the actual cost of photocopying. The copy must be limited to one (1) article of a periodical issue or a small part of other material, unless the library finds that the copyrighted work cannot be obtained elsewhere at a fair price. In the latter circumstance, the entire work may be copied. In any case, the copy shall contain the notice of copyright, and the student or staff member shall be notified that the copy is to be used only for private study, scholarship, or research. Any other use may subject the person to liability for copyright infringement.

At the request of the teacher, copies may be made for reserve use. The same limits apply as for single or multiple copies designated in "Authorized Reproduction and Use of Copyrighted Material in Print."

#### Authorized Reproduction and Use of Copyrighted Music or Dramatic Works

Teachers may:

- Make a single copy of a song, movement, or short section from a printed musical or dramatic work that is unavailable except in a larger work for purposes of preparing for instruction;

- Make multiple copies for classroom use of an excerpt of not more than 10% of a printed musical work if it is to be used for academic purposes other than performance, provided that the excerpt does not comprise a part of the whole musical work which would constitute a performable unit such as a complete section, movement, or song;
- In an emergency, a teacher may make and use replacement copies of printed music for an imminent musical performance when the purchased copies have been lost, destroyed or are otherwise not available.
- Make and retain a single recording of student performances of copyrighted material when it is made for purposes of evaluation or rehearsal;
- Make and retain a single copy of excerpts from recordings of copyrighted musical works for use as aural exercises or examination questions; and,
- Edit or simplify purchased copies of music or plays provided that the fundamental character of the work is not distorted. Lyrics shall not be altered or added if none exist.

Performance by teachers or students of copyrighted musical or dramatic works is permitted without the authorization of the copyright owner as part of a teaching activity in a classroom or instructional setting. The purpose shall be instructional rather than for entertainment.

Performances of nondramatic musical works that are copyrighted are permitted without the authorization of the copyright owner, provided that:

- The performance is not for a commercial purpose;
- None of the performers, promoters or organizers are compensated; and,
- Admission fees are used for educational or charitable purposes only.

All other musical and dramatic performances require permission from the copyright owner. Parents or others wishing to record a performance should check with the sponsor to ensure compliance with copyright.

### Recording of Copyrighted Programs

Television programs, excluding news programs, transmitted by commercial and non-commercial television stations for reception by the general public without charge may be recorded off-air simultaneously with broadcast transmission (including simultaneous cable retransmission) and retained by a school for a period not to exceed the first forty-five (45) consecutive calendar days after date of recording. Upon conclusion of this retention period, all off-air recordings must be erased or destroyed immediately. Certain programming such as that provided on public television may be exempt from this provision; check with the teacher or the subscription database, e.g. unitedstreaming.

## USE OF INFORMATION RESOURCES REGULATION

Off-air recording may be used once by individual teachers in the course of instructional activities, and repeated once only when reinforcement is necessary, within a building, during the first 10 consecutive school days, excluding scheduled interruptions, in the 45 calendar day retention period. Off-air recordings may be made only at the request of and used by individual teachers, and may not be regularly recorded in anticipation of requests. No broadcast program may be recorded off-air more than once at the request of the same teacher, regardless of the number of times the program may be broadcast. A limited number of copies may be reproduced from each off-air recording to meet the legitimate needs of teachers. Each additional copy shall be subject to all provisions governing the original recording.

After the first ten consecutive school days, off-air recordings may be used up to the end of the 45 calendar day retention period only for evaluation purposes, i.e., to determine whether or not to include the broadcast program in the teaching curriculum. Permission must be secured from the publisher before the recording can be used for instructional purposes after the 10 day period.

Off-air recordings need not be used in their entirety, but the recorded programs may not be altered from their original content. Off-air recordings may not be physically or electronically combined or merged to constitute teaching anthologies or compilations. All copies of off-air recordings must include the copyright notice on the broadcast program as recorded.

#### Authorized Reproduction and Use of Copyrighted Computer Software

Schools have a valid need for high-quality software at reasonable prices. To assure a fair return to the authors of software programs, the school district shall support the legal and ethical issues involved in copyright laws and any usage agreements that are incorporated into the acquisition of software programs. To this end, the following guidelines shall be in effect:

- All copyright laws and publisher license agreements between the vendor and the school district shall be observed;
- Staff members shall take reasonable precautions to prevent copying or the use of unauthorized copies on school equipment;
- A back-up copy shall be purchased, for use as a replacement when a program is lost or damaged. If the vendor is not able to supply a replacement, the school district shall make a back-up copy that will be used for replacement purposes only;
- A copy of the software license agreement shall be retained by the, *[board secretary, technology director or teacher-librarian - choose all that apply or add others]*; and
- A computer program may be adapted by adding to the content or changing the language. The adapted program may not be distributed.

#### Fair Use Guidelines for Educational Multimedia

Students may incorporate portions of copyrighted materials in producing educational multimedia projects such as videos, Power Points, podcasts and web sites for a specific course, and may perform, display or retain the projects.

### USE OF INFORMATION RESOURCES REGULATION

Educators may perform or display their own multimedia projects to students in support of curriculum-based instructional activities. These projects may be used:

- In face-to-face instruction;
- In demonstrations and presentations, including conferences;
- In assignments to students;
- For remote instruction if distribution of the signal is limited;
- Over a network that cannot prevent duplication for fifteen days, after fifteen days a copy may be saved on-site only; or,
- In their personal portfolios.

Educators may use copyrighted materials in a multimedia project for two years, after that permission must be requested and received.

The following limitations restrict the portion of any given work that may be used pursuant of fair use in an educational multimedia project:

- Motion media: ten percent or three minutes, whichever is less;
- Text materials: ten percent or 1,000 words, whichever is less;
- Poetry: an entire poem of fewer than 250 words, but no more than three poems from one author or five poems from an anthology. For poems of greater than 250 words, excerpts of up to 250 words may be used, but no more than three excerpts from one poet or five excerpts from an anthology;
- Music, lyrics and music video: Up to ten percent, but no more than thirty seconds. No alterations that change the basic melody or fundamental character of the work;
- Illustrations, cartoons and photographs: No more that five images by an artist, and no more than ten percent or fifteen images whichever is less from a collective work;
- Numerical data sets: Up to ten percent or 2,500 field or cell entries, whichever is less;

Fair use does not include posting a student or teacher's work on the Internet if it includes portions of copyrighted materials. Permission to copy shall be obtained from the original copyright holder(s) before such projects are placed online. The opening screen of such presentations shall include notice that permission was granted and materials are restricted from further use.

#### Policy History:

Adopted on:

Reviewed on:

Revised on:

1 \_\_\_\_\_ **Elementary**

2

3 **INSTRUCTION**

2314

4

5 Learning Materials Review

6

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

10

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

14

15

16

17 Cross Reference: 1700 Uniform Complaint Procedure

18

19 Policy History:

20 Adopted on:

21 Reviewed on:

22 Revised on:

1 \_\_\_\_\_ **Elementary**

2  
3 **INSTRUCTION**

2320

4  
5 Field Trips, Excursions, and Outdoor Education

6  
7 The District 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 of  
9 the schools. Such trips can supplement and enrich classroom procedures by providing learning  
10 experiences in an environment beyond the classroom. The District also recognizes that field trips  
11 may result in lost learning opportunities in missed classes. Trustees do therefore endorse the use of  
12 field trips when the educational objectives achieved by the trip clearly outweigh any lost learning  
13 opportunities. The \_\_\_\_\_ has the authority to approve day field trips.

14  
15 Each field trip must be integrated with the curriculum and coordinated with classroom activities,  
16 which enhance its usefulness.

17  
18 No staff member may solicit students during instructional time for any privately-arranged field trip  
19 or excursion without Board permission.

20  
21 Field trips are defined as travel away from school premises, under the supervision of a teacher of  
22 an approved course of study, for the purpose of affording students a direct learning experience not  
23 available in the classroom. Overnight field trips require Board approval.

24  
25  
26  
27 Policy History:

28 Adopted on:

29 Reviewed on:

30 Revised on:

1 \_\_\_\_\_ **Elementary**

2  
3 **INSTRUCTION**

2330

4  
5 Controversial Issues and Academic Freedom

6  
7 The District will offer courses of study which will afford learning experiences appropriate to  
8 levels of student understanding. The instructional program respects the right of students to face  
9 issues, to have free access to information, to study under teachers in situations free from  
10 prejudice, and to form, hold, and express their own opinions without personal prejudice or  
11 discrimination.

12  
13 The teacher will guide discussions and procedures with thoroughness and objectivity to acquaint  
14 students with the need to recognize various points of view, importance of fact, value of good  
15 judgment, and the virtue of respect for conflicting opinions.

16  
17 The Board encourages and supports the concept of academic freedom, recognizing it as a  
18 necessary condition to aid in maintaining an environment conducive to learning and to the free  
19 exchange of ideas and information.

20  
21 In a study or discussion of controversial issues or materials, however, the Board directs teaching  
22 staff to take into account the following criteria:

- 23  
24 1. Relative maturity of students;  
25 2. District philosophy of education;  
26 3. Community standards, morals, and values;  
27 4. Necessity for a balanced presentation; and  
28 5. Necessity to seek administrative counsel and guidance in such matters.

29  
30  
31  
32 Legal Reference: Article X, Sec. 8, Montana Constitution - School district trustees  
33 § 20-3-324(16) and (17), MCA Powers and duties

34  
35 Policy History:

36 Adopted on:

37 Reviewed on:

38 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 are representatives of the District and must “navigate the narrow channel between  
23 impairing intellectual inquiry and propagating a religious creed.” They may not encourage,  
24 discourage, persuade, dissuade, sponsor, participate in, or discriminate against a religious activity  
25 or an activity because of its religious content. They must remain officially neutral toward  
26 religious expression.

27  
28 Graduation Ceremonies

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

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

39  
40 Baccalaureate Ceremonies

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



1  
2  
3  
4 any religious services.

5  
6 Assemblies, Extracurricular and Athletic Events  
7

8 District officials may not invite or permit members of the clergy, staff members, or outsiders to  
9 give prayers at school-sponsored assemblies and extracurricular or athletic events. District  
10 officials also may not organize or agree to student requests for prayer at assemblies and other  
11 school-sponsored events. Furthermore, prayer may not be broadcast over the school public  
12 address system, even if the prayer is nonsectarian, nonproselytizing, and initiated by students.  
13

14 Student Religious Expression and Assignments  
15

16 Students may express their individual religious beliefs in reports, tests, homework, and projects.  
17 Staff members should judge their work by ordinary academic standards, including substance,  
18 relevance, appearance, composition, and grammar. Student religious expression should neither  
19 be favored nor penalized.  
20

21 Religion in the Curriculum  
22

23 Staff members may teach students about religion in history, art, music, literature, and other  
24 subjects in which religious influence has been and continues to be felt. However, staff members  
25 may not teach religion or advocate religious doctrine or practice. The prohibition against  
26 teaching religion extends to curricular decisions which promote religion or religious beliefs.  
27

28 School programs, performances, and celebrations must serve an educational purpose. The  
29 inclusion of religious music, symbols, art, or writings is permitted, if the religious content has a  
30 historical or independent educational purpose which contributes to the objectives of the approved  
31 curriculum. School programs, performances, and celebrations cannot promote, encourage,  
32 discourage, persuade, dissuade, or discriminate against a religion or religious activity and cannot  
33 be oriented to religion or a religious holiday.  
34

35 Student Religious Groups  
36

37 Students may gather as non-curricular groups to discuss and promote religion in accordance with  
38 District Policy 3233.  
39

40 Distribution of Religious Literature  
41

42 Students may distribute religious literature to their classmates, subject to the same  
43 constitutionally acceptable restrictions the District imposes on distribution of other non-school  
44 literature. Outsiders may not distribute religious or other literature to students on school  
45 property, consistent with and pursuant to the District policy on solicitations (Policy 4321).  
46

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18

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.

- Cross Reference:     3550 – Student Clubs  
                           3233 - Student Use of Buildings  
                           3510 - School Sponsored Activities

Policy History:

- Adopted on:  
Reviewed on:  
Revised on:



1 \_\_\_\_\_ **Elementary**

2  
3 **INSTRUCTION**

2413

4  
5 Credit Transfer and Assessment for Placement

6  
7 Grades 1-8

8  
9 Requests from parents of students in non-accredited, nonpublic schools for placement in the  
10 District school system will be evaluated by the \_\_\_\_\_.

11  
12 The assessment will take into account the following in its recommendation for grade placement:

- 13  
14 1. Documentation that the non-accredited, nonpublic school has provided a comparable  
15 number of hours as the child would have attended in a public or private school;  
16  
17 2. That the child followed a similar curriculum as would have been provided in an  
18 accredited public or private school;  
19  
20 3. That the result of the end-of-the-year test indicates the student has mastered most  
21 prerequisite skills; and  
22

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

26  
27 The District is not obligated to provide instructional materials for other public or private schools.

28  
29 If a parent or guardian of a child is not in agreement with the placement of the child, he/she may  
30 request a hearing before the Board.

31  
32 Legal Reference: § 20-5-110, MCA School district assessment for placement of a child  
33 who enrolls from a nonaccredited, nonpublic school  
34

35 Policy History:

36 Adopted on:

37 Reviewed on:

38 Revised on:

1 \_\_\_\_\_ **Elementary**

2  
3 **INSTRUCTION**

2421

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, \_\_\_\_\_ 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 \_\_\_\_\_ **Elementary**

2  
3 **INSTRUCTION**

2450

4  
5 Recognition of Native American Cultural Heritage

6  
7 The District recognizes the distinct and unique cultural heritage of Native Americans and is  
8 committed in the District’s educational goals to the preservation of such heritage.

9  
10 In furtherance of the District’s educational goals, the District is committed to:

- 11
- 12 • Working cooperatively with Montana Tribes in close proximity to the District, when  
13 providing instruction, when implementing educational goals or adopting rules relating to  
14 education of students in the District;
- 15
- 16 • Periodically reviewing its curriculum to ensure the inclusion of cultural heritage of  
17 Native Americans, which will include but not necessarily be limited to:
  - 18
  - 19 • Considering methods by which to provide books and materials reflecting  
20 authentic historical and contemporary portrayals of Native Americans;
  - 21
  - 22 • Taking into account individual and cultural diversity and differences among  
23 students;
  - 24
  - 25 • Providing necessary training for school personnel, with the objective of gaining an  
26 understanding and awareness of Native American culture, which will assist the District’s  
27 staff in its relations with Native American students and parents.
  - 28

29 The Board may require certified staff to satisfy the requirements for instruction in American  
30 Indian studies, set forth in § 20-1-503, MCA.

31

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

37  
38 Policy History:

39 Adopted on:

40 Reviewed on:

41 Revised on:

1 \_\_\_\_\_ **Elementary**

2  
3 **INSTRUCTION**

2510

4  
5 School Wellness

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

- 9 • The School District will engage students, parents, teachers (especially teachers of physical  
10 education), food service professionals, school health professionals, and other interested  
11 community members in developing, implementing, monitoring, and reviewing District-wide  
12 nutrition and physical activity policies and procedures.
- 13 • All students in grades K-12 will have opportunities, support, and encouragement to be physically  
14 active on a regular basis.
- 15 • The School District will inform and update the public every three years, at a minimum, (including  
16 parents, students, and others in the community) about the content and implementation of the local  
17 wellness policies. The District will also measure periodically and make available to the public an  
18 assessment of the local wellness policy, including:
  - 19 • The extent to which schools are in compliance with the local wellness policy;
  - 20 • The extent to which the LEA’s local wellness policy compares to model local school  
21 wellness policies; and
  - 22 • The progress made in attaining the goals of the local wellness policy.
- 23 • Foods and beverages sold or served at school will meet the nutrition recommendations of the *U.S.*  
24 *Dietary Guidelines for Americans*.
- 25 • Qualified child nutrition professionals will provide students with access to a variety of affordable,  
26 nutritious, and appealing foods which meet the health and nutrition needs of students; will  
27 accommodate the religious, ethnic, and cultural diversity of the student body in meal planning;  
28 and will provide clean, safe, and pleasant settings and adequate time for students to eat.
- 29 • To the maximum extent practicable, all schools in the District will participate in available federal  
30 school meal programs, including the School Breakfast Program and the National School Lunch  
31 Program (including after-school snacks).
- 32 • Schools will provide nutrition education and physical education to foster lifelong habits of  
33 healthy eating and physical activity and will establish linkages between health education and  
34 school meal programs and with related community services.

35  
36 The \_\_\_\_\_ or his/her designee will develop procedures based on the following five (5)  
37 areas of requirement:

- 38 a. Nutrition Education and Promotion Goals
- 39 b. Physical Activity Goals
- 40 c. Nutrition Standards for All Foods and Beverages
- 41 d. Other School-Based Wellness Activities
- 42 e. Governance and Evaluation

43  
44 Legal Reference P.L. 108-265 Child Nutrition and WIC Reauthorization Act of 2004  
45 P.L. 111-296 The Healthy, Hunger-Free Kids Act of 2010

46 Policy History:

47 Adopted on:  
48 Reviewed on:  
49 Revised on:

\_\_\_\_\_ **ELEMENTARY**

**R = required**

**3000 SERIES  
STUDENTS**

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1                   **Elementary**

2  
3        **STUDENTS**

3110  
page 1 of 2

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 a resident of  
10       the District and 5 years of age or older on or before the tenth (10<sup>th</sup>) day of September of the  
11       school year in which the child is to enroll. Parents may request a waiver of the age requirement.  
12       All waivers are granted in the sole discretion of the Trustees. Non-resident students may be  
13       admitted at the discretion of the Trustees. Children will be enrolled in the grade identified in  
14       accordance with District policy or at the discretion of the of the administration in consultation  
15       with the student’s parents or guardians. The District requires proof of identity and an  
16       immunization record for every child to be admitted to District schools. The trustees may at their  
17       discretion assign and admit a child to a school in the district who is under 5 years of age if there  
18       are exceptional circumstances that merit waiving the age provision.

19  
20       School Entrance

- 21       1.       The District requires that a student’s parents, legal guardian, or legal custodian present  
22       proof of identity of the child<sup>1</sup> to the school within forty (40) days of enrollment, as well  
23       as proof of residence in the District. Students who are not residents of the District may  
24       apply for admission pursuant to Policy 3141.
- 25  
26       2.       To be admitted to District schools, in accordance with the Montana Immunization Law, a  
27       child must have been immunized against varicella, diphtheria, pertussis, tetanus,  
28       poliomyelitis, rubella, mumps, and measles in the manner and with immunizing agents  
29       approved by the department. Immunizations may not be required if a child qualifies for  
30       conditional attendance or an exemption is filed as provided by Montana law.
- 31  
32       3.       The above requirements are not to serve as barriers to immediate enrollment of students  
33       designated as homeless or foster children as required by the Every Student Succeeds Act  
34       (ESSA) and the McKinney-Vento Act as amended by ESSA. The District shall work  
35       with the local child welfare agency, the school last attended, or other relevant agencies to  
36       obtain necessary enrollment documentation and ensure a student receives education  
37       services in the best interests of the child. The County Superintendent or designee shall  
38       serve as point of contact with all applicable agencies to review records, facilitate services  
39       and resolve disputes.

40  
41       Placement

42       The District goal is to place students at levels and in settings that will increase the probability of  
43       student success. Developmental testing, together with other relevant criteria, including but not  
44       limited to health, maturity, emotional stability, and developmental disabilities, may be  
45       considered in the placement of all students. Final disposition of all placement decisions rests

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

with the \_\_\_\_\_, subject to review by the Board.

Transfer

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

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
	10.55.601, et seq., ARM	Accreditation Standards: Procedures

Procedure History:

Adopted on:

Reviewed on:

Revised on:

1 \_\_\_\_\_ **Elementary**

2  
3 **STUDENTS**

3120

4  
5 Compulsory Attendance

6  
7 To reach the goal of maximum educational benefits for every child requires a regular continuity of  
8 instruction, classroom participation, learning experiences, and study. Regular interaction of students with  
9 one another in classrooms and their participation in instructional activities under the tutelage of competent  
10 teachers are vital to the entire process of education. This established principle of education underlies and  
11 gives purpose to the requirement of compulsory schooling in every state in the nation. A student's regular  
12 attendance also reflects dependability and is a significant component of a student's permanent record.

13  
14 Parents or legal guardians or legal custodians are responsible for seeing that their children who are age  
15 seven (7) or older before the first (1<sup>st</sup>) day of school attend school until the later of the following dates:

- 16  
17 1. Child's sixteenth (16<sup>th</sup>) birthday; or  
18 2. Completion date of the work of eighth (8<sup>th</sup>) grade.

19  
20 The provisions above do not apply in the following cases:

- 21 (a) The child has been excused under one of the conditions specified in [20-5-102](#).  
22 (b) The child is absent because of illness, bereavement, or other reason prescribed by the policies of  
23 the trustees.  
24 (c) The child has been suspended or expelled under the provisions of [20-5-202](#).

25  
26 Compulsory attendance stated above will not apply when children:

- 27  
28 1. Are provided with supervised correspondence or home study; or  
29 2. Are excused because of a determination by a district judge that attendance is not in the best  
30 interests of the child; or  
31 3. Are enrolled in a non-public or home school; or  
32 4. Are enrolled in a school in another district or state; or  
33 5. Are excused by the Board on a determination that attendance after age of sixteen (16) is not in the  
34 best interests of the child and the school.

35  
36 Legal Reference:           § 20-1-308, MCA           Religious instruction released time program  
37                                   § 20-5-101, MCA           Admittance of child to school  
38                                   § 20-5-102, MCA           Compulsory enrollment and excuses  
39                                   § 20-5-103, MCA           Compulsory attendance and excuses  
40                                   § 20-5-104, MCA           Attendance officer  
41                                   § 20-5-106, MCA           Truancy  
42                                   § 20-5-107, MCA           Incapacitated and indigent child attendance  
43                                   § 20-5-108, MCA           Tribal agreement with district for Indian child  
44   compulsory attendance and other agreements  
45                                   § 20-5-202, MCA           Suspension and Expulsion

46  
47 Procedure History:

48 Adopted on:  
49 Reviewed on:  
50 Revised on:

1 \_\_\_\_\_ **Elementary**

2  
3 **STUDENTS**

3121

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 be diligent  
9 in maintaining such records.

10  
11 A district may only include, for ANB purposes, an enrolled student who is:

- 12
- 13 • A resident of the district or a nonresident student admitted by trustees under a student attendance
- 14 agreement and who is attending a school of the district;
- 15 • Unable to attend school due to a medical reason certified by a medical doctor and receiving
- 16 individualized educational services supervised by the district, at district expense, at a home or
- 17 facility that does not offer an educational program;
- 18 • Unable to attend school due to the student’s incarceration in a facility, other than a youth
- 19 detention center, and who is receiving individualized educational services supervised by the
- 20 district, at district expense, at a home or facility that does not offer an educational program;
- 21 • Living with a caretaker relative under § 1-1-215, MCA;
- 22 • Receiving special education and related services, other than day treatment, under a placement by
- 23 the trustees at a private nonsectarian school or private program if the student’s services are
- 24 provided at the district’s expense under an approved individual education plan supervised by the
- 25 district;
- 26 • Receiving education services, provided by the district, using appropriately licensed district staff at
- 27 a private residential program or private residential facility licensed by the Department of Public
- 28 Health and Human Services;
- 29

30 In order for a student who is served through distance learning or offsite delivery methods to be included  
31 in the calculation of average number belonging, the student must meet the residency  
32 requirements for that district; live in the district, and must be eligible for educational services under the  
33 Individuals with Disabilities Education Act or under 29 U.S.C. 794; or attend school in the district under  
34 a mandatory attendance agreement as provided in § 20-9-707, MCA.

35  
36 Homeless Youth and Foster Children

37  
38 Assignment to schools shall be subject to modification when federal law applicable to students placed in  
39 foster care or students who are homeless requires that such students be educated in a “school of origin”  
40 that differs from the assigned school.

41	42 Legal Reference:	43 § 1-1-215, MCA	44 Residence – rules for determining
		45 29 U.S.C. 794	46 Nondiscrimination under Federal grants
			47 and programs
		48 34 CFR 300.1, et seq.	49 Assistance to states for the education of children with
			50 disabilities

47 Procedure History:

48 Adopted on:  
49 Reviewed on:  
50 Revised on:

1 \_\_\_\_\_ **Elementary**

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 181 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 Enrollment in a program for fewer than 180 aggregate hours of pupil instruction per school year  
28 may not be included for ANB purposes, unless the pupil has demonstrated proficiency in the  
29 content ordinarily covered by the instruction as determined by the school board using district  
30 assessments. The ANB must be converted to an hourly equivalent based on the hours of  
31 instruction ordinarily provided for the content over which the student has demonstrated  
32 proficiency. 20-9-311(4)(d).  
33

34 Homebound Students

35  
36 Students who are receiving instructional services, who were in the education program and, due to  
37 medical reasons certified by a medical doctor, are unable to be present for pupil instruction, may  
38 be counted as enrolled for ANB purposes, if the student:

- 39
- 40 a) Is enrolled and is currently receiving organized and supervised pupil instruction;
  - 41
  - 42 b) Is in a home or facility which does not offer a regular educational program; and
  - 43
  - 44 c) Has instructional costs during the absence, which are financed by the District’s general  
45 fund.
  - 46

1  
2  
3  
4 If a homebound student does not meet the criteria set forth above, the District may request a  
5 variance through the Office of Public Instruction, for consideration of the student in the  
6 enrollment count for ANB purposes beyond the tenth (10<sup>th</sup>) day of absence.  
7

8 Attendance Accounting  
9

10 Days present and absent for every student are to be recorded for the purpose of informing parents  
11 of a student's attendance record.  
12

13 On the first (1<sup>st</sup>) Monday in October and the first (1<sup>st</sup>) Monday in February, the number of all  
14 enrolled students (whether present or absent) by grade level and class will be recorded on the  
15 forms provided by the District. Special education children who are enrolled in special programs  
16 sixteen (16) hours or more a week will be listed separately. The Director of Special Education  
17 should be contacted to verify this count. Monthly student counts of enrolled children by grade  
18 and classroom will be provided by the office.  
19  
20  
21

22 Legal Reference:      10.20.102, ARM      Calculation of Average Number Belonging (ANB)  
23                              20-1-101, MCA              Definitions  
24

25 Procedure History:

26 Adopted on:

27 Reviewed on:

28 Revised on:

1 \_\_\_\_\_ **Elementary**

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  
25 Procedure History:

26 Adopted on:

27 Reviewed on:

28 Revised on:

1 \_\_\_\_\_ **Elementary**

2  
3 **STUDENTS**

3123

4  
5 Attendance Policy - Truancy

6  
7 Students are expected to attend all assigned classes each day. Teachers shall keep a record of  
8 absence and tardiness. Before the end of the school day, each school shall attempt to contact  
9 every parent, guardian, or custodian whose child is absent from school but who has not reported  
10 the child as absent for the school day, to determine whether the parent, guardian, or custodian is  
11 aware of the child’s absence from school.

12  
13 For the purpose of this policy “truant” or “truancy” means the persistent non-attendance without  
14 excuse, as defined by this policy, for all or any part of a school day equivalent to the length of  
15 one class period of a child required to attend a school under 20-5-103. “Habitual truancy” means  
16 recorded unexcused absences of 9 or more days or 54 or more parts of a day, whichever is less,  
17 in 1 school year.

18  
19 The District’s definition of non-attendance without excuse is stated in the student handbook.

20  
21 The District has appointed the \_\_\_\_\_ as the attendance officer.

22  
23

24	Legal Reference:	§ 20-5-103, MCA	Compulsory attendance and excuses
25		§ 20-5-104, MCA	Attendance officer
26		§ 20-5-105, MCA	Attendance officer – powers and duties
27		§ 20-5-106, MCA	Truancy
28		§ 20-5-107, MCA	Incapacitated and indigent child attendance
29		§ 41-5-103(22), MCA	Definitions

30 Procedure History:

31 Adopted on:

32 Reviewed on:

33 Revised on:



1 \_\_\_\_\_ **Elementary**

2  
3 **STUDENTS**

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4  
5 Military Compact Waiver

6  
7 The State of Montana is one of numerous states across the country that is a member of the  
8 Interstate Compact on Educational Opportunity for Military Children. As a school district within  
9 the State of Montana subject to the laws of the State of Montana, the District shall follow the  
10 requirements of the Compact for students who enroll at the District for whom the Compact  
11 applies.

12  
13 Purpose

14  
15 The purpose of the Interstate Compact on Educational Opportunity for Military Children is to  
16 remove barriers to educational success for children of military families due to frequent relocation  
17 and deployment of their parents. The Compact facilitates educational success by addressing  
18 timely student enrollment, student placement, qualification and eligibility for programs  
19 (curricular, co-curricular, and extra-curricular), timely graduation, and the facilitation of  
20 cooperation and communication between various member states' schools.

21  
22 Applicability

23  
24 This Compact applies only to children of:

- 25  
26 1. Active duty members of the uniformed services as defined in the Compact, including  
27 member of the national guard and reserve on active duty orders pursuant to 10 U.S.C.,  
28 12301(d) and 12304;  
29  
30 2. Members of the veterans of the uniformed services who are severely injured and  
31 medically discharged or retired for a period of 1 year after medical discharge or  
32 retirement; and  
33  
34 3. Members of the uniformed services who die on active duty or as a result of injuries  
35 sustained on active duty for a period of 1 year after death.

36  
37 Educational Records and Enrollment

- 38  
39 1. **Hand Carried/Unofficial Educational Records:** In the event that official educational  
40 records cannot be released to a parent for the purpose of school transfer, the custodian of  
41 records from the sending school shall prepare and furnish to the parent a complete set of  
42 unofficial educational records containing uniform information as determined by the  
43 Interstate Commission.  
44  
45  
46

1  
2  
3  
4 Upon receipt of the unofficial educational records, the District shall enroll and  
5 appropriately place the student based upon the information the school receives in the  
6 unofficial educational records, pending validation by the official records, as soon as  
7 possible.  
8

- 9  
10 2. **Official Educational Records/Transcripts:** At the time of enrollment and conditional  
11 placement of a qualifying student at the District, the District shall request the student's  
12 official educational records from their last school of attendance.

13 A school receiving such a request shall process the official educational records request  
14 and furnish such within a period of ten (10) days, or within the timeline determined to be  
15 reasonable by the Interstate Commission.  
16

- 17 3. **Immunizations:** The District shall provide a period of thirty (30) days from the date of  
18 enrollment, or such other time frame as determined by the rules of the Interstate  
19 Commission, within which students may obtain any immunizations required by the  
20 District. Where the District's requirements include a series of immunizations, initial  
21 vaccinations must be obtained within thirty (30) days, or within the timeline determined  
22 to be reasonable by the Interstate Commission.  
23

- 24 4. **Kindergarten and First Grade Entrance Age:** Students shall be allowed to continue  
25 their enrollment at grade level at the District, commensurate with their grade level from  
26 their receiving school, including kindergarten, at the time of transition. However, the  
27 provisions of Montana Code 20-5-101 regarding trustees enrolling a child in kindergarten  
28 or in first grade whose fifth (5<sup>th</sup>) or sixth (6<sup>th</sup>) birthday occurs on or before the tenth (10<sup>th</sup>)  
29 day of September of the school year in which the child is to enroll but is not yet 19 years  
30 of age, shall continue to apply.  
31

32 A student who has satisfactorily completed the prerequisite grade level in the sending  
33 school shall be eligible for enrollment in the next highest grade level in the District, at the  
34 receiving school, regardless of age.  
35

36 A student who is transferring into the District after the start of the school year shall enter  
37 the District on the student's validated grade level from an accredited school in the  
38 sending state.  
39

#### 40 Placement and Attendance

- 41  
42 1. **Course Placement:** Upon transfer of a qualifying student, the receiving District shall  
43 place the student in courses consistent with the student's courses in the sending school  
44 and/or the school's educational assessments.  
45  
46

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 \_\_\_\_\_ 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 Staff to visit with his or her parent/legal guardian relative to such leave or deployment of the parent/guardian.

1  
2  
3 Eligibility  
4

- 5 **1. Eligibility for Enrollment:** A Special Power of Attorney pertaining to the guardianship  
6 of a student of a military family and executed under applicable law shall be sufficient for  
7 the purposes of enrollment and all other actions requiring parental participation and  
8 consent.  
9

10 The receiving District shall not charge tuition to a transitioning military student placed in  
11 the care of a noncustodial parent or other person standing in loco parentis who lives in a  
12 jurisdiction other than that of the custodial parent.  
13

14 A transitioning military student, placed in the care of a noncustodial parent or other  
15 person standing in loco parentis who lives in a jurisdiction other than that of the custodial  
16 parent, may continue to attend the school in which he or she was enrolled when residing  
17 with the custodial parent.  
18

- 19 **2. Eligibility for Extra-Curricular Activity Participation:** The District shall facilitate the  
20 opportunity for transitioning military students' inclusion in extracurricular activities,  
21 regardless of application deadlines, to the extent the student is otherwise qualified.  
22

23 Graduation  
24

25 In order to facilitate the on-time graduation of children of military families, the receiving District  
26 shall incorporate the following procedure:  
27

- 28 **1. Graduation Course Requirements – Waiver:** The receiving District's Administration,  
29 or designee, shall waive specific courses that are required for graduation if similar  
30 coursework has been satisfactorily completed at another school.  
31

32 If the District does not waive the specific course requirement for graduation, the District  
33 shall provide a reasonable justification for the denial. This justification shall be provided  
34 to the parent/legal guardian in writing.  
35

36 If the receiving District does not waive the specific course requirement for graduation  
37 and the student would have otherwise qualified to graduate from the sending school, the  
38 receiving District shall provide an alternative means of acquiring required course work to  
39 ensure that the student's graduation will occur on time.  
40

- 41 **2. Exit Exams:** In lieu of testing requirements required for graduation at the receiving  
42 District, the District and the State of Montana shall accept any or all of the following:  
43

- 44 A. Exit exams or end-of-course exams required for graduation from the sending  
45 school;  
46 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:	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
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Procedure History:

Adopted on:  
Reviewed on:  
Revised on:

1 \_\_\_\_\_ **Elementary**

2  
3 **STUDENTS**

3125

4  
5 Education of Homeless Children

6  
7 Every child of a homeless individual and every homeless child are entitled to equal access to the same  
8 free, appropriate public education as provided to other students. The District must assign and admit a  
9 child who is homeless to a District school regardless of residence and irrespective of whether the  
10 homeless child is able to produce records normally required for enrollment. The District may not require  
11 an out-of-District attendance agreement and tuition for a homeless child.

12  
13 The Board of Trustees will review and revise as necessary rules or procedures that may be barriers to  
14 enrollment of homeless children and youths. In reviewing and revising such procedures, the Board of  
15 Trustees will consider issues of transportation, immunization, residence, birth certificates, school records,  
16 and other documentation.

17  
18 Homeless students will have access to services comparable those offered to other students, including but  
19 not limited to:

- 20  
21 1. Transportation services;  
22 2. Educational services for which a student meets eligibility criteria (e.g., Title I);  
23 3. Educational programs for children with disabilities and limited English proficiency;  
24 4. Programs in vocational and technical education;  
25 5. Programs for gifted and talented students; and  
26 6. School nutrition program.

27  
28 The District will give special attention to ensuring the enrollment and attendance of homeless children  
29 and youths not currently attending school. The District will appoint a liaison for homeless children. A  
30 “homeless individual” is defined as provided in the McKinney Homeless Assistance Act.

31  
32 Anyone having a concern or complaint regarding placement or education of a homeless child will first  
33 present it orally and informally to the District homeless liaison. To further ensure that the District is  
34 removing barriers to the educational access and success of children and youths who are homeless, and to  
35 ensure that Title 1 funding is expended in an appropriate manner, the District has adopted the dispute  
36 resolution form at 3125F.

37  
38 Cross Reference: 1700 Uniform Complaint Procedure

39  
40 Legal Reference: 42 U.S.C. § 11431, et seq. McKinney Homeless Assistance Act  
41 § 20-5-101, MCA Admittance of child to school

42  
43 Policy History:

44 Adopted on:

45 Reviewed on:

46 Revised on:

1 \_\_\_\_\_ **Elementary**

2  
3 **STUDENTS**

3141  
page 1 of 2

4  
5 Discretionary Nonresident Student Attendance Policy

- 6
- 7 1. Except as required by § 20-5-321, MCA, the District will admit nonresident students at  
8 its discretion.
  - 9
  - 10 2. The \_\_\_\_\_ will recommend to the Board any nonresident student admission in  
11 accordance with this policy, with the Board making the final decision on admission.  
12
  - 13 3. The District will examine a student’s records from this district and other school districts  
14 before any Board approval for admission. Review of the records and decisions regarding  
15 admission cannot be inconsistent with district policies regarding nondiscrimination.  
16
  - 17 4. The District will not admit nonresident students when doing so would cause the district  
18 to exceed the class size standards under 10.55.712 and 10.55.713, ARM.  
19
  - 20 5. Every nonresident student who attends District schools must reapply for admission for  
21 the succeeding school year by June 15. Admission in one school year does not infer or  
22 guarantee admission in subsequent years.  
23
  - 24 6. Nonresident students enrolled under this policy are subject to all district policies, rules,  
25 regulations on the same basis as resident students.  
26
  - 27 7. All resident students who become nonresidents because their parents or guardians move  
28 out of the District may continue attendance for the school year, barring registration in  
29 another District. At the completion of the school year, a student must apply as a  
30 nonresident student in accordance with #5.  
31
  - 32 8. The Board will not admit any student who is expelled from another school district.  
33
  - 34 9. All nonresident students will be considered ineligible transportees for school  
35 transportation services (§ 20-10-101, MCA).  
36
  - 37 10. Nonresident students enrolled under this policy are subject to all district policies, rules,  
38 regulations on the same basis as resident students.  
39

- 40 Cross Reference: Policy 2161 – 2161P Special Education  
41 Policy 3110 Entrance, Placement, and Transfer  
42 Policy 3125 Education of Homeless Children  
43 Policy 3210 Equal Education, Nondiscrimination and Sex  
44 Equity  
45 Legal Reference: § 20-5-314, MCA Reciprocal attendance agreement with adjoining  
46

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	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
10.10.301B, ARM	Out-of-District Attendance Agreements
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:



2  
3 **STUDENTS**

3210

4  
5 Equal Educational Opportunity, Nondiscrimination, and Sex Equity

6  
7 The District will make equal educational opportunities available for all students without regard  
8 to race, color, national origin, ancestry, sex, ethnicity, language barrier, religious belief, physical  
9 or mental handicap or disability, economic or social condition, actual or potential marital or  
10 parental status, **(OPTIONAL - additional optional provision noted below if not previously**  
11 **adopted)** No student will be denied equal access to programs, activities, services, or benefits or  
12 be limited in the exercise of any right, privilege, or advantage, or denied equal access to  
13 educational and extracurricular programs and activities.

14  
15 Inquiries regarding sexual harassment, sex discrimination, or sexual intimidation should be  
16 directed to the District Title IX Coordinator, to the Assistant Secretary for Civil Rights of the  
17 Department of Education, or both. The Board designates the following individual to serve as the  
18 District’s Title IX Coordinator:

19  
20 Title: \_\_\_\_\_  
21 Office address: \_\_\_\_\_  
22 Email: \_\_\_\_\_  
23 Phone number: \_\_\_\_\_  
24

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

28  
29 Title: \_\_\_\_\_  
30 Office address: \_\_\_\_\_  
31 Email: \_\_\_\_\_  
32 Phone number: \_\_\_\_\_  
33

34 Any individual may file a complaint alleging violation of this policy, Policy 3200-Student Rights  
35 and Responsibilities, Policy 3225/3225P-Sexual Harassment, or Policy 3226-  
36 Bullying/Harassment/Intimidation/Hazing by following those policies or Policy 1700-Uniform  
37 Complaint Procedure.

38  
39 The District, in compliance with federal regulations, will notify annually all students, parents,  
40 staff, and community members of this policy and the designated coordinator to receive inquiries.  
41 This annual notification will include the name and location of the coordinator and will be  
42 included in all handbooks.

43  
44 The District will not tolerate hostile or abusive treatment, derogatory remarks, or acts of violence  
45 against students, staff, or volunteers with disabilities. The District will consider such behavior as  
46 constituting discrimination on the basis of disability, in violation of state and federal law.



1 \_\_\_\_\_ **Elementary**

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 \_\_\_\_\_ 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 Freedom of Expression

24  
25 The free expression of student opinion is an important part of education in a democratic society.  
26 Students' verbal and written expression of opinion on school premises is to be encouraged so  
27 long as it does not substantially disrupt the operation of the school.

28  
29 The \_\_\_\_\_ shall develop guidelines assuring that students are able to enjoy free  
30 expression of opinion while maintaining orderly conduct of the school.

31  
32 Students shall enjoy the privilege of free verbal and written expression providing such  
33 expressions are not obscene, libelous or profane; do not violate an individual's rights to privacy;  
34 or do not advocate violation of school rules. The \_\_\_\_\_ shall have the authority to  
35 monitor student verbal and written expression. Students who violate the standards for verbal and  
36 written expression shall be subject to corrective action or punishment.

37  
38  
39 Policy History:

40 Adopted on:

41 Reviewed on:

42 Revised on:

1 \_\_\_\_\_ **Elementary**

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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 The \_\_\_\_\_ shall establish procedures for the monitoring of student dress and grooming  
15 in school or while engaging in extracurricular activities.

16  
17 If the student's dress or grooming violates the provision of this policy, his/her \_\_\_\_\_  
18 shall request the student to make appropriate corrections. If the student refuses, the  
19 \_\_\_\_\_ shall notify the parents and request that the parent and the student make the  
20 appropriate necessary corrections. If both the student and the parent refuse, the \_\_\_\_\_  
21 shall take appropriate action.

22  
23 Students attending public events sponsored by the school district are permitted to honor their  
24 American Indian heritage through the display of culturally significant tribal regalia at a public  
25 event sponsored by the school district. Any item that promotes drug use, weapon use, threats of  
26 violence, sexual harassment, bullying, or other intimidation, or violates another district policy,  
27 state, or federal law may not be worn at a public event sponsored by the school district.

28  
29  
30  
31 Legal Reference: SB 319-Chapter 229 Tribal regalia and objects of cultural significance –  
32 allowed at public events

33  
34 Policy History:

35 Adopted on:

36 Reviewed on:

37 Revised on:

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3 **STUDENTS**

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  
46 harassment, the individual may report the allegations to the building principal or superintendent  
47 or other unbiased school official.

#### Retaliation Prohibited

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

#### Confidentiality

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

#### Notice Requirements

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

#### Training Requirements

The District ensures that Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, receives training on the definition of sexual harassment, the scope of the District's education program or activity, how to conduct an investigation and grievance process including hearings, appeals and informal resolution processes, when applicable, and how to serve impartially including by avoiding prejudgment of the facts at issue, conflicts of interest and bias. The District also ensures that decision-makers and investigators receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual

behavior are not relevant as set forth in the formal procedures that follow, and training on any technology to be used at a live hearing, if applicable. Investigators also receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence. All materials used to train individuals who receive training under this section must not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints of sexual harassment and are made publicly available on the District's website.

### Conflict of Interest and Bias

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

### Determination of Responsibility

The individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment is presumed not responsible for alleged conduct. A determination regarding responsibility will be made by the decision-maker at the conclusion of the investigation in accordance with the process outlined in Policy 3225P. No disciplinary sanctions will be imposed unless and until a final determination of responsibility is reached.

Cross Reference: Policy 3210 - Equal Education, Nondiscrimination and Sex Equity  
Policy 3225P – Sexual Harassment Procedures

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

### Policy History:

Adopted on:

Reviewed on:

Revised on:

2  
3 **STUDENTS**

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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  
47 discrimination process for investigation.



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4 The District treats individuals who are alleged to be the victim (Complainant) and perpetrator  
5 (Respondent) of conduct that could constitute sexual harassment equitably by offering supportive  
6 measures. Supportive measures are designed to restore or preserve equal access to the District's  
7 education program or activity without unreasonably burdening the other party, including  
8 measures designed to protect the safety of all parties or the District's educational environment, or  
9 deter sexual harassment. Supportive measures may include counseling, extensions of deadlines  
10 or other course-related adjustments, modifications of work or class schedules, mutual restrictions  
11 on contact between the parties, leaves of absence, increased security and monitoring of certain  
12 areas of the District's property, campus escort services, changes in work locations and other  
13 similar measures.  
14

15 The Title IX Coordinator is responsible for coordinating the effective implementation of  
16 supportive measures. Upon the receipt of a complaint, the Title IX Coordinator must promptly  
17 contact the Complainant to discuss the availability of supportive measures, consider the  
18 Complainant's wishes with respect to supportive measures, inform the Complainant of the  
19 availability of supportive measures with or without the filing of a formal complaint, and explain  
20 to the Complainant the process for filing a formal complaint. If the District does not provide the  
21 Complainant with supportive measures, then the District must document the reasons why such a  
22 response was not clearly unreasonable in light of the known circumstances.  
23

#### 24 Timelines

25  
26 The District has established reasonably prompt time frames for the conclusion of the grievance  
27 process, including time frames for filing and resolving appeals and informal resolution processes.  
28 The grievance process may be temporarily delayed or extended for good cause. Good cause may  
29 include considerations such as the absence of a party, a party's advisor, or a witness; concurrent  
30 law enforcement activity; or the need for language assistance or accommodation of disabilities.  
31 In the event the grievance process is temporarily delayed for good cause, the District will provide  
32 written notice to the Complainant and the Respondent of the delay or extension and the reasons  
33 for the action.  
34

#### 35 Response to a Formal Complaint

36  
37 At the time of filing a formal complaint, a Complainant must be participating in or attempting to  
38 participate in the education program or activity of the District with which the formal complaint is  
39 filed. A formal complaint may be filed with the Title IX Coordinator in person, by mail, by  
40 electronic mail, or other means designated by the District.  
41

42 The District must follow the formal complaint process before the imposition of any disciplinary  
43 sanctions or other actions that are not supportive measures. However, nothing in this policy  
44 precludes the District from removing a Respondent from the District's education program or  
45 activity on an emergency basis, provided that the District undertakes an individualized safety and  
46 risk analysis, determines that an immediate threat to the physical health or safety of any student

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5 or other individual arising from the allegations of sexual harassment justifies removal, and  
6 provides the Respondent with notice and an opportunity to challenge the decision immediately  
7 following the removal. A period of removal may include the opportunity for the student to  
8 continue instruction in an offsite capacity. The District may also place a non-student employee  
9 Respondent on administrative leave during the pendency of the grievance process. This  
10 provision may not be construed to modify any rights under the Individuals with Disabilities  
11 Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities  
12 Act.

13  
14 Upon receipt of a formal complaint, the District must provide written notice to the known parties  
15 including:

- 16  
17 1. Notice of the allegations of sexual harassment, including information about the  
18 identities of the parties involved in the incident, the conduct allegedly constituting  
19 sexual harassment, the date and location of the alleged incident, and any sufficient  
20 details known at the time. Such notice must be provided with sufficient time to  
21 prepare a response before any initial interview;
- 22  
23 2. An explanation of the District's investigation procedures, including any informal  
24 resolution process;
- 25  
26 3. A statement that the Respondent is presumed not responsible for the alleged  
27 conduct and that a determination regarding responsibility will be made by the  
28 decision-maker at the conclusion of the investigation;
- 29  
30 4. Notice to the parties that they may have an advisor of their choice who may be, but  
31 is not required to be, an attorney, and may inspect and review any evidence; and  
32
- 33 5. Notice to the parties of any provision in the District's code of conduct or policy that  
34 prohibits knowingly making false statements or knowingly submitting false  
35 information.

36  
37 If, in the course of an investigation, the District decides to investigate allegations about the  
38 Complainant or Respondent that are not included in the notice initially provided, notice of the  
39 additional allegations must be provided to known parties.

40  
41 The District may consolidate formal complaints as to allegations of sexual harassment against  
42 more than one Respondent, or by more than one Complainant against one or more Respondents,  
43 or by one party against the other party, where the allegations of sexual harassment arise out of  
44 the same facts or circumstances.

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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

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5 person in the United States, then the District must dismiss the formal complaint with regard to  
6 that conduct for purposes of sexual harassment under this policy.  
7

8 The Title IX Coordinator also may dismiss the formal complaint or any allegations therein at any  
9 time during the investigation or hearing, if applicable, when any of the following apply:  
10

- 11 1. a Complainant provides written notification to the Title IX Coordinator that the  
12 Complainant would like to withdraw the formal complaint or any allegations therein;  
13
- 14 2. the Respondent is no longer enrolled or employed by the District or;  
15
- 16 3. specific circumstances prevent the District from gathering evidence sufficient to reach a  
17 determination as to the formal complaint or allegations therein.  
18

19 Upon dismissal, the Title IX Coordinator promptly sends written notice of the dismissal and the  
20 reasons for dismissal simultaneously to both parties.  
21

#### 22 Evidence Review 23

24 The District provides both parties an equal opportunity to inspect and review any evidence  
25 obtained as part of the investigation so that each party can meaningfully respond to the evidence  
26 prior to the conclusion of the investigation. The evidence provided by the District must include  
27 evidence that is directly related to the allegations in the formal complaint, evidence upon which  
28 the District does not intend to rely in reaching a determination regarding responsibility, and any  
29 inculpatory or exculpatory evidence whether obtained from a party or other source. Prior to  
30 completion of the investigative report, the Title IX Coordinator must send to each party and the  
31 party's advisor, if any, the evidence subject to inspection and review in an electronic format or a  
32 hard copy. The parties have 10 calendar days to submit a written response to the Title IX  
33 Coordinator, which the investigator will consider prior to completion of the investigative report.  
34

#### 35 Investigative Report 36

37 The investigator must prepare an investigative report that fairly summarizes relevant evidence  
38 and send the report to the Title IX Coordinator. The Title IX Coordinator must send to each  
39 party and the party's advisor, if any, the investigative report in an electronic format or a hard  
40 copy, for their review and written response. The parties have 10 calendar days to submit a  
41 written response to the Title IX Coordinator.  
42

#### 43 Decision-Maker's Determination 44

45 The investigative report is submitted to the decision-maker. The decision-maker cannot be the  
46 same person(s) as the Title IX Coordinator or the investigator. The decision-maker cannot hold a  
47

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4 hearing or make a determination regarding responsibility until 10 calendar days from the date the  
5 Complainant and Respondent receive the investigator's report.  
6

7 Prior to reaching a determination regarding responsibility, the decision-maker must afford each  
8 party the opportunity to submit written, relevant questions that a party wants asked of any party  
9 or witness, provide each party with the answers, and allow for additional, limited follow-up  
10 questions from each party. Questions and evidence about the Complainant's sexual  
11 predisposition or prior sexual behavior are not relevant, unless such questions and evidence  
12 about the Complainant's prior sexual behavior are offered to prove that someone other than the  
13 Respondent committed the conduct alleged by the Complainant, or if the questions and evidence  
14 concern specific incidents of the Complainant's prior sexual behavior with respect to the  
15 Respondent and are offered to prove consent. Questions must be submitted to the Title IX  
16 Coordinator within three calendar days from the date the Complainant and Respondent receive  
17 the investigator's report.  
18

19 The decision-maker must issue a written determination regarding responsibility based on a  
20 preponderance of the evidence standard. The decision-maker's written determination must:  
21

- 22 1. Identify the allegations potentially constituting sexual harassment;
- 23
- 24 2. Describe the procedural steps taken, including any notifications to the parties,  
25 interviews with parties and witnesses, site visits, methods used to gather evidence, and  
26 hearings held;  
27
- 28 3. Include the findings of fact supporting the determination;
- 29
- 30 4. Draw conclusions regarding the application of any District policies and/or code of  
31 conduct rules to the facts;  
32
- 33 5. Address each allegation and a resolution of the complaint including a determination  
34 regarding responsibility, the rationale therefor, any recommended disciplinary  
35 sanction(s) imposed on the Respondent, and whether remedies designed to restore or  
36 preserve access to the educational program or activity will be provided by the District  
37 to the Complainant; and  
38
- 39 6. The procedures and permissible bases for the Complainant and/or Respondent to appeal  
40 the determination.  
41

42 A copy of the written determination must be provided to both parties simultaneously, and  
43 generally will be provided within 60 calendar days from the District's receipt of a formal  
44 complaint.  
45  
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4 The determination regarding responsibility becomes final either on the date that the District  
5 provides the parties with the written determination of the result of the appeal, if an appeal is  
6 filed, or if an appeal is not filed, the date on which an appeal would no longer be considered  
7 timely.  
8

9 Where a determination of responsibility for sexual harassment has been made against the  
10 Respondent, the District will provide remedies to the Complainant that are designed to restore or  
11 preserve equal access to the District's education program or activity. Such remedies may include  
12 supportive measures; however, remedies need not be non-disciplinary or non-punitive and need  
13 not avoid burdening the Respondent. The Title IX Coordinator is responsible for effective  
14 implementation of any remedies. Following any determination of responsibility, the District may  
15 implement disciplinary sanctions in accordance with State or Federal law and or/the negotiated  
16 agreement. For students, the sanctions may include disciplinary action, up to and including  
17 permanent exclusion.  
18  
19

## 20 Appeals

21

22 Either the Complainant or Respondent may appeal the decision-maker's determination regarding  
23 responsibility or a dismissal of a formal complaint, on the following bases:  
24

- 25 1. Procedural irregularity that affected the outcome of the matter;
- 26 2. New evidence that was not reasonably available at the time that could affect the  
27 outcome and  
28
- 29 3. The Title IX Coordinator, investigator, or decision-maker had a conflict of interest or  
30 bias for or against Complainants or Respondents generally or an individual  
31 Complainant or Respondent that affected the outcome.  
32  
33

34 The request to appeal must be made in writing to the Title IX Coordinator within seven calendar  
35 days after the date of the written determination. The appeal decision-maker must not have a  
36 conflict of interest or bias for or against Complainants or Respondents generally or an individual  
37 Complainant or Respondent and cannot be the Title IX Coordinator, the investigator, or the  
38 decision-maker from the original determination.  
39

40 The appeal decision-maker must notify the other party in writing when an appeal is filed and  
41 give both parties a reasonable equal opportunity to submit a written statement in support of, or  
42 challenging, the outcome. After reviewing the evidence, the appeal decision-maker must issue a  
43 written decision describing the result of the appeal and the rationale for the result. The decision  
44 must be provided to both parties simultaneously, and generally will be provided within 10  
45 calendar days from the date the appeal is filed.  
46

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4 Informal Resolution Process  
5

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

- 11
- 12 1. Provides to the parties a written notice disclosing:
    - 13 A. The allegations;
    - 14 B. The requirements of the informal resolution process including the circumstances  
15 under which it precludes the parties from resuming a formal complaint arising  
16 from the same allegations, provided, however, that at any time prior to agreeing to  
17 a resolution, any party has the right to withdraw from the informal resolution  
18 process and resume the Title IX formal complaint process with respect to the  
19 formal complaint; and
    - 20 C. Any consequences resulting from participating in the informal resolution process,  
21 including the records that will be maintained or could be shared.
  - 22 2. Obtains the parties' voluntary, written consent to the informal resolution process.  
23  
24  
25

26  
27  
28 The informal resolution process generally will be completed within 30 calendar days, unless the  
29 parties and the Title IX Coordinator mutually agree to temporarily delay or extend the process.  
30 The formal grievance process timelines are stayed during the parties' participation in the  
31 informal resolution process. If the parties do not reach resolution through the informal resolution  
32 process, the parties will resume the formal complaint grievance process, including timelines for  
33 resolution, at the point they left off.

34  
35 Recordkeeping  
36

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

- 38
- 39 1. Each sexual harassment investigation, including any determination regarding  
40 responsibility, any disciplinary sanctions imposed on the Respondent, and any remedies  
41 provided to the Complainant designed to restore or preserve equal access to the  
42 District's education program or activity;
  - 43 2. Any appeal and the result therefrom;
  - 44 3. Any informal resolution and the result therefrom; and  
45  
46

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4 4. All materials used to train Title IX Coordinators, investigators, decision-makers, and  
5 any person who facilitates an informal resolution process. The District must make  
6 these training materials publicly available on its website.  
7

8 The District must create, and maintain for a period of seven years, records of any actions,  
9 including any supportive measures, taken in response to a report or formal complaint of sexual  
10 harassment. In each instance, the District must document the basis for its conclusion that its  
11 response was not deliberately indifferent, and document that it has taken measures designed to  
12 restore or preserve equal access to the District's education program or activity.  
13

14 Cross Reference: Policy 3210 Equal Education, Nondiscrimination and Sex Equity  
15 Policy 3225 Sexual Harassment  
16 Policy 3310 Student Discipline  
17

18 Legal References: Art. X, Sec. 1, Montana Constitution – Educational goals and duties  
19 Section 49-3-101, et seq., MCA, Montana Human Rights Act  
20 Civil Rights Act, Title VI; 42 USC 2000d et seq.  
21 Civil Rights Act, Title VII; 42 USC 2000e et seq.  
22 Education Amendments of 1972, Title IX; 20 USC 1681 et seq.  
23 Section 20-5-201, MCA, Duties and Sanctions  
24 Section 20-5-202, MCA, Suspension and Expulsion  
25 34 CFR Part 106 Nondiscrimination on the basis of sex in  
26 education programs or activities receiving  
27 Federal financial assistance  
28 10.55.701(1)(f), ARM Board of Trustees  
29 10.55.719, ARM Student Protection Procedures  
30 10.55.801(1)(a), ARM School Climate  
31

32 Policy History:

33 Adopted on:

34 Reviewed on:

35 Revised on:



**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**

4  
5 Bullying/Harassment/Intimidation/Hazing

6  
7 The Board will strive to provide a positive and productive learning and working environment. Bullying,  
8 harassment, intimidation, or hazing, by students, staff, or third parties, is strictly prohibited and shall not  
9 be tolerated.

10  
11 Definitions

- 12  
13 1. "Third parties" include but are not limited to coaches, school volunteers, parents, school visitors,  
14 service contractors or others engaged in District business, such as employees of businesses or  
15 organizations participating in cooperative work programs with the District, and others not directly  
16 subject to District control at inter-district and intra-District athletic competitions or other school  
17 events.
- 18 2. "District" includes District facilities, District premises, and non-District property if the student or  
19 employee is at any District-sponsored, District-approved, or District-related activity or function,  
20 such as field trips or athletic events, where students are under the control of the District or where  
21 the employee is engaged in District business.
- 22 3. "Hazing" includes but is not limited to any act that recklessly or intentionally endangers the  
23 mental or physical health or safety of a student for the purpose of initiation or as a condition or  
24 precondition of attaining membership in or affiliation with any District-sponsored activity or  
25 grade-level attainment, including but not limited to forced consumption of any drink, alcoholic  
26 beverage, drug, or controlled substance, forced exposure to the elements, forced prolonged  
27 exclusion from social contact, sleep deprivation, or any other forced activity that could adversely  
28 affect the mental or physical health or safety of a student; requires, encourages, authorizes, or  
29 permits another to be subject to wearing or carrying any obscene or physically burdensome  
30 article, assignment of pranks to be performed, or other such activities intended to degrade or  
31 humiliate.
- 32 4. "Bullying" means any harassment, intimidation, hazing, or threatening, insulting, or demeaning  
33 gesture or physical contact, including any intentional written, verbal, or electronic communication  
34 ("cyberbullying") or threat directed against a student that is persistent, severe, or repeated, and  
35 that substantially interferes with a student's educational benefits, opportunities, or performance,  
36 that takes place on or immediately adjacent to school grounds, at any school-sponsored activity,  
37 on school-provided transportation, at any official school bus stop, or anywhere conduct may  
38 reasonably be considered to be a threat or an attempted intimidation of a student or staff member  
39 or an interference with school purposes or an educational function, and that has the effect of:
- 40 a. Physically harming a student or damaging a student's property;
  - 41 b. Knowingly placing a student in reasonable fear of physical harm to the student or  
42 damage to the student's property;
  - 43 c. Creating a hostile educational environment, or;
  - 44 d. Substantially and materially disrupts the orderly operation of a school.
- 45 5. "Electronic communication device" means any mode of electronic communication,  
46 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

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§ 20-5-210, MCA      Enforcement – exhaustion of administrative remedies  
10.55.701(2)(f), ARM      Board of Trustees  
10.55.719, ARM      Student Protection Procedures  
10.55.801(1)(d), ARM      School Climate

Policy History:

Adopted on:

Reviewed on:

Revised on:

1        \_\_\_\_\_ **Elementary**

2  
3        **STUDENTS**

3231  
page 1 of 2

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 such as breath-test instruments, saliva test strips, etc.

27  
28       The “pat down” or “search” of a student, if conducted, will be conducted by a school official or  
29       employee of the same gender as the student being searched.

30  
31       School Property and Equipment and Personal Effects of Students

32  
33       School authorities may inspect and search school property and equipment owned or controlled  
34       by the District (such as lockers, desks, and parking lots).

35  
36       The Board may request the assistance of law enforcement officials, including their use of  
37       specially trained dogs, to conduct inspections and searches of lockers, desks, parking lots, and  
38       other school property and equipment for illegal drugs, weapons, or other illegal or dangerous  
39       substances or material.

40  
41       Students

42  
43       School officials may search any individual student, his/her property, or District property under  
44       his/her control, when there is a reasonable suspicion that the search will uncover evidence that  
45       he/she is violating the law, Board policy, administrative regulation, or other rules of the District  
46       or the school. Reasonable suspicion shall be based on specific and objective facts that the search

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4 will produce evidence related to the alleged violation. The types of student property that may be  
5 searched by school officials include but are not limited to lockers, desks, purses, backpacks,  
6 cellular phones, or other electronic communication devices.  
7

8 Seizure of Property  
9

10 When a search produces evidence that a student has violated or is violating either a law or  
11 District policies or rules, such evidence may be seized and impounded by school authorities and  
12 disciplinary action may be taken. As appropriate, such evidence may be transferred to law  
13 enforcement authorities.  
14  
15  
16

17 Legal Reference: *Safford Unified School Dist. No. 1 v. Redding*, 129 S.Ct. 2633 (2009)  
18 *Terry v. Ohio*, 392 U.S. 1, 20 (1968)  
19 *B.C. v. Plumas*, (9th Cir. 1999) 192 F.3d 1260  
20

21 Policy History:

22 Adopted on:

23 Reviewed on:

24 Revised on:

1 \_\_\_\_\_ **Elementary**

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 school authorities shall be authorized to conduct any searches or to seize property on  
11 or near school premises, as further provided in this procedure.  
12
  - 13 2. If the authorized \_\_\_\_\_ has reasonable suspicion to believe that any locker, car,  
14 or other container of any kind on school premises contains any item or substance which  
15 constitutes an imminent danger to the health and safety of any person or to the property  
16 of any person or the District, the \_\_\_\_\_ is authorized to conduct a search of any  
17 car, locker, or container and to seize any such item or substance of any kind on school  
18 premises without notice or consent.  
19
  - 20 3. No student shall hinder, obstruct, or prevent any search authorized by this procedure.  
21
  - 22 4. Whenever circumstances allow, any search or seizure authorized in this procedure shall  
23 be conducted in the presence of at least one (1) adult witness, and a written record of the  
24 time, date, and results shall be made by the administrator.  
25
  - 26 5. In any instance where an item or substance is found which would appear to be in  
27 violation of the law, the circumstance shall be reported promptly to the appropriate law  
28 enforcement agency.  
29

30  
31  
32 Procedure History:

33 Adopted on:

34 Reviewed on:

35 Revised on:

1 \_\_\_\_\_ **School District**

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 gather on school premises under the following guidelines without  
9 restriction on the basis of the religious, political, philosophical, or other content of the meeting.  
10 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 The following guidelines must be met:

- 14  
15 1. The meeting is voluntary and student-initiated.
- 16  
17 2. There is no sponsorship of the meeting by the school district, or its agents or employees.
- 18  
19 3. The meeting must occur during non-instructional time on regular school days.
- 20  
21 4. Employees or agents of the school district are present only in a capacity outside of their  
22 official duties.
- 23  
24 5. The meeting does not materially and substantially interfere with the orderly conduct of  
25 educational activities within the school.
- 26  
27 6. Non-school persons may not direct, conduct, control, or regularly attend activities.

28  
29 Although the school assumes no sponsorship of these kinds of meetings, all meetings held on  
30 school premises must be scheduled and approved by the principal.

31  
32 This policy pertains to student meetings. The school has the authority, through its agent or  
33 employees, to maintain order and discipline on school premises and to protect the well-being of  
34 students and faculty.

35  
36 Cross Reference: 3510 School Sponsored Activities  
37 3222 – Distribution and Posting Materials  
38 4331 – Use of School Property for Posting Notices

39  
40 Legal Reference: 20 U.S.C. 4071 Equal Access Act  
41 *Board of Education v. Mergens*, 110 S.Ct. 2356 (1990)

42  
43 Policy History:

44 Adopted on:  
45 Reviewed on:  
46 Revised on:



1 \_\_\_\_\_ **Elementary**

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3 **STUDENTS**

3300  
page 1 of 3

4  
5 Suspension and Expulsion - Corrective Actions and Punishment

6  
7 The Board recognizes that every student is entitled to due process rights that are provided by law.

8  
9 Suspension

- 10  
11 • “Suspension” means the exclusion of a student from attending individual classes or school and  
12 participating in school activities for an initial period not exceed ten (10) school days. An  
13 \_\_\_\_\_ may order suspension of a student.

14  
15 The procedure set forth below will be followed when a proposed punishment of a student is to include  
16 denial of the right of school attendance from any single class or from a full schedule of classes for at least  
17 one (1) day.

18  
19 Before any suspension is ordered, the \_\_\_\_\_ will meet with a student to explain charges of  
20 misconduct, and the student will be given an opportunity to respond to the charges.

21  
22 When a student’s presence poses a continuing danger to persons or property or poses an ongoing threat of  
23 disruption to the educational process, a pre-suspension conference will not be required, and the  
24 \_\_\_\_\_ may suspend a student immediately. In such cases, the \_\_\_\_\_ will provide notice  
25 of and schedule a conference as soon as practicable following the suspension.

26  
27 The \_\_\_\_\_ will report any suspension immediately to a student’s parent or legal guardian. The  
28 \_\_\_\_\_ will provide a written report of suspension that states reasons for a suspension, including  
29 any school rule that was violated, and a notice to a parent or guardian of the right to a review of a  
30 suspension. The \_\_\_\_\_ will give a copy of the report and notice to the Board Chair.

31  
32 The Board will conduct a review of any suspension on request of a parent or legal guardian. A student and  
33 parent or legal guardian may meet with the \_\_\_\_\_ to discuss suspension. After the meeting and  
34 after concluding a review, the \_\_\_\_\_ will take such final action as appropriate.

35  
36 Upon a finding by the Board that the immediate return to school by a student would be detrimental to the  
37 health, welfare, or safety of others or would be disruptive of the educational process, a student may be  
38 suspended for one (1) additional period not to exceed ten (10) school days, if the student is granted an  
39 informal hearing with the Board prior to the additional suspension, and if the decision to impose the  
40 additional suspension does not violate the Individuals with Disabilities Education Act (IDEA) or  
41 Rehabilitation Act.

42  
43 Students who are suspended from any class or from school entirely have the right to make up any work  
44 missed according to the student handbook.

45  
46 Expulsion

- 47  
48 • “Expulsion” is any removal of a student for more than twenty (20) school days without the  
49 provision of educational services. Expulsion is a disciplinary action available only to the Board.

50  
51 The Board, and only the Board, may expel a student from school and may do so only after following due

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4 process procedures set forth below.  
5

6 The Board will provide written notice to a student and parent or legal guardian of a hearing to consider a  
7 recommendation for expulsion, which will be sent by registered or certified mail at least five (5) school  
8 days before the date of the scheduled hearing. The notice will include time and place of hearing,  
9 information describing the process to be used to conduct the hearing, and notice that the Board intends to  
10 conduct the hearing in closed session unless a parent or legal guardian waives the student's right to  
11 privacy.  
12

13 Within the limitation that a hearing must be conducted during a period of student suspension, a hearing to  
14 consider expulsion may be rescheduled when a parent or legal guardian submits a request showing good  
15 cause to the \_\_\_\_\_ at least two (2) school days before a hearing date as originally scheduled.  
16 The \_\_\_\_\_ will determine if a request shows good cause to reschedule a hearing.  
17

18 The student has the right to be present for the duration of the hearing. At hearing the student may be  
19 represented by counsel and ask questions, present perspectives, and provide witnesses or documentation.  
20 The Board is not bound by formal rules of evidence in conducting the hearing.  
21

22 Each school shall maintain a record of any disciplinary action that is educationally related, with  
23 explanation, taken against the student. When the Board of Trustees takes disciplinary action against a  
24 student, the Board must keep a written record of the action taken, with detailed explanation, even if the  
25 disciplinary action is decided during a closed session. A disciplinary action that is educationally related is  
26 an action that results in the expulsion or out-of-school suspension of the student. This record must be  
27 maintained/destroyed consistent with Montana Local Government Records Schedule 7, and is subject to  
28 transfer to a local educational agency, accredited school, or nonpublic school pursuant to 20-1-213, MCA.  
29

### 30 Procedures for Suspension and Expulsion of Students With Disabilities

31

32 The District will comply with provisions of the Individuals with Disabilities Education Act (IDEA) and  
33 Rehabilitation Act when disciplining students. The Board will not expel any special education student  
34 when the student's particular act of gross disobedience or misconduct is a manifestation of the student's  
35 disability. The Board may expel pursuant to its expulsion procedures any special education student  
36 whose gross disobedience or misconduct is not a manifestation of the student's disability. A disabled  
37 student will continue to receive education services as provided in the IDEA or Rehabilitation Act during a  
38 period of expulsion.  
39

40 The \_\_\_\_\_ may suspend a child with a disability from the child's current placement for not more  
41 than ten (10) consecutive school days for any violation of school rules, and additional removals of not  
42 more than ten (10) consecutive school days in that same school year for separate incidents of misconduct,  
43 as long as those removals do not constitute a change of placement under 34 CFR 300.519(b), whether or  
44 not a student's gross disobedience or misconduct is a manifestation of a student's disabling condition.  
45 Any special education student who has exceeded or who will exceed ten (10) days of suspension may  
46 temporarily be excluded from school by court order or by order of a hearing officer, if the District  
47 demonstrates that maintaining the student in the student's current placement is substantially likely to  
48 result in injury to the student or to others. After a child with a disability has been removed from his or her  
49 placement for more than ten (10) school days in the same school year, during any subsequent days of  
50 removal the public agency must provide services to the extent required under 34 CFR 300.121(d).  
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The \_\_\_\_\_ 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:

STUDENTS

Student Discipline

The Board grants authority to a teacher or principal to hold a student to strict accountability for disorderly conduct in school, 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, 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 weapon in violation of the “Possession of Weapons other than Firearms” section in 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 and 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.
- 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.
- Defaces or damages any school building, school grounds, furniture, equipment, or book belonging to the district.
- Forging any signature or making any false entry or attempting to authorize any document

used or intended to be used in connection with the operation of a school.

These grounds stated above for disciplinary action apply whenever a student's conduct is reasonably related to school or school activities, including but not limited to the circumstances set forth below:

- On school grounds before, during, or after school hours or at any other time when school is being used by a school group.
- Off school grounds at a school-sponsored activity or event or any activity or event that bears a reasonable relationship to school.
- Travel to and from school or a school activity, function, or event.
- Anywhere conduct may reasonably be considered to be a threat or an attempted intimidation of bullying of a staff member or student, or an interference with school purposes or an educational function.

#### Disciplinary Measures

Disciplinary measures include but are not limited to:

- Expulsion
- Suspension
- Detention, including Saturday school
- Clean-up duty
- Loss of student privileges
- Loss of bus privileges
- Notification to juvenile authorities and/or police
- Restitution for damages to school property

No District employee or person engaged by the District may inflict or cause to be inflicted corporal punishment on a student. Corporal punishment does not include reasonable force. District personnel are permitted to use as needed to maintain safety for other students, school personnel, or other persons or for the purpose of self-defense.

#### Non-Disciplinary Measures

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.

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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

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

1 \_\_\_\_\_ **Elementary**

2  
3 **STUDENTS**

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6 **FIREARMS AND WEAPONS**

7  
8 **Firearms**

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10 For the purposes of the firearms section of this policy, the term “firearm” means (A) any weapon  
11 (including a starter gun) which will or is designed to or may readily be converted to expel a  
12 projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any  
13 firearm muffler or firearm silencer; or (D) any destructive device pursuant to 18 U.S.C. 921 (4).  
14 Such term does not include an antique firearm pursuant to 18 U.S.C. 921 (16).  
15

16 It is the policy of the District to comply with the federal Gun Free Schools Act of 1994 and state  
17 law 20-5-202 (2), MCA, pertaining to students who bring a firearm to, or possess a firearm at,  
18 any setting that is under the control and supervision of the school district. In accordance with 20-  
19 5-202 (3), MCA, a teacher, shall suspend immediately for good cause a student who is  
20 determined to have brought a firearm to, or possess a firearm at, any setting that is under the  
21 control and supervision of the school district. In accordance with Montana law, a student who is  
22 determined to have brought a firearm to, or possess a firearm at, any setting that is under the  
23 control and supervision of the school district must be expelled from school for a period of not  
24 less than 1 year.  
25

26 However, on a case-by-case basis, the Board of Trustees will convene a hearing to review the  
27 underlying circumstances and, in the discretion of the Board, the Board may itself either modify  
28 the requirement for expulsion or delegate to the \_\_\_\_\_ the authority to carry out  
29 the Board’s decision regarding any modification of the expulsion requirement.  
30

31 A decision to change the placement of a student with a disability who has been expelled pursuant  
32 to this section must be made in accordance with the Individuals with Disabilities Education Act.  
33

34 **Possession of Weapons other than Firearms**

35 The District does not allow weapons on school property. Any student found to have possessed,  
36 used or transferred a weapon on school property will be subject to discipline in accordance with  
37 the District’s discipline policy. For purposes of this section, “weapon” means any object, device,  
38 or instrument designed as a weapon or through its use is capable of threatening or producing  
39 bodily harm or which may be used to inflict self-injury, including but not limited to air guns;  
40 pellet guns; BB guns; fake (facsimile) weapons; all knives; blades; clubs; metal knuckles; nun-  
41 chucks; throwing stars; explosives; fireworks; mace or other propellants; stun guns; ammunition;  
42 poisons; chains; arrows; and objects that have been modified to serve as a weapon.  
43

44 No person shall possess, use, or distribute any object, device, or instrument having the  
45 appearance of a weapon, and such objects, devices, or instruments shall be treated as weapons,  
46 including but not limited to weapons listed above which are broken or non-functional, look-alike

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guns; toy guns; and any object that is a facsimile of a real weapon. No person 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.

The District will refer to law enforcement for immediate prosecution any person who possesses, carries, or stores a weapon **in a school building**, and the District may take disciplinary action as well in the case of a student. 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. (45-8-361 (1) (2))

For the purposes of this section only, “school building” means all buildings owned or leased by a local school district that are used for instruction or for student activities. (45-8-361 (5a))

The Board 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. (45-8-361 (3b))

This policy does not apply to law enforcement officers acting in his or her official capacity. (45-8-361 (3a))

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

Cross Reference:	Policy 3310 Policy 4332	Student Discipline Conduct of School Property
Legal Reference:	§ 20-5-202, MCA § 45-8-361, MCA  20 U.S.C. § 7151, et seq. 18 U.S.C. § 921	Suspension and expulsion Possession or allowing possession of a weapon in a school building Gun Free Schools Act of 1994 Definitions

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



1 \_\_\_\_\_ **Elementary**

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3 **STUDENTS**

3410

4  
5 Student Health/Physical Screenings/Examinations

6  
7 The Board may arrange each year for health services to be provided to all students. Such services  
8 may include but not be limited to:

- 9
- 10 1. Development of procedures at each building for isolation and temporary care of students
- 11 who become ill during the school day;
- 12
- 13 2. Consulting services of a qualified specialist for staff, students, and parents;
- 14
- 15 3. Vision and hearing screening;
- 16
- 17 4. Scoliosis screening;
- 18
- 19 5. Immunization as provided by the Department of Public Health and Human Services.
- 20

21 Parents/guardians will receive written notice of any screening result which indicates a condition  
22 that might interfere or tend to interfere with a student’s progress.

23	24	25	26
27	Legal Reference:	§ 20-3-324(20), MCA	Powers and duties
28		20 U.S.C. 1232h(b)	General Provisions Concerning Education
29			

30  
31 Policy History:

- 32 Adopted on:
- 33 Reviewed on:
- 34 Revised on:

1 \_\_\_\_\_ **Elementary**

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 following  
8 diseases: varicella, diphtheria, pertussis (whooping cough), poliomyelitis, measles (rubeola), mumps,  
9 rubella, and tetanus in the manner and with immunizing agents approved by the department.  
10 Haemophilus influenza type “b” immunization is required for students under age five (5).

11  
12 Upon initial enrollment, an immunization status form shall be completed by the student’s parent or  
13 guardian. The certificate shall be made a part of the student’s permanent record.

14  
15 A student who transfers into the District may photocopy immunization records in the possession of the  
16 school of origin. The District will accept the photocopy as evidence of immunization. Within thirty (30)  
17 days after a transferring student ceases attendance at the school of origin, the school shall retain a certified  
18 copy for the permanent record and send the original immunization records for the student to the school  
19 district to which the student transfers. Exemptions from one or more vaccines shall be granted for medical  
20 reasons upon certification by a physician indicating the specific nature and probable duration of the  
21 medical condition for not administering the vaccine(s). Exemptions for religious reasons must be filed  
22 annually. The statement for an exemption shall be maintained as part of the student’s immunization  
23 record. The permanent file of students with exemptions shall be marked for easy identification, should  
24 the Department of Public Health and Human Services order that exempted students be excluded from  
25 school temporarily when the risk of contracting or transmitting a disease exists. Exclusion shall not  
26 exceed thirty (30) calendar days.

27  
28 The \_\_\_\_\_ may allow the commencement of attendance in school by a student who has  
29 not been immunized against each disease listed in § 20-5-403, MCA, if that student has received one or  
30 more doses of varicella, polio, measles (rubella), mumps, rubella, diphtheria, pertussis, and tetanus  
31 vaccine, except that Haemophilus influenza type “b” vaccine is required only for children under 5 years  
32 of age.

33  
34 The District shall exclude a student for noncompliance with the immunization laws and properly notify  
35 the parent or guardian. The local health department may seek an injunction requiring the parent to submit  
36 an immunization status form, take action to fully immunize the student, or file an exemption for personal  
37 or medical reasons.

38		
39		
40	Legal Reference:	§ 20-3-324(20), MCA Powers and duties
41		§ 20-5-402 - 410, MCA Health
42		§ 20-5-403, MCA Immunization required – release and acceptance
43		of immunization records
44		§ 20-5-405, MCA Medical or religious exemption
45		
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47 Policy History:

48 Adopted on:  
49 Reviewed on:  
50 Revised on:

**Medical Exemption Statement      3413F1**

**Physician:** Please mark the contraindications/precautions that apply to this patient, then sign and date the back of the form. The signed Medical Exemption Statement verifying true contraindications/precautions is submitted to and accepted by schools, childcare facilities, and other agencies that require proof of immunization. For medical exemptions for conditions not listed below, please note the vaccine(s) that is contraindicated and a description of the medical condition in the space provided at the end of the form. The State Medical Officer may request to review medical exemptions.

**Attach a copy of the most current immunization record**

Name of patient \_\_\_\_\_ DOB \_\_\_\_\_

Name of parent/guardian \_\_\_\_\_

Address (patient/parent) \_\_\_\_\_

School/child care facility \_\_\_\_\_

**For official use only:**

*Check if reviewed by public health*      *Name/credentials of reviewer:* \_\_\_\_\_ *Date of review:* \_\_\_\_\_

Medical contraindications for immunizations are determined by the most recent General Recommendations of the Advisory Committee on Immunization Practices (ACIP), U.S. Department of Health and Human Services, published in the Centers for Disease Control and Prevention's publication, the Morbidity and Mortality Weekly Report.

A **contraindication** is a condition in a recipient that increases the risk for a serious adverse reaction. A vaccine will not be administered when a contraindication exists.

A **precaution** is a condition in a recipient that might increase the risk for a serious adverse reaction or that might compromise the ability of the vaccine to produce immunity. Under normal conditions, vaccinations should be deferred when a precaution is present.

**Contraindications and Precautions**

Vaccine	X	
<b>Hepatitis B</b> (not currently required by Administrative Rule of Montana [ARM])	<input type="checkbox"/>	<b>Contraindications</b> • Serious allergic reaction (e.g., anaphylaxis) after a previous vaccine dose or vaccine component
	<input type="checkbox"/>	<b>Precautions</b> • Moderate or severe acute illness with or without fever
<b>DTaP</b>	<input type="checkbox"/>	<b>Contraindications</b> • Severe allergic reaction (e.g., anaphylaxis) after a previous dose or to a vaccine component
	<input type="checkbox"/>	• Encephalopathy within 7 days after receiving previous dose of DTP or DTaP
<b>DT, Td</b>	<input type="checkbox"/>	<b>Precautions</b> • Progressive neurologic disorder, including infantile spasms, uncontrolled epilepsy, progressive encephalopathy; defer DTaP until neurological status has clarified and stabilized
	<input type="checkbox"/>	• Fever $\geq 40.5^{\circ}\text{C}$ ( $105^{\circ}\text{F}$ ) within 48 hours after vaccination with previous dose of DTP or DTaP
<b>Tdap</b>	<input type="checkbox"/>	• Guillain-Barre' syndrome $\leq 6$ weeks after a previous dose of tetanus toxoid-containing vaccine
	<input type="checkbox"/>	• Seizure $\leq 3$ days after vaccination with previous dose of DTP or DTaP
	<input type="checkbox"/>	• Persistent, inconsolable crying lasting $\geq 3$ hours within 48 hours after vaccination with previous dose of DTP/DTaP
	<input type="checkbox"/>	• History of arthus-type hypersensitivity reactions after a previous dose of tetanus toxoid-containing vaccine
	<input type="checkbox"/>	• Moderate or severe acute illness with or without fever
<b>IPV</b>	<input type="checkbox"/>	<b>Contraindications</b> • Severe allergic reaction (e.g., anaphylaxis) after a previous dose or to a vaccine component
	<input type="checkbox"/>	<b>Precautions</b> • Pregnancy
	<input type="checkbox"/>	• Moderate or severe acute illness with or without fever

Vaccine	X	
<b>PCV</b> (not currently required by ARM)	<input type="checkbox"/>	<p><b>Contraindications</b></p> <ul style="list-style-type: none"> <li>Severe allergic reaction (e.g., anaphylaxis) after a previous dose (of PCV7, PCV13, or any diphtheria toxoid--contain vaccine) or to a component of a vaccine (PCV7, PCV13, or any diphtheria toxoid-containing vaccine)</li> </ul> <p><b>Precautions</b></p> <ul style="list-style-type: none"> <li>Moderate or severe acute illness with or without fever</li> </ul>
<b>Hib</b>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<p><b>Contraindications</b></p> <ul style="list-style-type: none"> <li>Severe allergic reaction (e.g., anaphylaxis) after a previous dose or to a vaccine component</li> <li>Age &lt;6 weeks</li> </ul> <p><b>Precautions</b></p> <ul style="list-style-type: none"> <li>Moderate or severe acute illness with or without fever</li> </ul>
<b>MMR</b>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<p><b>Contraindications</b></p> <ul style="list-style-type: none"> <li>Severe allergic reaction (e.g., anaphylaxis) after a previous dose or to a vaccine component</li> <li>Known severe immunodeficiency (e.g., hematologic and solid tumors, chemotherapy, congenital immunodeficiency, long-term immunosuppressive therapy, or patients with HIV infection who are severely immunocompromised )</li> <li>Pregnancy</li> </ul> <p><b>Precautions</b></p> <ul style="list-style-type: none"> <li>Recent (&lt;11 months) receipt of antibody-containing blood product (specific interval depends on the product)</li> <li>History of thrombocytopenia or thrombocytopenic purpura</li> <li>Need for tuberculin skin testing</li> <li>Moderate or severe acute illness with or without fever</li> </ul>
<b>Varicella</b>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<p><b>Contraindications</b></p> <ul style="list-style-type: none"> <li>Severe allergic reaction (e.g., anaphylaxis) after a previous dose or to a vaccine component</li> <li>Known severe immunodeficiency (e.g., hematologic and solid tumors, chemotherapy, congenital immunodeficiency, long-term immunosuppressive therapy, or patients with HIV infection who are severely immunocompromised )</li> <li>Pregnancy</li> </ul> <p><b>Precautions</b></p> <ul style="list-style-type: none"> <li>Recent (&lt;11 months) receipt of antibody-containing blood products (interval depends on product)</li> <li>Moderate or severe acute illness with or without fever</li> </ul>

**For medical conditions not listed, please note the vaccine(s) that is contraindicated and a description of the condition**

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Name of Student \_\_\_\_\_

Date Exemption Ends \_\_\_\_\_

\_\_\_\_\_

Completing physician's name (please print)

Address \_\_\_\_\_

Phone \_\_\_\_\_

\_\_\_\_\_

Completing physician's signature (only licensed physicians may sign)

### Instructions

**Purpose:** To provide Montana physicians with a mechanism to document true medical exemptions to vaccinations

**Preparation:** 1. Complete patient information (name, DOB, address, and school/childcare facility)  
2. Check applicable vaccine(s) and exemption(s)  
3. Complete date exemption ends and physician information  
4. Attach a copy of the most current immunization record  
5. Retain a copy for file  
6. **Return original to person requesting form**

**Reorder:** Immunization Program  
1400 Broadway, Room C-211  
Helena, MT 59620  
(406) 444-5580  
<http://www.dphhs.mt.gov/publichealth/immunization/>

**Questions?** Call (406)444-5580

### Montana Code Annotated

20-5-101-410: Montana Immunization Law

52-2-735: Daycare certification

### Administrative Rules of Montana

37.114.701-721: Immunization of K-12, Preschool, and Post-secondary schools

37.95.140: Daycare Center Immunizations, Group Daycare Homes, Family Day Care Homes

**AFFIDAVIT OF EXEMPTION ON RELIGIOUS GROUNDS FROM MONTANA  
SCHOOL IMMUNIZATION LAW AND RULES 3413F2**

**Student's Full Name**

**Birth Date**

**Age**

**Sex**

**School: Vida Elementary 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 that immunization against

- |   |  |
|---|--|
| <input type="checkbox"/> <i>Diphtheria, Pertussis, Tetanus (DTaP, DT, Tdap)</i> | <input type="checkbox"/> <i>Polio</i>                  |
| <input type="checkbox"/> <i>Measles, Mumps and Rubella (MMR)</i>                | <input type="checkbox"/> <i>Varicella (chickenpox)</i> |
| <input type="checkbox"/> <i>Haemophilus Influenzae Type b (Hib)</i>             |  |

is contrary to my religious tenets and practices.

I also understand that:

- (1) I am subject to the penalty for false swearing if I falsely claim a religious exemption for the above-named student [i.e. a fine of up to \$500, up to 6 months in jail, or both (Sec.45-7-202, MCA)];
- (2) 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; and
- (3) **A new affidavit of exemption for the above student must be signed, sworn to, and notarized yearly, before the start of the school year and kept together with the State of Montana Certificate of Immunization (HES-101) in the school's records.**

\_\_\_\_\_  
Signature of parent, guardian, or other person      Date  
responsible for the above student's care and  
custody; or of the student, if 18 or older.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,

Seal

**Signature:** Notary Public for the State of Montana

**Print Name:** Notary Public for the State of Montana

Residing in \_\_\_\_\_  
My commission expires \_\_\_\_\_

**AFFIDAVIT OF EXEMPTION ON RELIGIOUS GROUNDS FROM MONTANA  
SCHOOL IMMUNIZATION LAW AND RULES 3413F2**

**Student's Full Name**

**Birth Date**

**Age**

**Sex**

**School:** \_\_\_\_\_ **Elementary 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 that immunization against

- |   |  |
|---|--|
| <input type="checkbox"/> <i>Diphtheria, Pertussis, Tetanus (DTaP, DT, Tdap)</i> | <input type="checkbox"/> <i>Polio</i>                  |
| <input type="checkbox"/> <i>Measles, Mumps and Rubella (MMR)</i>                | <input type="checkbox"/> <i>Varicella (chickenpox)</i> |
| <input type="checkbox"/> <i>Haemophilus Influenzae Type b (Hib)</i>             |  |

is contrary to my religious tenets and practices.

I also understand that:

- (1) I am subject to the penalty for false swearing if I falsely claim a religious exemption for the above-named student [i.e. a fine of up to \$500, up to 6 months in jail, or both (Sec.45-7-202, MCA)];
- (2) 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; and
- (3) **A new affidavit of exemption for the above student must be signed, sworn to, and notarized yearly, before the start of the school year and kept together with the State of Montana Certificate of Immunization (HES-101) in the school's records.**

\_\_\_\_\_  
Signature of parent, guardian, or other person responsible for the above student's care and custody; or of the student, if 18 or older.      Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Seal

\_\_\_\_\_  
**Signature:** Notary Public for the State of Montana

\_\_\_\_\_  
**Print Name:** Notary Public for the State of Montana

Residing in \_\_\_\_\_  
My commission expires \_\_\_\_\_

1 \_\_\_\_\_ **Elementary**

2  
3 **STUDENTS**

3415

4  
5 Management of Sports Related Concussions

6  
7 The District recognizes that concussions and head injuries are commonly reported injuries in  
8 children and adolescents who participate in sports and other recreational activities. The Board  
9 acknowledges the risk of catastrophic injuries or death is significant when a concussion or head  
10 injury is not properly evaluated and managed. Therefore, all K-8 competitive sport athletic  
11 activities in the District will be identified by the administration.

12  
13 Consistent with guidelines provided by the U.S. Department of Health and Human Services,  
14 Centers for Disease Control and Prevention, the National Federation of High School (NFHS) and  
15 the Montana High School Association (MHSA), the District will utilize procedures developed by  
16 the MHSA and other pertinent information to inform and educate coaches, athletic trainers,  
17 officials, youth athletes, and their parents and/or guardians of the nature and risk of concussions  
18 or head injuries, including the dangers associated with continuing to play after a concussion or  
19 head injury. Resources are available on the Montana High School Association Sports Medicine  
20 page at [www.mhsa.org](http://www.mhsa.org); U.S. Department of Health and Human Services page at: [www.hhs.gov](http://www.hhs.gov);  
21 and; the Centers for Disease and Prevention page at [www.cdc.gov/concussion/sports.index.html](http://www.cdc.gov/concussion/sports.index.html).

22  
23 Annually, the district will distribute a head injury and concussion information and sign-off sheet  
24 to all parents and guardians of student-athletes in competitive sport activities prior to the student-  
25 athlete's initial practice or competition.

26  
27 All coaches, athletic trainers, officials, including volunteers participating in organized youth  
28 athletic activities, shall complete the training program at least once each school year as required  
29 in the District procedure. Additionally, all coaches, athletic trainers, officials, including  
30 volunteers participating in organized youth athletic activities will comply with all procedures for  
31 the management of head injuries and concussions.

32  
33 Cross Reference: 3415F Student-Athlete & Parent/Legal Custodian Concussion Statement

34  
35  
36 Reference: Montana High School Association, Rules and Regulations  
37 Section 4, Return to Play

38  
39  
40 Policy History:

41 Adopted on:

42 Reviewed on:

43 Revised on:

## Student-Athlete & Parent/Legal Custodian Concussion Statement --- 3415F

Because of the passage of the 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 Custodian Name(s): \_\_\_\_\_

We have read the *Student-Athlete & Parent/Legal Custodian 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 Custodian 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 Custodian

\_\_\_\_\_  
Date



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"> <li>•Appears dazed or stunned</li> <li>•Is confused about events</li> <li>•Answers questions slowly</li> <li>•Repeats questions</li> <li>•Can’t recall events prior to the hit, bump, or fall</li> <li>•Can’t recall events after the hit, bump, or fall</li> <li>•Loses consciousness (even briefly)</li> <li>•Shows behavior or personality changes</li> <li>•Forgets class schedule or assignments</li> </ul>	<p><b><u>Thinking/Remembering:</u></b></p> <ul style="list-style-type: none"> <li>•Difficulty thinking clearly</li> <li>•Difficulty concentrating or remembering</li> <li>•Feeling more slowed down</li> <li>•Feeling sluggish, hazy, foggy, or groggy</li> </ul> <p><b><u>Physical:</u></b></p> <ul style="list-style-type: none"> <li>•Headache or “pressure” in head</li> <li>•Nausea or vomiting</li> <li>•Balance problems or dizziness</li> <li>•Fatigue or feeling tired</li> <li>•Blurry or double vision</li> <li>•Sensitivity to light or noise</li> <li>•Numbness or tingling</li> <li>•Does not “feel right”</li> </ul>	<p><b><u>Emotional:</u></b></p> <ul style="list-style-type: none"> <li>•Irritable</li> <li>•Sad</li> <li>•More emotional than usual</li> <li>•Nervous</li> </ul> <p><b><u>Sleep*:</u></b></p> <ul style="list-style-type: none"> <li>•Drowsy</li> <li>•Sleeps less than usual</li> <li>•Sleeps more than usual</li> <li>•Has trouble falling asleep</li> </ul> <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](http://www.nfhslearn.com)
- Montana High School Association – Sports Medicine Page
  - <http://www.mhsa.org/SportsMedicine/SportsMed.htm>

# 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!  
It's better to miss one game than the whole season.**

# 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.

1 \_\_\_\_\_ Elementary

2  
3 **STUDENTS**

3415P

4  
5 Management of Sports Related Concussions

6  
7 A. Athletic Director or \_\_\_\_\_ in Charge of Athletic Duties:

- 8  
9 1. *Updating*: Each spring, the athletic director, or the \_\_\_\_\_ in charge of athletics  
10 if there is no athletic director, shall review any changes that have been made in procedures  
11 required for concussion and head injury management or other serious injury by consulting with  
12 the MHSA or the MHSA Web site, U.S. DPHHS, and CDCP web site. If there are any updated  
13 procedures, they will be adopted and used for the upcoming school year.  
14 2. *Identified Sports*: Identified sports include all organized youth athletic activity sponsored by the  
15 school or school district.  
16 3.

17 B. *Training*: All coaches, athletic trainers, and officials, including volunteers shall undergo training in  
18 head injury and concussion management at least once each school year by one of the following  
19 means: (1) through viewing the MHSA sport-specific rules clinic; (2) through viewing the MHSA  
20 concussion clinic found on the MHSA Sports Medicine page at [www.mhsa.org](http://www.mhsa.org); or by the district  
21 inviting the participation of appropriate advocacy groups and appropriate sports governing bodies to  
22 facilitate the training requirements.  
23

24 C. *Parent Information Sheet*: On a yearly basis, a concussion and head injury information sheet shall be  
25 distributed to the student-athlete and the athlete's parent and/or guardian prior to the student-athlete's  
26 initial practice or competition. This information sheet may be incorporated into the parent permission  
27 sheet which allows students to participate in extracurricular athletics and should include resources  
28 found on the MHSA Sports Medicine page at [www.mhsa.org](http://www.mhsa.org), U.S. DPHHS, and CDCP websites.  
29  
30

31 D. *Responsibility*: An athletic trainer, coach, or official shall immediately remove from play, practice,  
32 tryouts, training exercises, preparation for an athletic game, or sport camp a student-athlete who is  
33 suspected of sustaining a concussion or head injury or other serious injury.  
34

35 E. *Return to Play After Concussion or Head Injury*: In accordance with MHSA Return to Play Rules and  
36 Regulations and the Dylan Steigers Youth Athlete Protection Act a student athlete who has been  
37 removed from play, practice, tryouts, training exercises, preparation for an athletic game, or sport  
38 camp may not return until the athlete is cleared by a licensed health care professional (registered,  
39 licensed, certified, or otherwise statutorily recognized health care professional). The health care  
40 provider may be a volunteer.  
41

42  
43 Policy History:

44 Adopted on:

45 Reviewed on:

46 Revised on:

1        \_\_\_\_\_ **Elementary**

2  
3        **STUDENTS**

3416  
page 1 of 5

4  
5        Administering Medicines 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 the school physician or prescribed by the  
10       student’s healthcare provider.

11  
12       The Board may authorize, in writing, any school employee:

13  
14                To assist in self-administration of any drug that may lawfully be sold over the counter  
15                without a prescription to a student in compliance with the written instructions and with  
16                the written consent of a student’s parent or guardian; and

17  
18                To assist in self-administration of a prescription drug to a student in compliance with  
19                written instructions of a medical practitioner and with the written consent of a student’s  
20                parent or guardian.

21  
22        Except in an emergency situation, only a qualified healthcare professional may administer a drug  
23        or a prescription drug to a student under this policy. Diagnosis and treatment of illness and the  
24        prescribing of drugs are never the responsibility of a school employee and should not be  
25        practiced by any school personnel.

26  
27        Administering Medication

28  
29        The Board will permit administration of medication to students in schools in its jurisdiction. A  
30        school nurse (who has successfully completed specific training in administration of medication),  
31        pursuant to written authorization of a physician or dentist and that of a parent, an individual who  
32        has executed a caretaker relative educational authorization affidavit, or guardian, may administer  
33        medication to any student in the school or may delegate this task pursuant to Montana law.

34  
35        Emergency Administration of Medication

36  
37        In case of an anaphylactic reaction or risk of such reaction, the county health nurse or delegate  
38        may administer emergency oral or injectable medication to any student in need thereof on school  
39        grounds, in a school building, or at a school function, according to a standing order of a chief  
40        medical advisor or a student’s private physician.

41  
42        In the absence of the county health nurse, the \_\_\_\_\_ or designated staff member  
43        exempt from the nurse license requirement under § 37-8-103(1)(c), MCA, who has completed  
44        training in administration of medication, may give emergency medication to students orally or by  
45        injection.

1  
2  
3  
4 The Board requires that there must be on record a medically diagnosed allergic condition that  
5 would require prompt treatment to protect a student from serious harm or death.  
6

7 The \_\_\_\_\_ will enter any medication to be administered in an emergency on an  
8 individual student medication record and will file it in a student's cumulative health folder.  
9

#### 10 Self-Administration of Medication

11  
12 The District will permit students who are able to self-administer specific medication to do so  
13 provided that:  
14

- 15 • A physician or dentist provides a written order for self-administration of said medication;
- 16 • Written authorization for self-administration of medication from a student's parent, an  
17 individual who has executed a caretaker relative educational authorization affidavit, or  
18 guardian is on file; and
- 19 • The \_\_\_\_\_ and appropriate teachers are informed that a student is self-  
20 administering prescribed medication.  
21

22 The Board may authorize, in writing, any employee to assist with self-administration of  
23 medications, provided that only the following may be employed:  
24

- 25 • Making oral suggestions, prompting, reminding, gesturing, or providing a written guide  
26 for self-administering medications;
- 27 • Handing to a student a prefilled, labeled medication holder or a labeled unit dose  
28 container, syringe, or original marked and labeled container from a pharmacy;
- 29 • Opening the lid of a container for a student;
- 30 • Guiding the hand of a student to self-administer a medication;
- 31 • Holding and assisting a student in drinking fluid to assist in the swallowing of oral  
32 medications; and
- 33 • Assisting with removal of a medication from a container for a student with a physical  
34 disability that prevents independence in the act.  
35

#### 36 Self-Administration or Possession of Asthma, Severe Allergy, or Anaphylaxis Medication

37  
38 Students with allergies or asthma may be authorized by the \_\_\_\_\_, in  
39 consultation with medical personnel, to possess and self-administer emergency medication  
40 during the school day, during field trips, school-sponsored events, or while on a school bus. The  
41 student shall be authorized to possess and self-administer medication if the following conditions  
42 have been met:  
43

- 44 • A written and signed authorization from the parents, an individual who has executed a  
45 caretaker relative educational authorization affidavit, or guardians for self-administration  
46 of medication, acknowledging that the District or its employees are not liable for injury

1 that results from the student self-administering the medication.

- 5 • The student must have the prior written approval of his/her primary healthcare provider.  
6 The written notice from the student's primary care provider must specify the name and  
7 purpose of the medication, the prescribed dosage, frequency with which it may be  
8 administered, and the circumstances that may warrant its use.
- 9 • Documentation that the student has demonstrated to the healthcare practitioner and the  
10 school nurse, if available, the skill level necessary to use and administer the medication.
- 11 • Documentation of a doctor-formulated written treatment plan for managing asthma,  
12 severe allergies, or anaphylaxis episodes of the student and for medication use by the  
13 student during school hours.

14  
15 Authorization granted to a student to possess and self-administer medication shall be valid for  
16 the current school year only and must be renewed annually.

17  
18 A student's authorization to possess and self-administer medication may be limited or revoked  
19 by the \_\_\_\_\_.

20  
21 If provided by the parent, an individual who has executed a caretaker relative educational  
22 authorization affidavit, or guardian, and in accordance with documentation provided by the  
23 student's doctor, backup medication must be kept at a student's school in a predetermined  
24 location or locations to which the student has access in the event of an asthma, severe allergy, or  
25 anaphylaxis emergency.

26  
27 Immediately after using epinephrine during school hours, a student shall report to the school  
28 nurse or other adult at the school who shall provide follow up care, including making a 9-1-1  
29 emergency call.

### 30 Administration of Glucagons

31  
32  
33 School employees may voluntarily agree to administer glucagons to a student pursuant to § 20-5-  
34 412, MCA, only under the following conditions: (1) the employee may administer glucagon to a  
35 diabetic student only in an emergency situation; (2) the employee has filed the necessary  
36 designation and acceptance documentation with the District, as required by § 20-5-412(2), MCA,  
37 and (3) the employee has filed the necessary written documentation of training with the District,  
38 as required by § 20-5-412(4), MCA.

### 39 Handling and Storage of Medications

40  
41  
42 The Board requires that all medications, including those approved for keeping by students for  
43 self-medication, be first delivered by a parent, an individual who has executed a caretaker  
44 relative educational authorization affidavit, or other responsible adult to a nurse or employee  
45 assisting with self-administration of medication. A nurse or assistant:  
46



- 1 • Must examine any new medication to ensure it is properly labeled with dates, name of  
2  
3  
4 student, medication name, dosage, and physician's name;
- 5 • Must develop a medication administration plan, if administration is necessary for a  
6 student, before any medication is given by school personnel;
- 7 • Must record on the student's individual medication record the date a medication is  
8 delivered and the amount of medication received;
- 9 • Must store medication requiring refrigeration at 36° to 46° F;
- 10 • Must store prescribed medicinal preparations in a securely locked storage compartment;  
11 and  
12
- 13 • Must store controlled substances in a separate compartment, secured and locked at all  
14 times.  
15

16 The District will permit only a forty-five-(45)-school-day supply of a medication for a student to  
17 be stored at a school; and all medications, prescription and nonprescription, will be stored in  
18 their original containers.  
19

20 The District will limit access to all stored medication to those persons authorized to administer  
21 medications or to assist in the self-administration of medications. The District requires every  
22 school to maintain a current list of those persons authorized by delegation from a licensed nurse  
23 to administer medications.  
24

25 The District may maintain a stock supply of auto-injectable epinephrine to be administered by a  
26 school nurse or other authorized personnel to any student or nonstudent as needed for actual or  
27 perceived anaphylaxis. If the district intends to obtain an order for emergency use of epinephrine  
28 in a school setting or at related activities, the district shall adhere to the requirements stated in  
29 20-5-420, Section 2, MCA.  
30

31 The District may maintain a stock supply of an opioid antagonist to be administered by a school  
32 nurse or other authorized personnel to any student or nonstudent as needed for an actual or  
33 perceived opioid overdose. A school that intends to obtain an order for emergency use of an  
34 opioid antagonist in a school setting or at related activities shall adhere to the requirements in  
35 law.  
36

### 37 Disposal of Medication 38

39 The District requires school personnel either to return to a parent, an individual who has  
40 executed a caretaker relative educational authorization affidavit, or guardian or, with permission  
41 of the parent, an individual who has executed a caretaker relative educational authorization  
42 affidavit, or guardian, to destroy any unused, discontinued, or obsolete medication. A school  
43 nurse, in the presence of a witness, will destroy any medicine not repossessed by a parent or  
44 guardian within a seven-(7)-day period of notification by school authorities.  
45  
46

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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 conferred
	ARM 24.159.1604	Tasks Which May Be Routinely Assigned to an Unlicensed Person in Any Setting When a Nurse-Patient Relationship Exists
	20-5-426, MCA	Emergency use of an opioid antagonist in school setting – limit on liability
<u>Policy History:</u>		
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.*

1        \_\_\_\_\_ **Elementary**

2  
3        **STUDENTS**

4  
5  
6        Communicable Diseases

7        *Note: For purposes of this policy, the term “communicable disease” refers to the diseases*  
8        *identified in 37.114.203, ARM, Reportable Diseases, with the exception of common colds and flu.*  
9

10       In all proceedings related to this policy, the District will respect a student’s right to privacy.  
11       Although the District is required to provide educational services to all school-age children who  
12       reside within its boundaries, it may deny attendance at school to any child diagnosed as having a  
13       communicable disease that could make a child’s attendance harmful to the welfare of other  
14       students. The District also may deny attendance to a child with suppressed immunity in order to  
15       protect the welfare of that child when others in a school have an infectious disease, which,  
16       although not normally life threatening, could be life threatening to a child with suppressed  
17       immunity.  
18

19       The Board recognizes that communicable diseases that may afflict students range from common  
20       childhood diseases, acute and short-term in nature, to chronic, life-threatening diseases such as  
21       human immunodeficiency virus (HIV) infection. The District will rely on advice of the public  
22       health and medical communities in assessing the risk of transmission of various communicable  
23       diseases to determine how best to protect the health of both students and staff.  
24

25       The District will manage common communicable diseases in accordance with Montana  
26       Department of Public Health and Human Services guidelines and communicable diseases control  
27       rules. The District may temporarily exclude from school attendance a student who exhibits  
28       symptoms of a communicable disease that is readily transmitted in a school setting.  
29

30       Students who complain of illness at school may be referred to a school nurse or other responsible  
31       person designated by the Board and may be sent home as soon as a parent or person designated  
32       on a student’s emergency medical authorization form has been notified. The District reserves the  
33       right to require a statement from a student’s primary care provider authorizing a student’s return  
34       to school.  
35

36       When information is received by a staff member or a volunteer that a student is afflicted with a  
37       serious communicable disease, the staff member or volunteer will promptly notify a school nurse  
38       or other responsible person designated by the Board to determine appropriate measures to be  
39       taken to protect student and staff health and safety. The county health nurse or other responsible  
40       person designated by the Board, after consultation with and on advice of public health officials,  
41       will determine which additional staff members, if any, have need to know of the affected  
42       student’s condition.  
43

44       Only those persons with direct responsibility for the care of a student or for determining  
45       appropriate educational accommodation will be informed of the specific nature of a condition, if  
46       it is determined that such individuals need to know this information.

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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.

Legal Reference: 37.114.101, et seq., ARM Communicable Disease Control

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 \_\_\_\_\_ **Elementary**

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 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. The  
17 \_\_\_\_\_ or designated staff member will call a parent or parental designee so that  
18 the parent 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 to 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 parent or guardian cannot be reached, and it is the judgment of the person in charge that  
33 immediate medical attention is required, an injured student may be taken directly to a hospital.  
34 Once located, a parent or a guardian is responsible for continuing treatment or for making other  
35 arrangements.

36  
37  
38  
39 Legal Reference:         ARM 37.111.825         Health Supervision and Maintenance

40  
41  
42 Policy History:

43 Adopted on:

44 Reviewed on:

45 Revised on:

## Accident Report

**This form is to be completed by the appropriate employee(s) as soon as possible after an accident occurs.  
Please Print or Type.**

District Name \_\_\_\_\_ School Name \_\_\_\_\_  
 Teacher's Name \_\_\_\_\_ School Phone \_\_\_\_\_  
 Date of Accident: \_\_\_\_\_ Time: \_\_\_  AM  PM Supervising Employee \_\_\_\_\_

Claimant's Name \_\_\_\_\_  
*Last Name* *First Name* *Middle Initial*  
 Claimant's Address \_\_\_\_\_  
*City* *State* *ZIP Code*  
 Home Phone Number (\_\_\_\_) \_\_\_\_\_  
 Claimant's Age \_\_\_\_\_ Date of Birth \_\_\_\_\_ Sex \_\_\_\_\_ Grade \_\_\_\_\_  
 Parent's Name (if student) \_\_\_\_\_ Work Phone Number (\_\_\_\_) \_\_\_\_\_

<i>Nature of Injury</i>	
<input type="checkbox"/> Scratch	<input type="checkbox"/> Concussion
<input type="checkbox"/> Fracture	<input type="checkbox"/> Head Injury
<input type="checkbox"/> Bruise	<input type="checkbox"/> Sprain/Strain
<input type="checkbox"/> Burn	<input type="checkbox"/> Cut/Puncture
<input type="checkbox"/> Dislocation	<input type="checkbox"/> Bite
<input type="checkbox"/> Other _____	

<i>Place of Accident</i>	
<input type="checkbox"/> Classroom	<input type="checkbox"/> Gymnasium
<input type="checkbox"/> Hallway	<input type="checkbox"/> Parking Lot
<input type="checkbox"/> Bathroom	<input type="checkbox"/> Sidewalk
<input type="checkbox"/> Cafeteria	<input type="checkbox"/> Stairs
<input type="checkbox"/> Playground	<input type="checkbox"/> Athletic Field
<input type="checkbox"/> Other _____	

<i>Body Part Injured</i>		
<input type="checkbox"/> Ankle	<input type="checkbox"/> Foot	<input type="checkbox"/> Leg
<input type="checkbox"/> Arm	<input type="checkbox"/> Face	<input type="checkbox"/> Nose
<input type="checkbox"/> Back	<input type="checkbox"/> Finger	<input type="checkbox"/> Teeth
<input type="checkbox"/> Neck	<input type="checkbox"/> Hand	<input type="checkbox"/> Wrist
<input type="checkbox"/> Eye	<input type="checkbox"/> Knee	<input type="checkbox"/> Shoulder
<input type="checkbox"/> Other _____		

**Describe accident and injury in detail (attach additional description as necessary):** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Were efforts made to contact the parent/guardian about the accident?  Yes  No

Was first aid administered?  Yes  No By whom? \_\_\_\_\_

Was the student  Sent home  Sent to physician  Sent to hospital

Is student covered by Student Accident Insurance?  Yes  No If "yes," please list Company Name, address, and phone number \_\_\_\_\_

**If medical or hospital treatment was required, please complete the following information. (Attach a copy of medical bills, if available.)**

Name and address of doctor or hospital \_\_\_\_\_

Witnesses (Name, Address, and Phone) \_\_\_\_\_

\_\_\_\_\_  
**Signature/Name of Person Completing the Report**

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

1 \_\_\_\_\_ **Elementary**

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 \_\_\_\_\_

11 of having proper authority to remove the student. A teacher should not excuse a student from

12 class to confer with anyone, unless a request is approved by the \_\_\_\_\_. The

13 \_\_\_\_\_ will establish procedures for removal of a student during a school day.

14

15

16

17

18 Policy History:

19 Adopted on:

20 Reviewed on:

21 Revised on:



1 \_\_\_\_\_ **School District**

2  
3 **STUDENTS**

3510

4  
5 School-Sponsored Student Activities

6  
7 1. Student Organizations:

- 8  
9 a. All curricular student organizations must be approved by the administration.  
10 Secret or clandestine organizations or groups will not be permitted.  
11 b. Bylaws and rules of curricular student organizations must not be contrary to  
12 Board policy or to administrative rules and regulations.  
13 c. Procedures in curricular student organizations must follow generally accepted  
14 democratic practices in the acceptance of members and nomination and election  
15 of officers.  
16 d. Student led and initiated non-curricular student groups may meet at school in  
17 accordance with District Policy without the sponsorship of the School District.  
18

19 2. Social Events

- 20  
21 a. Social events must have prior approval of the administration.  
22 b. Social events must be held in school facilities unless approved by the Board.  
23 c. Social events must be chaperoned at all times.  
24 d. Attendance at high school social events and dances shall be limited to high school  
25 students, and middle school social events shall be limited to middle school  
26 students, unless prior permission is received from the principal.  
27

28 3. Extracurricular Activities

- 29  
30 a. Academic and behavior eligibility rules are established by MHSA rules and  
31 District policy.  
32 b. Any student convicted of a criminal offense may, at the discretion of school  
33 officials, become ineligible for such a period of time as the school officials may  
34 decide.  
35 c. In establishing an interscholastic program, the Board directs the administration to:  
36 i. Open all sports to all students enrolled in the District, with an equal  
37 opportunity for participation.  
38 ii. Recommend sports activities based on interest inventories completed by  
39 the students.  
40  
41

42 Cross Reference:            3233 Student use of Buildings-Equal Access  
43                                    3550 Student Clubs  
44                                    2332 Religion and Religious Activities  
45                                    3222 – Distribution and Posting Materials  
46                                    3233- Student Use of Buildings - Equal Access

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4331 – Use of School Property for Posting Notices

Legal Reference: § 20-5-203, MCA Secret Organization Prohibited

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

2  
3 **STUDENTS**

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 \_\_\_\_\_ to establish appropriate fees and procedures  
19 governing collection of fees and asks the \_\_\_\_\_ 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 who owes fines or fees transfers to another school district in the state and  
38 the District has decided to withhold the student's grades, diploma, or transcripts from the student  
39 and the student's parent or guardian, the District shall:

- 40 1. upon receiving notice that the student has transferred to another school district in the  
41 state, notify the student's parent or guardian in writing that the school district to which  
42 the student has transferred will be requested to withhold the student's grades, diploma, or  
43 transcripts until any obligation has been satisfied;
- 44 2. forward appropriate grades or transcripts to the school district to which the student has  
45 transferred;
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- 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 \_\_\_\_\_ 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 \_\_\_\_\_ **Elementary**

2  
3 **STUDENTS**

3600F1  
page 1 of 4

4  
5 Student Records

6  
7 Notification to Parents and Students of Rights Concerning a Student's School Records

8  
9 *This notification may be distributed by any means likely to reach the parent(s)/guardian(s).*

10  
11 The District will maintain two (2) sets of school records for each student: a permanent record  
12 and a cumulative record. The permanent record will include:

- 13  
14 Basic identifying information  
15 Academic work completed (transcripts)  
16 Level of achievement (grades, standardized achievement tests)  
17 Immunization records (per § 20-5-506, MCA)  
18 Attendance record  
19 Record of any disciplinary action taken against the student, which is educationally related  
20

21 The cumulative record may include:

- 22  
23 Intelligence and aptitude scores  
24 Psychological reports  
25 Participation in extracurricular activities  
26 Honors and awards  
27 Teacher anecdotal records  
28 Verified reports or information from non-educational persons  
29 Verified information of clear relevance to the student's education  
30 Information pertaining to release of this record  
31 Disciplinary information  
32

33 The Family Educational Rights and Privacy Act (FERPA) affords parents/guardians and students  
34 over eighteen (18) years of age ("eligible students") certain rights with respect to the student's  
35 education records. They are:

- 36  
37 1. **The right to inspect and copy the student's education records, within a reasonable  
38 time from the day the District receives a request for access.**

39  
40 Students less than eighteen (18) years of age have the right to inspect and copy their  
41 permanent record. Parents/guardians or students should submit to the appropriate school  
42 official a written request identifying the record(s) they wish to inspect. The official will  
43 make, within forty-five (45) days, arrangements for access and notify the parent(s)/  
44 guardian(s) or eligible student of the time and place the records may be inspected. The  
45 District charges a nominal fee for copying, but no one will be denied their right to copies  
46 of their records for inability to pay this cost.

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4 The rights contained in this section are denied to any person against whom an order of  
5 protection has been entered concerning a student.  
6

7 **2. The right to request amendment of the student’s education records which the**  
8 **parent(s)/guardian(s) or eligible student believes are inaccurate, misleading,**  
9 **irrelevant, or improper.**

10  
11 Parents/guardians or eligible students may ask the District to amend a record they believe  
12 is inaccurate, misleading, irrelevant, or improper. They should write the records  
13 custodian, clearly identifying the part of the record they want changed, and specify the  
14 reason.  
15

16 If the District decides not to amend the record as requested by the parent(s)/guardian(s) or  
17 eligible student, the District will notify the parent(s)/guardian(s) or eligible student of the  
18 decision and advise him or her of their right to a hearing regarding the request for  
19 amendment. Additional information regarding the hearing procedures will be provided to  
20 the parent(s)/guardian(s) or eligible student when notified of the right to a hearing.  
21

22 **3. The right to permit disclosure of personally identifiable information contained in**  
23 **the student’s education records, except to the extent that FERPA or state law**  
24 **authorizes disclosure without consent.**

25  
26 Disclosure is permitted without consent to school officials with legitimate educational or  
27 administrative interests. A school official is a person employed by the District as an  
28 administrator, supervisor, instructor, or support staff member (including health or  
29 medical staff and law enforcement unit personnel); a person serving on the Board; a  
30 person or company with whom the District has contracted to perform a special task (such  
31 as contractors, attorneys, auditors, consultants, or therapists); volunteers; other outside  
32 parties to whom an educational agency or institution has outsourced institutional services  
33 or functions that it would otherwise use employees to perform; or a parent(s)/guardian(s)  
34 or student serving on an official committee, such as a disciplinary or grievance  
35 committee, or assisting another school official in performing his or her tasks.  
36

37 A school official has a legitimate educational interest, if the official needs to review an  
38 education record in order to fulfill his or her professional responsibility.  
39

40 Upon request, the District discloses education records, without consent, to officials of  
41 another school district in which a student has enrolled or intends to enroll, as well as to  
42 any person as specifically required by state or federal law. Before information is  
43 released to individuals described in this paragraph, the parent(s)/guardian(s) will receive  
44 written notice of the nature and substance of the information and an opportunity to  
45 inspect, copy, and challenge such records. The right to challenge school student records  
46 does not apply to: (1) academic grades of their child, and (2) references to expulsions or

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4 out-of-school suspensions, if the challenge is made at the time the student's school  
5 student records are forwarded to another school to which the student is transferring.  
6

7 Disclosure is also permitted without consent to: any person for research, statistical  
8 reporting, or planning, provided that no student or parent(s)/guardian(s) can be identified;  
9 any person named in a court order; and appropriate persons if the knowledge of such  
10 information is necessary to protect the health or safety of the student or other persons.  
11

- 12 4. **The right to a copy of any school student record proposed to be destroyed or**  
13 **deleted.**  
14  
15 5. **The right to prohibit the release of directory information concerning the parent's/**  
16 **guardian's child.**  
17

18 Throughout the school year, the District may release directory information regarding  
19 students, limited to:  
20

21 Student's name  
22 Address  
23 Gender  
24 Parents/Guardians names and addresses  
25 Photograph (including electronic version)  
26 Date and place of birth  
27 Dates of attendance  
28 Grade level  
29 Participation in officially recognized activities and sports  
30 Honors and awards received  
31

32 *Any parent(s)/guardian(s) or eligible student may prohibit the release of any or all of the*  
33 *above information by delivering written objection to the school within ten (10) days of the*  
34 *date of this notice. No directory information will be released within this time period,*  
35 *unless the parent(s)/guardian(s) or eligible student are specifically informed otherwise.*  
36 *When a student transfers, leaves the District, or graduates, the school must continue to*  
37 *honor a decision to opt-out, unless the parent or student rescinds the decision.*  
38

39 A parent or student 18 years of age or an emancipated student, may not opt out of  
40 directory information to prevent the district from disclosing or requiring a student to  
41 disclose their name [identifier, institutional email address in a class in which the student  
42 is enrolled] or from requiring a student to disclose a student ID card or badge that  
43 exhibits information that has been properly designated directory information by the  
44 district in this policy.  
45  
46



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4 **6. The right to request that information not be released to military recruiters and/or**  
5 **institutions of higher education.**

6  
7 Pursuant to federal law, the District is required to release the names, addresses, and  
8 telephone numbers of all high school students to military recruiters and institutions of  
9 higher education upon request.

10  
11 Parent(s)/guardian(s) or eligible students may request that the District not release this  
12 information, and the District will comply with the request.

13  
14 **7. The right to file a complaint with the U.S. Department of Education, concerning**  
15 **alleged failures by the District to comply with the requirements of FERPA.**

16  
17 The name and address of the office that administers FERPA is:

18  
19 Family Policy Compliance Office  
20 U.S. Department of Education  
21 400 Maryland Avenue, SW  
22 Washington, DC 20202-4605  
23

24 Policy History:

25 Adopted on:

26 Reviewed on:

27 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.

<ul style="list-style-type: none"> <li>-Student's name</li> <li>-Address</li> <li>-Parents/Guardians name and address</li> <li>-Gender</li> <li>-Grade level</li> <li>-Photograph (including electronic version)</li> <li>-Date and place of birth</li> <li>-Honors and awards received</li> <li>-Dates of attendance</li> </ul>	<ul style="list-style-type: none"> <li>-Participation in officially recognized activities and sports</li> </ul>
--	---

**If you do NOT want directory information provided to the following, please check the appropriate box.**

- Institutions of Higher Education,  Potential Employers,  Armed Forces Recruiters,
- Government Agencies  Other

NOTE: If a student's name, grade level, or photograph is to be withheld, the student will not be included in the school's yearbook, program events, or other such publications.

\_\_\_\_\_  
*Parent/Eligible Student's Signature*

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

1 Elementary

2  
3 **STUDENTS**

3600P  
page 1 of 6

4  
5 Student Records

6  
7 Maintenance of School Student Records

8  
9 The District maintains two (2) sets of school records for each student – a permanent record and a  
10 cumulative record.

11  
12 The permanent record will include:

- 13
- 14 Basic identifying information
- 15 Academic work completed (transcripts)
- 16 Level of achievement (grades, standardized achievement tests)
- 17 Immunization records (per § 20-5-406, MCA)
- 18 Attendance record
- 19 Statewide student identifier assigned by the Office of Public Instruction
- 20 Record of any disciplinary action taken against the student, which is educationally related
- 21

22 Each student’s permanent file, as defined by the board of public education, must be permanently kept in a  
23 secure location.

24  
25 The cumulative record may include:

- 26
- 27 Intelligence and aptitude scores
- 28 Psychological reports
- 29 Participation in extracurricular activities
- 30 Honors and awards
- 31 Teacher anecdotal records
- 32 Verified reports or information from non-educational persons
- 33 Verified information of clear relevance to the student’s education
- 34 Information pertaining to release of this record
- 35 Disciplinary information
- 36 Camera footage only for those students directly involved in the incident
- 37

38 Information in the permanent record will indicate authorship and date and will be maintained in  
39 perpetuity for every student who has been enrolled in the District. Cumulative records will be maintained  
40 for eight (8) years after the student graduates or permanently leaves the District. Cumulative records  
41 which may be of continued assistance to a student with disabilities, who graduates or permanently  
42 withdraws from the District, may, after five (5) years, be transferred to the parents or to the student if the  
43 student has succeeded to the rights of the parents.

44  
45 The building principal will be responsible for maintenance, retention, or destruction of a student’s  
46 permanent or cumulative records, in accordance with District procedure established by the \_\_\_\_\_.

47  
48 Access to Student Records

49  
50 The District will grant access to student records as follows:

1. The District or any District employee will not release, disclose, or grant access to information found in any student record except under the conditions set forth in this document.
2. The parents of a student under eighteen (18) years of age will be entitled to inspect and copy information in the child's school records. Such requests will be made in writing and directed to the records custodian. Access to the records will be granted within fifteen (15) days of the District's receipt of such request. Parents are not entitled to records of other students. If a record contains information about two students, information related to the student of the non-requesting parent will be redacted from the record.

In situations involving a record containing video footage, a parent of a student whose record contains the footage is allowed to view the footage contained in the record but is not permitted to receive a copy unless the parents of the other involved students provide consent. The footage is not a record of students in the background of the image or not otherwise involved in the underlying matter.

Where the parents are divorced or separated, both will be permitted to inspect and copy the student's school records, unless a court order indicates otherwise. The District will send copies of the following to both parents at either one's request, unless a court order indicates otherwise:

- a. Academic progress reports or records;
- b. Health reports;
- c. Notices of parent-teacher conferences;
- d. School calendars distributed to parents/guardians; and
- e. Notices about open houses and other major school events, including student-parent interaction.

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.

Access will not be granted to the parent or the student to confidential letters and recommendations concerning admission to a post-secondary educational institution, applications for employment, or receipt of an honor or award, if the student has waived his or her right of access after being advised of his or her right to obtain the names of all persons making such confidential letters or statements.

3. The District may grant access to or release information from student records without prior written consent to school officials with a legitimate educational interest in the information. A school official is a person employed by the District in an administrative, supervisory, academic, or support staff position (including, but not limited to administrators, teachers, counselors, paraprofessionals, coaches, and bus drivers), and the board of trustees. A school official may also include a volunteer or contractor not employed by the District but who performs an educational service or function for which the District would otherwise use its own employees and who is under the direct control of the District with respect to the use and maintenance of personally identifying information from education records, or such other third parties under contract with the

District to provide professional services related to the District's educational mission, including, but not limited to, attorneys and auditors. A school official has a legitimate 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 \_\_\_\_\_. 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 \_\_\_\_\_ 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)
- 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

1  
2  
3  
4 how to request the student's directory photograph be removed from the repository.

5  
6 Military Recruiters/Institutions of Higher Education/Government Agencies

7  
8 Pursuant to federal law, the District is required to release the names, addresses, and telephone  
9 numbers of all high school students to military recruiters and institutions of higher education upon  
10 request.

11  
12 The Montana Superintendent of Public Instruction may release student information to the Montana  
13 Commissioner of Higher Education and Montana Department of Labor and Industry for research purposes  
14 after entering into agreement with Commissioner and Department. If the Superintendent of Public  
15 Instruction offers a statewide assessment that serves as a college entrance exam, the student's personally  
16 identifiable information may be released to colleges, state-contracted testing agencies, and scholarship  
17 organizations with student consent.

18  
19 The notification to parents and students concerning school records will inform them of their right to  
20 object to the release of this information.

21  
22 Student Record Challenges

23  
24 The District shall give a parent or eligible student, on request, an opportunity for a hearing to challenge  
25 content of the student's education records on the grounds that the information contained in the education  
26 records is inaccurate, misleading, or in violation of the privacy rights of the student.

27  
28 The hearing required by 34 C.F.R. 99.21 must meet, at a minimum, the following requirements:

- 29
- 30 • The District shall hold the hearing within a reasonable time after it has received the request for  
the hearing from the parent or eligible student.
  - 31 • The District shall give the parent or eligible student notice of the date, time, and place, reasonably  
32 in advance of the hearing.
  - 33 • The hearing may be conducted by any individual including an official of the District who does  
34 not have direct interest in the outcome of the hearing.
  - 35 • The District shall make its decision in writing within a reasonable amount of time after the  
36 hearing.
  - 37 • The decision must be based solely on the evidence presented at the hearing, and must include a  
38 summary of the evidence and the reasons for the decision.
- 39

40 The parent or eligible student has:

- 41
- 42 • The right to present evidence and to call witnesses;
  - 43 • The right to cross-examine witnesses;
  - 44 • The right to counsel;
  - 45 • The right to a written statement of any decision and the reasons therefor;
- 46

47 The parents may insert a written statement of reasonable length describing their position on disputed  
48 information. The school will maintain the statement with the contested part of the record for as long as  
49 the record is maintained and will disclose the statement whenever it discloses the portion of the record to  
50 which the statement relates.

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Legal Reference:	Family Education Rights and Privacy Act, 20 U.S.C. § 1232g (2011); 34 C.F.R. 99 (2011), 34 C.F.R. 99.20-22
	§ 20-5-201, MCA Duties and sanctions
	§ 40-4-225, MCA Access to records by parent
	§ 41-3-201, MCA Reports
	§ 41-5-215, MCA Youth court and department records – notification of school
	§ 20-7-104 Transparency and public availability of public school performance data -- reporting-- availability for timely use to improve instruction.
	10.55.909, ARM Student records
	10.55.910, ARM Student Discipline Records
	Chapter 250 (2019) Electronic Director Photograph Repository

Procedure History:

Promulgated on:  
Reviewed on:  
Revised on:



1 \_\_\_\_\_ **Elementary**

2  
3 **STUDENTS**

3606

4  
5 Transfer of Student Records

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7 The \_\_\_\_\_ will forward by mail or by electronic means a certified copy of a  
8 permanent or cumulative file of any student and a file of special education records of any student  
9 to a local educational agency or accredited school in which a student seeks to or intends to enroll  
10 within five (5) working days after receipt of a written or electronic request. The files to be  
11 forwarded must include education records in a permanent file – that is, name and address of a  
12 student, name of parent or legal guardian, date of birth, academic work completed, level of  
13 achievement (grades, standardized tests), immunization records, special education records, and  
14 any disciplinary actions taken against a student that are educationally related.

15  
16 When the \_\_\_\_\_ cannot transfer records within five (5) days, the  
17 \_\_\_\_\_ will notify a requestor, in writing or electronically, and will provide  
18 reasons why the \_\_\_\_\_ is unable to comply with a five-(5)-day time period.  
19 The \_\_\_\_\_ also will include in that notice the date by which requested records  
20 will be transferred. The \_\_\_\_\_ will not refuse to transfer records because a  
21 student owes fines or fees.

22  
23  
24  
25 Cross Reference:      3413                      Student Immunization  
26                              3600 - 3600P                      Student Records

27  
28 Legal Reference:      § 20-1-213, MCA      Transfer of school records

29  
30  
31 Policy History:

32 Adopted on:

33 Reviewed on:

34 Revised on:

1 \_\_\_\_\_ **Elementary**

2  
3 **STUDENTS**

3608

4  
5 Receipt of Confidential Records

6  
7 Pursuant to Montana law, the District may receive case records of the Department of Public  
8 Health and Human Services and its local affiliate, the county welfare department, the county  
9 attorney, and the court concerning actions taken and all records concerning reports of child abuse  
10 and neglect. The District will keep these records confidential as required by law and will not  
11 include them in a student's permanent file.

12  
13 The Board authorizes the individuals listed below to receive information with respect to a  
14 District student who is a client of the Department of Public Health and Human Services:

- 15  
16 • \_\_\_\_\_  
17 • District Clerk

18  
19  
20 When the District receives information pursuant to law, the District Clerk will prevent  
21 unauthorized dissemination of that information.

22  
23  
24  
25 Cross Reference: 3600 - 3600P Student Records

26  
27 Legal Reference: § 41-3-205, MCA Confidentiality – disclosure exceptions

28  
29  
30 Policy History:

31 Adopted on:

32 Reviewed on:

33 Revised on:

1 \_\_\_\_\_ **Elementary**

2  
3 **STUDENTS**

3612  
page 1 of 2

4  
5 District-Provided Access to Electronic Information, Services, and Networks

6  
7 General

8  
9 The District makes Internet access and interconnected computer systems available to District students and  
10 teacher. The District provides electronic networks, including access to the Internet, as part its  
11 instructional program and to promote educational excellence by facilitating resource sharing, innovation,  
12 and communication.

13  
14 The District expects all students to take responsibility for appropriate and lawful use of this access,  
15 including good behavior on-line. The District may withdraw student access to its network and to the  
16 Internet when any misuse occurs. The teacher and other staff will make reasonable efforts to supervise  
17 use of network and Internet access; however, student cooperation is vital in exercising and promoting  
18 responsible use of this access.

19  
20 The district shall provide age-appropriate instruction to students regarding appropriate online behavior.  
21 Such instruction shall include, but not be limited to: positive interactions with others online, including on  
22 social networking sites and in chat rooms; proper online social etiquette; protection from online predators  
23 and personal safety; and how to recognize and respond to cyberbullying and other threats.

24  
25 Curriculum

26  
27 Use of District electronic networks will be consistent with the curriculum adopted by the District, as well  
28 as with varied instructional needs, learning styles, abilities, and developmental levels of students, and will  
29 comply with selection criteria for instructional materials and library materials. The teacher may use the  
30 Internet throughout the curriculum, consistent with the District's educational goals.

31  
32 Acceptable Uses

- 33
- 34 1. Educational Purposes Only. All use of the District's electronic network must be: (1) in support of  
35 education and/or research, and in furtherance of the District's stated educational goals; or (2) for a  
36 legitimate school business purpose. Use is a privilege, not a right. Students and staff members  
37 have no expectation of privacy in any materials that are stored, transmitted, or received via the  
38 District's electronic network or District computers. The District reserves the right to monitor,  
39 inspect, copy, review, and store, at any time and without prior notice, any and all usage of the  
40 computer network and Internet access and any and all information transmitted or received in  
41 connection with such usage.
  - 42  
43 2. Unacceptable Uses of Network. The following are considered unacceptable uses and constitute a  
44 violation of this policy:
    - 45  
46 A. Uses that violate the law or encourage others to violate the law, including but not limited  
47 to transmitting offensive or harassing messages; offering for sale or use any substance the  
48 possession or use of which is prohibited by the District's student discipline policy;  
49 viewing, transmitting, or downloading pornographic materials or materials that encourage  
50 others to violate the law; intruding into the networks or computers of others; and  
51

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4 downloading or transmitting confidential, trade secret information, or copyrighted  
5 materials.

- 6  
7 B. Uses that cause harm to others or damage to their property, including but not limited to  
8 engaging in defamation (harming another's reputation by lies); employing another's  
9 password or some other user identifier that misleads message recipients into believing  
10 that someone other than you is communicating, or otherwise using his/her access to the  
11 network or the Internet; uploading a worm, virus, other harmful form of programming or  
12 vandalism; participating in "hacking" activities or any form of unauthorized access to  
13 other computers, networks, or other information.  
14  
15 C. Uses that jeopardize the security of student access and of the computer network or other  
16 networks on the Internet.  
17  
18 D. Uses that are commercial transactions. Students and other users may not sell or buy  
19 anything over the Internet. Students and others should not give information to others,  
20 including credit card numbers and social security numbers.  
21

#### 22 Warranties/Indemnification

23  
24 The District makes no warranties of any kind, express or implied, in connection with its provision of  
25 access to and use of its computer networks and the Internet provided under this policy. The District is not  
26 responsible for any information that may be lost, damaged, or unavailable when using the network or for  
27 any information that is retrieved or transmitted via the Internet. The District will not be responsible for  
28 any unauthorized charges or fees resulting from access to the Internet. Any user is fully responsible to the  
29 District and will indemnify and hold the District, its trustees, administrators, teachers, and staff harmless  
30 from any and all loss, costs, claims, or damages resulting from such user's access to its computer network  
31 and the Internet, including but not limited to any fees or charges incurred through purchase of goods or  
32 services by a user. The District expects a user or, if a user is a minor, a user's parents or legal guardian to  
33 cooperate with the District in the event of its initiating an investigation of a user's use of access to its  
34 computer network and the Internet.  
35

#### 36 Violations

37  
38 If a user violates this policy, the District will deny a student's access or will withdraw access and may  
39 subject a student to additional disciplinary action. The \_\_\_\_\_ will make all decisions  
40 regarding whether or not a user has violated this policy and any related rules or regulations and may deny,  
41 revoke, or suspend access at any time, with that decision being final.  
42

#### 43 Policy History:

44 Adopted on:

45 Reviewed on:

46 Revised on:  
47

**INTERNET ACCESS 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, and Networks (Policy No. 3612). Should I commit any violation or in any way misuse my access to the District's computer network and/or the Internet, I understand and agree that my access privilege may be revoked and school disciplinary action may be taken against me.

User's Name (Print): \_\_\_\_\_ Home Phone: \_\_\_\_\_  
 User's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Address: \_\_\_\_\_

Status: Student \_\_\_\_\_ Staff \_\_\_\_\_ Patron \_\_\_\_\_

**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, and Networks for the student's access to the District's 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, therefore, signing this Agreement and agree to indemnify and hold harmless the District, the Trustees, Administrators, teachers, and other staff against all claims, damages, losses, and costs, of whatever kind, that may result from my child's use of or access to such networks or his/her violation of the District's policy. Further, I accept full responsibility for supervision of my child's use of his/her 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.

Parent/Legal Guardian (print): \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Home Phone: \_\_\_\_\_ Address: \_\_\_\_\_  
 Date: \_\_\_\_\_

This Agreement is valid for the \_\_\_\_\_ school year only.

2  
3 **STUDENTS**

3650

4  
5 Pupil Online Personal Information Protection

6  
7 Compliance

8 The School District will comply with the Montana Pupil Online Personal Information Protection  
9 Act. The School District shall execute written agreements with operators who provide online  
10 applications for students and employees in the school district. The School District will execute  
11 written agreements with third parties who provide digital educational software or services,  
12 including cloud-based services, for the digital storage, management, and retrieval of pupil  
13 records. The written agreements will require operators and third parties to the School District for  
14 K-12 purposes or the delivery of student or educational services to comply with Montana and  
15 federal law regarding protected student information. All pupil records accessed by the operator  
16 or third party during the term of the agreement or delivery of service to the application will  
17 continue to be the property of and under the control of the school district.  
18

19 Operators of Online Applications

20 Operators providing online applications to the School District shall not target advertising to  
21 students, sell student information, or otherwise misuse student information. Operators shall not  
22 use information to amass a profile about a pupil, except in furtherance of K-12 school  
23 purposes. Operators shall not sell a pupil's information, including protected information unless  
24 authorized by law. Operators shall not disclose protected information unless the disclosure is  
25 made in accordance with School District policy, state or federal law, or with parent consent.  
26 Operators shall implement and maintain reasonable security procedures and practices appropriate  
27 to the nature of the protected information and safeguard that information from unauthorized  
28 access, destruction, use, modification, or disclosure. Operators shall delete a pupil's protected  
29 information if the school or district requests the deletion of data under the control of the school  
30 or district.  
31

32 Third Parties Providing Software and Services

33 Third parties providing digital education software and services to the School District shall certify  
34 that pupil records will not be retained or available to the third party upon completion of the terms  
35 of the agreement. Furthermore, third parties shall not use any information in pupil records for  
36 any purpose other than those required or specifically permitted by the agreement with the  
37 operator. Third parties shall not use personally identifiable information in pupil records to  
38 engage in targeted advertising.  
39

40 Third parties providing digital education software and services to the School District shall  
41 provide a description of the means by which pupils may retain possession and control of their  
42 own pupil-generated content. Third parties shall provide a description of the procedures by  
43 which a parent, legal guardian, or eligible pupil may review personally identifiable information  
44 in the pupil's records and correct erroneous information. Third parties shall provide a description  
45 of the actions the third party will take, including the designation and training of responsible  
46 individuals, to ensure the security and confidentiality of pupil records. Third parties shall provide

1 a description of the procedures for notifying the affected parent, legal guardian, or pupil if 18  
2 years of age or older in the event of an unauthorized disclosure of the pupil's records;

3  
4 Failure to Comply and Legal Review

5 An operator's or third party's failure to honor the law, agreement or School District policy will  
6 result in termination of services. The School District will report any operator who fails to honor  
7 the law to the appropriate authorities for criminal prosecution.

8  
9 All contracts and agreements executed under this agreement will be reviewed by the School  
10 District's legal counsel.

11  
12 Cross Reference: Policy 3600 – Student Records  
13 Policy 3650F- Model Agreement

14  
15 Legal Reference: Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R.  
16 99  
17 Montana Pupil Online Personal Information Protection Act, Title 20,  
18 chapter 7, part 13, MCA

19  
20 Policy History:

21 Adopted on:

22 Reviewed on:

23 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 \_\_\_\_\_

\_\_\_\_\_ **ELEMENTARY**  
**4000 SERIES**  
**COMMUNITY RELATIONS**

**R = required**

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1 \_\_\_\_\_ **Elementary**

2  
3 **COMMUNITY RELATIONS**

4120

4  
5 Public Relations

6  
7 The District will strive to maintain effective two-way communications with the public to enable  
8 the Board and staff to interpret schools' needs to the community and provide a means for citizens  
9 to express their needs and expectations to the Board and staff.

10  
11 The \_\_\_\_\_ will establish and maintain a communication process within the school  
12 system and between it and the community. Such public information program will provide for  
13 news releases at appropriate times, arrange for media coverage of District programs and events,  
14 provide for regular direct communications between individual schools and the citizens they  
15 serve, and assist staff in improving their skills and understanding in communicating with the  
16 public.

17  
18 The District may solicit community opinion through parent organizations, parent-teacher  
19 conferences, open houses, and other events or activities which may bring staff and citizens  
20 together.

21  
22  
23  
24 Legal Reference: Art. II, Sec. 8, Montana Constitution - Right of participation  
25 Art. II, Sec. 9, Montana Constitution - Right to know

26  
27 Policy History:

28 Adopted on:

29 Reviewed on:

30 Revised on:



1 \_\_\_\_\_ **Elementary**

2

3 **COMMUNITY RELATIONS**

4301

4

5 Visitors to School

6

7 The District welcomes visits by parents and citizens to all District buildings. All visitors shall  
8 report to the office upon entering the school and comply with any other applicable school safety  
9 and security policy, procedure or protocol. School visitors shall not interfere with school  
10 operations or delivery of educational services to students. Conferences with teachers should be  
11 held outside school hours or during the teacher’s conference or preparation time.

12

13

14

15 Policy History:

16 Adopted on:

17 Reviewed on:

18 Revised on:

1 \_\_\_\_\_ **Elementary**

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 Board of Trustees. 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:

1 \_\_\_\_\_ **Elementary**

2  
3 **COMMUNITY RELATIONS**

4313

4  
5 Disruption of School Operations

6  
7 The staff member in charge will immediately notify local law enforcement authorities, if any  
8 person disrupts or obstructs any school program, activity, or meeting or threatens to do so, or  
9 commits, threatens to imminently commit, or incites another to commit any act that will disturb  
10 or interfere with or obstruct any lawful task, function, process, or procedure of any student,  
11 official, employee, or invitee of the District.

12  
13 The staff member in charge will make a written report detailing the incident no later than twenty-  
14 four (24) hours after the incident occurs. A copy of the report will be given to the Board Chair.

15  
16  
17  
18 Cross Reference: 4301 Visitors to Schools

19  
20 Legal Reference: § 20-1-206, MCA Disturbance of school - penalty  
21 § 20-5-201, MCA Duties and sanctions  
22 § 45-8-101, MCA Disorderly conduct

23  
24 Policy History:

25 Adopted on:

26 Reviewed on:

27 Revised on:

1 \_\_\_\_\_ **Elementary**

2  
3 **COMMUNITY RELATIONS**

4316

4  
5 Accommodating Individuals With Disabilities

6  
7 Individuals with disabilities will be provided opportunity to participate in all school-sponsored  
8 services, programs, or activities on a basis equal to those without disabilities and will not be  
9 subject to illegal discrimination.

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

14  
15 The \_\_\_\_\_ is designated the Americans with Disabilities Act Title II Coordinator.

16  
17 An individual with a disability should notify the \_\_\_\_\_ if they have a disability which  
18 will require special assistance or services and what services are required. This notification  
19 should occur as far as possible before the school-sponsored function, program, or meeting.

20  
21 Individuals with disabilities may allege a violation of this policy or of federal law by reporting it  
22 to the supervising teacher, as the Title II Coordinator, or by filing a grievance under the Uniform  
23 Complaint Procedure.

24  
25  
26  
27 Cross Reference: 1700 Uniform Complaint Procedure

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

31  
32 Policy History:

33 Adopted on:

34 Reviewed on:

35 Revised on:

5 Contact With Students

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.

12 Teachers may arrange for guest speakers on appropriate topics relative to the curriculum and  
13 approve school assemblies on specific educational topics of interest and relevance to the school  
14 program. The District normally does not permit other types of contact by non-school personnel.

16 Unless authorized by the teacher or otherwise required by District policy or state and federal law,  
17 the District will not allow access to the schools by outside individuals, entities, businesses,  
18 service providers, or organizations desiring to use the captive audience in a school for  
19 information, sales material, special interest purposes or delivery of services to students or groups  
20 of students that are unrelated to District operations.

24 Policy History:

25 Adopted on:

26 Reviewed on:

27 Revised on:

1 \_\_\_\_\_ **Elementary**

2

3 **COMMUNITY RELATIONS**

4321

4

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:



1 \_\_\_\_\_ **Elementary**

2  
3 **COMMUNITY RELATIONS**

4331

4  
5 Use of School Property for Posting Notices

6  
7 Non-school-related organizations may request permission of the \_\_\_\_\_ to display  
8 posters in the area reserved for community posters or to have flyers distributed to students.

9  
10 Posters and/or flyers must be student oriented and have the sponsoring organization's name  
11 prominently displayed. The District will not permit the posting or distribution of any material  
12 that would:

- 13  
14 A. Disrupt the educational process;  
15  
16 B. Violate the rights of others;  
17  
18 C. Invade the privacy of others;  
19  
20 D. Infringe on a copyright;  
21  
22 E. Be obscene, vulgar, or indecent; or  
23  
24 F. Promote the use of drugs, alcohol, tobacco, firearms, or certain products that create  
25 community concerns.

26  
27 No commercial publication shall be posted or distributed unless the purpose is to further a school  
28 activity, such as graduation, class pictures, or class rings. No information from any candidates  
29 for non-student elective offices shall be posted in or around school district property, or  
30 distributed to the students.

31  
32 If permission is granted to distribute materials, the organization must arrange to have copies  
33 delivered to the school. Distribution of the materials will be arranged by the \_\_\_\_\_.

34  
35  
36  
37 Policy History:

38 Adopted on:

39 Reviewed on:

40 Revised on:



1 \_\_\_\_\_ **Elementary**

2  
3 **COMMUNITY RELATIONS**

4332

4  
5 Conduct on School Property

6  
7 In addition to prohibitions stated in other District policies, no person on school property shall:

- 8  
9 1. Injure or threaten to injure another person;
- 10  
11 2. Damage another’s property or that of the District;
- 12  
13 3. Violate any provision of the criminal law of the state of Montana or town or county ordinance;
- 14  
15 4. Smoke or otherwise use tobacco or nicotine products, and alternative nicotine and vapor products  
16 as defined in 16-11-302, MCA, or other similar products;
- 17  
18 5. Consume, possess, or distribute alcoholic beverages, illegal drugs, or possess weapons  
19 (as defined in Policy 3310) at any time;
- 20  
21 6. Impede, delay, or otherwise interfere with the orderly conduct of the District’s educational  
22 program or any other activity occurring on school property;
- 23  
24 7. Enter upon any portion of school premises at any time for purposes other than those which are  
25 lawful and authorized by the Board; or
- 26  
27 8. Willfully violate other District rules and regulations.

28  
29 “School property” means within school buildings, in vehicles used for school purposes, or on owned or  
30 leased school grounds. The \_\_\_\_\_ will take appropriate action, as circumstances warrant.

31  
32 Cross Reference: 3310 Student Discipline  
33 3311 Firearms and Weapons

34  
35 Legal Reference: Pro-Children Act of 1994, 20 U.S.C. § 6081  
36 Smoke Free School Act of 1994  
37 16-11-302, MCA Definitions  
38 § 20-1-220, MCA Use of tobacco product in public school building or on  
39 public school property prohibited  
40 § 20-5-410, MCA Civil penalty  
41 § 45-8-351, MCA Restriction on Local Government Regulation of  
42 Firearms  
43 Article X, section 8 Montana Constitution

44  
45 Policy History:

46 Adopted on:  
47 Reviewed on:  
48 Revised on:

1        \_\_\_\_\_ **Elementary**

2  
3        **COMMUNITY RELATIONS**

4340

page 1 of 2

4  
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, photostating, 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 Clerk will serve as the public records coordinator, with responsibility and authority for  
19        ensuring compliance with the display, indexing, availability, inspection, and copying  
20        requirements of state law and this policy. As coordinator, the Clerk will authorize the inspection  
21        and copying of District records only in accordance with the criteria set forth in this policy.

22  
23        In accordance with Title 2, Chapter 6, MCA, the District will make available for public  
24        inspection and copying all District records or portions of records, except those containing the  
25        following information:

- 26  
27        1.        Personal information in any file maintained for students. Information in student records  
28        will be disclosed only in accordance with requirements of the Family Educational Rights  
29        and Privacy Act of 1974 and adopted District policy.  
30  
31        2.        Personal information in files maintained for staff, to the extent that disclosure will violate  
32        their right to privacy.  
33  
34        3.        Test questions, scoring keys, or other examination data used to administer academic tests.  
35  
36        4.        The contents of real estate appraisals made for or by the District relative to the  
37        acquisition of property, until the project is abandoned or until such time as all of the  
38        property has been acquired, but in no event will disclosure be denied for more than three  
39        (3) years after appraisal.  
40  
41        5.        Preliminary drafts, notes, recommendations, and intra-District memoranda in which  
42        opinions are expressed or policies formulated or recommended, except a specific record  
43        shall not be exempt when publicly cited by the District in connection with any District  
44        action.  
45  
46

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- 4 6. Records relevant to a controversy to which the District is a party, but which would not be
- 5 available to another party under the rules of pretrial discovery, for cases pending
- 6 resolution.
- 7
- 8 7. Records or portions of records, the disclosure of which would violate personal rights of
- 9 privacy.
- 10
- 11 8. Records or portions of records, the disclosure of which would violate governmental
- 12 interests.
- 13
- 14 9. Records or information relating to individual or public safety or the security of public
- 15 schools if release of the information jeopardizes the safety of facility personnel, the
- 16 public, students in a public school.
- 17

18 If the District denies any request, in whole or in part, for inspection and copying of records, the  
19 District will provide the requesting party with reasons for denial.

20

21 If the record requested for inspection and/or copying contains both information exempted from  
22 disclosure and non-exempt information, the District shall, to the extent practicable, produce the  
23 record with the exempt portion deleted and shall provide written explanation for the deletion.

24

25 The District will not provide access to lists of individuals, which the requesting party intends to  
26 use for commercial purposes or which the District reasonably believes will be used for  
27 commercial purposes if such access is provided.

28

29 The coordinator is authorized to seek an injunction to prevent disclosure of records otherwise  
30 suitable for disclosure, when it is determined reasonable cause exists to believe disclosure would  
31 not be in the public interest and would substantially or irreparably damage any person or would  
32 substantially or irreparably damage vital governmental functions.

33

34

35

36 Legal Reference: Title 20, Ch. 6, MCA School districts  
37 § 2-6-109, MCA Prohibition on distribution or sale of mailing lists –  
38 exceptions – penalty

39

40 Policy History:

41 Adopted on:

42 Reviewed on:

43 Revised on:

1 \_\_\_\_\_ Elementary

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  
22 County Interdisciplinary Child Information and School Safety Team

23  
24 The District will participate in the \_\_\_\_\_ County interdisciplinary child information and school safety  
25 team established by Section 52-2-211, MCA. This team consists of county-level representatives of the  
26 youth court, the county attorney, the department of public health and human services, the county  
27 superintendent of schools, the sheriff, the chief of any police force, the superintendents of public school  
28 districts in the County, and the department of 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 \_\_\_\_\_ is authorized to request information from the interdisciplinary child information  
36 and school safety team regarding students in the School District. The \_\_\_\_\_ shall utilize this  
37 authority on a regular basis to ensure the safety and security of the District.

38  
39 Cross Reference: 4313 Disruption of School Operations

40  
41 Legal Reference: § 20-1-206, MCA Disturbance of school – penalty  
42 § 52-2-211, MCA County Interdisciplinary Child Information and  
43 School Safety Team

44  
45  
46 Policy History:

47 Adopted on:

48 Reviewed on:

49 Revised on:

1 \_\_\_\_\_ **Elementary**

2  
3 **COMMUNITY RELATIONS**

4411  
Page 1 of 3

5  
6 Interrogation and Investigations Conducted by School Officials

7  
8 The \_\_\_\_\_ has the authority and duty to conduct investigations and to question  
9 students pertaining to infractions of school rules, whether or not the alleged conduct is a  
10 violation of criminal law. The \_\_\_\_\_ shall determine when the necessity exists that  
11 law enforcement officers be asked to conduct an investigation of alleged criminal behavior  
12 which jeopardizes the safety of other people or school property or which interferes with the  
13 operation of the schools.

14  
15 In instances when the \_\_\_\_\_ has reasonable suspicion that a violation of district  
16 policy or the student code of conduct has been violated, the \_\_\_\_\_ will investigate.  
17 The \_\_\_\_\_ will notify the suspected rule violator(s) or potential witness(es) to the  
18 infraction. The suspected student shall be advised orally or in writing of the nature of the alleged  
19 offense and of the evidence against the student. Circumstances may arise where it would be  
20 advisable to have another adult present during questioning of students.

21  
22 Investigations by Law Enforcement

23  
24 When a student becomes involved with law enforcement officers due to events outside of the  
25 school environment and officers must interact with a student, the officer(s) is requested to confer  
26 with the student when he/she is being investigated for conduct not under the jurisdiction of the  
27 school.

- 28  
29 a. The officer shall contact the \_\_\_\_\_ and present proper identification in all  
30 occasions upon his/her arrival on school premises.
- 31  
32 b. Parents or guardians shall be notified by the law enforcement officer, \_\_\_\_\_  
33 or \_\_\_\_\_ as soon as possible. The law enforcement officer, \_\_\_\_\_  
34 shall make every effort to inform parents or guardians of the intent of the law  
35 enforcement officers except when that notification may compromise the student's safety.
- 36  
37 c. The student's parent or guardian should be present, if practicable, during any  
38 interrogation on school premises.

39  
40 Cooperation with Law Enforcement

41  
42 Although cooperation with law enforcement officers will be maintained, it is the preference of  
43 the District that it will not normally be necessary for law enforcement officers to initiate, and  
44 conduct any investigation and interrogation on the school premises, during school hours,  
45 pertaining to criminal activities unrelated to the operation of the school. It is preferred that only  
46

1  
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4 in demonstrated emergencies, when law enforcement officers find it necessary, will they conduct  
5 such an investigation during school hours. These circumstances might be limited to those in  
6 which delay might result in danger to any person, flight of a person reasonably suspected of a  
7 crime from the jurisdiction or local authorities, destruction of evidence, or continued criminal  
8 behavior.

9  
10 No school official, however, should ever place him/herself in the position of interfering with a  
11 law enforcement official in the performance of his or her duties as an officer of the law. If the  
12 law enforcement officials are not recognized and/or are lacking a warrant or court order, the  
13 \_\_\_\_\_ shall require proper identification of such officials and the reason(s) for the  
14 visit to the school. If the \_\_\_\_\_ is not satisfied, he/she shall attempt to notify the  
15 \_\_\_\_\_ and the officer's superior, documenting such action.

16  
17 In all cases, the officers shall be requested to obtain prior approval of the \_\_\_\_\_ or  
18 other designated person before beginning such an investigation on school premises. The  
19 \_\_\_\_\_ shall document the circumstances of such investigations as soon as practical.  
20 Alleged behavior related to the school environment brought to the \_\_\_\_\_ attention by  
21 law enforcement officers shall be dealt with under the provisions of the two previous sections.

### 22 23 Taking a Student into Custody

24  
25 School officials shall not release students to law enforcement authorities voluntarily unless the  
26 student has been placed under arrest or unless the parent or guardians and the student agree to the  
27 release. When students are removed from school for any reason by law enforcement authorities,  
28 every reasonable effort will be made to notify the student's parents or guardians immediately.  
29 Such effort shall be documented. Whenever an attempt to remove a student from school occurs  
30 without an arrest warrant, court order, or without acquiescence of the parent or guardian, or the  
31 student, the \_\_\_\_\_ shall immediately notify a superior of the law enforcement officers  
32 involved to make objection to the removal of the student and shall attempt to notify the parent or  
33 guardian of the student. The \_\_\_\_\_ office shall be notified immediately of any  
34 removal of a student from school by law enforcement officers under any circumstances.

35  
36 When it is necessary to take a student into custody on school premises and time permits, the law  
37 enforcement officer shall be requested to notify the \_\_\_\_\_ and relate the  
38 circumstances necessitating such action. When possible, the \_\_\_\_\_ shall have the  
39 student summoned to the \_\_\_\_\_ office where the student may be taken into custody.  
40 In all situations of interrogations, arrest or service of subpoenas of a student by law enforcement  
41 officers on school premises, all practicable steps shall be taken to ensure a minimum of  
42 embarrassment or invasion of privacy of the student and disruption to the school environment.

### 43 44 Disturbance of School Environment

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4  
5 Law enforcement officers may be requested to assist in controlling disturbances of the school  
6 environment which the \_\_\_\_\_ or other school \_\_\_\_\_ has found to be  
7 unmanageable by school personnel and which disturbances have the potential of causing harm to  
8 students, other persons, or school property. Staff members may also notify law enforcement  
9 officials.

10  
11 Such potential of possible disturbance includes members of the public who have exhibited  
12 undesirable or illegal conduct on school premises or at a school event held on school property,  
13 and who have been requested to leave by an \_\_\_\_\_ or staff member, but have failed  
14 or refused to do so.

15  
16  
17 Legal Reference:      § 20-1-206, MCA      Disturbance of school - penalty  
18                              § 20-5-201, MCA      Duties and sanctions  
19                              § 45-8-101, MCA      Disorderly conduct  
20  
21  
22

23 Policy History:

24 Adopted on:

25 Reviewed on:

26 Revised on:





1 \_\_\_\_\_ **Elementary**

2  
3 **COMMUNITY RELATIONS**

4550  
page 1 of 2

4  
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 District declares that, except  
10 in limited circumstances, the District should be off limits to registered sex offenders.

11  
12 Employment

13  
14 Notwithstanding any other Board policy, individuals listed by the State of Montana as registered  
15 sex offenders are ineligible for employment in any position within the District. However, the  
16 Board of Trustees shall have discretion consistent with other Board policies to employ an  
17 individual whose name has been expunged from the Sex Offender Registry.

18  
19 School Off Limits

20  
21 The District hereby declares that no registered sex offender whose victim was a minor may come  
22 on, about, or within one thousand (1,000) feet of any District-owned buildings or property except  
23 as otherwise provided in this policy. If the \_\_\_\_\_ becomes aware that such a sex  
24 offender is on, about, or within one thousand (1,000) feet of school property, the shall direct the  
25 sex offender to immediately leave the area. The Board authorizes the \_\_\_\_\_ to request  
26 the assistance of the appropriate law enforcement authorities to secure the removal of any  
27 registered sex offender from the area. If a registered sex offender disregards the terms of this  
28 policy or the directives of the \_\_\_\_\_, then the \_\_\_\_\_ is authorized to confer  
29 with counsel and to pursue such criminal or civil action as may be necessary to enforce  
30 compliance with this policy.

31  
32 This policy shall not be construed to impose any duty upon any \_\_\_\_\_ or any other  
33 employee of the District to review the Sex Offender Registry or to screen individuals coming on  
34 or within one thousand (1,000) feet of school property to ascertain whether they are on the  
35 Registry. This policy shall only apply when the \_\_\_\_\_ is actually aware that the  
36 person in question is on the Sex Offender Registry and that the offender's victim was a minor.

37  
38 The provisions of this policy prohibiting a registered sex offender from coming on, about, or  
39 within one thousand (1,000) feet of school property shall not apply in the event that a sex  
40 offender's name should be expunged from the Registry.

41  
42 Rights of Parents on the Sex Offender Registry

43  
44 In the event that a registered sex offender whose victim was a minor has a child attending the  
45 District, the \_\_\_\_\_ shall be authorized to modify this policy's restrictions to permit the  
46 parent to drop off and pick up the child from school and to come onto campus to attend

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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 \_\_\_\_\_ 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 the \_\_\_\_\_ actually becomes aware that a parent of a student at the school is a registered sex offender.

To facilitate voluntary compliance with this policy, the \_\_\_\_\_ is 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 \_\_\_\_\_ shall endeavor to protect the privacy of the offender’s child.

In the event of a truly exceptional situation, a parent on the Sex Offender Registry may ask the \_\_\_\_\_ 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/](http://www.doj.mt.gov/svor/)                      Sexual or Violent Offender Registry

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

**ELEMENTARY**

**R = required**

**5000 SERIES  
PERSONNEL**

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	5255	Disciplinary Action
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1 \_\_\_\_\_ **Elementary**

2  
3 **PERSONNEL**

5002

4  
5 Accommodating Individuals With Disabilities

6  
7 Individuals with disabilities shall be provided opportunity to participate in all school-sponsored  
8 services, programs, or activities on a basis equal to those without disabilities and will not be  
9 subject to illegal discrimination.

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

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

18  
19 The Board will designate the Americans with Disabilities Act Title II Coordinator.

20  
21 An individual with a disability should notify the \_\_\_\_\_ if they have a disability which  
22 will require special assistance or services and what services are required. This notification  
23 should occur as far as possible before the school-sponsored function, program, or meeting.

24  
25  
26  
27 Cross Reference: 1700 Uniform Complaint Procedure

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

31  
32 Policy History:

33 Adopted on:

34 Reviewed on:

35 Revised on:

2  
3 **PERSONNEL**

4  
5 Equal Employment Opportunity, Non-Discrimination, and Sex Equity

6  
7 The District will provide equal employment opportunities to all persons, regardless of their race,  
8 color, religion, creed, national origin, genetic information, sex, age, ancestry, marital status,  
9 military status, citizenship status, use of lawful products while not at work physical or mental  
10 disability. The District will make reasonable accommodation for an individual with a disability  
11 known to the District, if the individual is otherwise qualified for the position, unless the  
12 accommodation would impose undue hardship on the District.

13  
14 Inquiries regarding sexual harassment, sex discrimination, or sexual intimidation should be  
15 directed to the District Title IX Coordinator, to the Assistant Secretary for Civil Rights of the  
16 Department of Education, or both. The Board designates the following individual to serve as the  
17 District’s Title IX Coordinator:

18  
19 Title: \_\_\_\_\_  
20 Office address: \_\_\_\_\_  
21 Email: \_\_\_\_\_  
22 Phone number: \_\_\_\_\_  
23

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

27  
28 Title: \_\_\_\_\_  
29 Office address: \_\_\_\_\_  
30 Email: \_\_\_\_\_  
31 Phone number: \_\_\_\_\_  
32

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

36  
37 The District, in compliance with federal regulations, will notify annually all students, parents,  
38 staff, and community members of this policy and the designated coordinator to receive inquiries.  
39 This annual notification will include the name and location of the coordinator and will be  
40 included in all handbooks.

41  
42 The District will not tolerate hostile or abusive treatment, derogatory remarks, or acts of violence  
43 against students, staff, or volunteers with disabilities. The District will consider such behavior as  
44 constituting discrimination on the basis of disability, in violation of state and federal law.

45  
46 All complaints about behavior that may violate this policy shall be promptly investigated.

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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:

2  
3 **STUDENTS**

4  
5 Sexual Harassment of Employees

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 using the attached form, in person, by  
23 mail, by telephone or by electronic mail, using the contact information listed for the Title IX  
24 Coordinator, or by any other means that results in the Title IX Coordinator receiving the person’s  
25 verbal or written report.

26  
27 For purposes of this policy and the grievance process, “sexual harassment” means conduct on the  
28 basis of sex that satisfies one or more of the following:

- 29  
30 1. A District employee conditioning the provision of an aid, benefit, or service of the  
31 District on an individual’s participation in unwelcome sexual conduct;  
32  
33 2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive and  
34 objectively offensive that it effectively denies a person equal access to the District’s  
35 education program or activity; or  
36  
37 3. “Sexual assault” as defined in 20 USC 1092(f)(6)(A)(v), “dating violence” as defined in  
38 34 USC 12291(a)(10), “domestic violence” as defined in 34 USC 12291(a)(8) or  
39 “stalking” as defined in 34 USC 12291(a)(30).  
40

41 When the harassment or discrimination on the basis of sex does not meet the definition of sexual  
42 harassment, the Title IX Coordinator shall direct the individual to the applicable sex  
43 discrimination process for investigation.  
44

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

#### 6 7 Retaliation Prohibited

8  
9 The District prohibits intimidation, threats, coercion or discrimination against any individual for  
10 the purpose of interfering with any right or privilege secured by Title IX or this policy, or  
11 because the individual has made a report or complaint, testified, assisted, or participated or  
12 refused to participate in any manner in an investigation proceeding or hearing, if applicable.  
13 Intimidation, threats, coercion, or discrimination, including charges against an individual for  
14 code of conduct violations that do not involve sex discrimination or sexual harassment, but arise  
15 out of the same facts or circumstances as a report or complaint of sex discrimination, or a report  
16 or formal complaint of sexual harassment, for the purpose of interfering with any right or  
17 privilege secured by Title IX or this part, constitutes retaliation.

#### 18 19 Confidentiality

20  
21 The District must keep confidential the identity of any individual who has made a report or  
22 complaint of sex discrimination, including any individual who has made a report or filed a  
23 formal complaint of sexual harassment, any individual who has been alleged to be the victim or  
24 perpetrator of conduct that could constitute sexual harassment, and any witness, except as may  
25 be permitted by Family Educational Rights and Privacy Act (FERPA) or as required by law, or  
26 to carry out the purposes of the Title IX regulations, including the conduct of any investigation,  
27 hearing or judicial proceeding arising thereunder.

#### 28 29 Notice Requirements

30  
31 The District provides notice to applicants for admission and employment, students, parents or  
32 legal guardians of elementary and secondary school students, employees and the union(s) with  
33 the name or title, office address, email address and telephone number of the Title IX Coordinator  
34 and notice of the District grievance procedures and process, including how to report or file a  
35 complaint of sex discrimination, how to file a formal complaint of sexual harassment and how  
36 the District will respond. The District also posts the Title IX Coordinator's contact information  
37 and Title IX policies and procedures in a prominent location on the District website and in all  
38 handbooks made available by the District.

#### 39 40 Training Requirements

41  
42 The District ensures that Title IX Coordinators, investigators, decision-makers, and any person  
43 who facilitates an informal resolution process, receives training on the definition of sexual  
44 harassment, the scope of the District's education program or activity, how to conduct an  
45 investigation and grievance process including hearings, appeals and informal resolution  
46 processes, when applicable, and how to serve impartially including by avoiding prejudgment of



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4 the facts at issue, conflicts of interest and bias. The District also ensures that decision-makers  
5 and investigators receive training on issues of relevance of questions and evidence, including  
6 when questions and evidence about the complainant’s sexual predisposition or prior sexual  
7 behavior are not relevant as set forth in the formal procedures that follow, and training on any  
8 technology to be used at a live hearing, if applicable. Investigators also receive training on  
9 issues of relevance to create an investigative report that fairly summarizes relevant evidence. All  
10 materials used to train individuals who receive training under this section must not rely on sex  
11 stereotypes and must promote impartial investigations and adjudications of formal complaints of  
12 sexual harassment and are made publicly available on the District’s website.

13  
14 Conflict of Interest and Bias

15  
16 The District ensures that Title IX Coordinators, investigators, decision-makers, and any person  
17 who facilitates an informal resolution process do not have a conflict of interest or bias for or  
18 against complainants or respondents generally or an individual complainant or respondent.

19  
20 Determination of Responsibility

21  
22 The individual who has been reported to be the perpetrator of conduct that could constitute  
23 sexual harassment is presumed not responsible for alleged conduct. A determination regarding  
24 responsibility will be made by the decision-maker at the conclusion of the investigation in  
25 accordance with the process outlined in Policy 5012P. No disciplinary sanctions will be imposed  
26 unless and until a final determination of responsibility is reached.

27  
28 Cross Reference: Policy 5010 - Equal Employment and Non-Discrimination  
29 Policy 5012P – Sexual Harassment Procedures

30  
31  
32 Legal References: Art. X, Sec. 1, Montana Constitution – Educational goals and duties  
33 §§ 49-3-101, et seq., MCA Montana Human Rights Act  
34 Civil Rights Act, Title VI; 42 USC 2000d et seq.  
35 Civil Rights Act, Title VII; 42 USC 2000e et seq.  
36 Education Amendments of 1972, Title IX; 20 USC 1681 et seq.  
37 34 CFR Part 106 Nondiscrimination on the basis of sex in  
38 education programs or activities receiving  
39 Federal financial assistance  
40 10.55.701(1)(f), ARM Board of Trustees  
41 10.55.719, ARM Student Protection Procedures  
42 10.55.801(1)(a), ARM School Climate

43  
44 Policy History:

45 Adopted on:  
46 Reviewed on:  
47 Revised on:

2  
3 **PERSONNEL**

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  
47 discrimination process for investigation.

1  
2  
3  
4 The District treats individuals who are alleged to be the victim (Complainant) and perpetrator  
5 (Respondent) of conduct that could constitute sexual harassment equitably by offering supportive  
6 measures. Supportive measures are designed to restore or preserve equal access to the District's  
7 education program or activity without unreasonably burdening the other party, including  
8 measures designed to protect the safety of all parties or the District's educational environment, or  
9 deter sexual harassment. Supportive measures may include counseling, extensions of deadlines  
10 or other course-related adjustments, modifications of work or class schedules, mutual restrictions  
11 on contact between the parties, leaves of absence, increased security and monitoring of certain  
12 areas of the District's property, campus escort services, changes in work locations and other  
13 similar measures.  
14

15 The Title IX Coordinator is responsible for coordinating the effective implementation of  
16 supportive measures. Upon the receipt of a complaint, the Title IX Coordinator must promptly  
17 contact the Complainant to discuss the availability of supportive measures, consider the  
18 Complainant's wishes with respect to supportive measures, inform the Complainant of the  
19 availability of supportive measures with or without the filing of a formal complaint, and explain  
20 to the Complainant the process for filing a formal complaint. If the District does not provide the  
21 Complainant with supportive measures, then the District must document the reasons why such a  
22 response was not clearly unreasonable in light of the known circumstances.  
23

#### 24 Timelines

25  
26 The District has established reasonably prompt time frames for the conclusion of the grievance  
27 process, including time frames for filing and resolving appeals and informal resolution processes.  
28 The grievance process may be temporarily delayed or extended for good cause. Good cause may  
29 include considerations such as the absence of a party, a party's advisor, or a witness; concurrent  
30 law enforcement activity; or the need for language assistance or accommodation of disabilities.  
31 In the event the grievance process is temporarily delayed for good cause, the District will provide  
32 written notice to the Complainant and the Respondent of the delay or extension and the reasons  
33 for the action.  
34

#### 35 Response to a Formal Complaint

36  
37 At the time of filing a formal complaint, a Complainant must be participating in or attempting to  
38 participate in the education program or activity of the District with which the formal complaint is  
39 filed. A formal complaint may be filed with the Title IX Coordinator in person, by mail, by  
40 electronic mail, or other means designated by the District.  
41

42 The District must follow the formal complaint process before the imposition of any disciplinary  
43 sanctions or other actions that are not supportive measures. However, nothing in this policy  
44 precludes the District from placing a non-student employee Respondent on administrative leave  
45 during the pendency of the grievance process. The District may also remove a student  
46 Respondent alleged to have harassed an employee Complainant from the education setting. The

1  
2  
3  
4 student may receive instruction in an offsite capacity during the period of removal. This  
5 provision may not be construed to modify any rights under the Individuals with Disabilities  
6 Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities  
7 Act.

8  
9 Upon receipt of a formal complaint, the District must provide written notice to the known parties  
10 including:

- 11  
12 1. Notice of the allegations of sexual harassment, including information about the  
13 identities of the parties involved in the incident, the conduct allegedly constituting  
14 sexual harassment, the date and location of the alleged incident, and any sufficient  
15 details known at the time. Such notice must be provided with sufficient time to  
16 prepare a response before any initial interview;
- 17  
18 2. An explanation of the District's investigation procedures, including any informal  
19 resolution process;
- 20  
21 3. A statement that the Respondent is presumed not responsible for the alleged  
22 conduct and that a determination regarding responsibility will be made by the  
23 decision-maker at the conclusion of the investigation;
- 24  
25 4. Notice to the parties that they may have an advisor of their choice who may be, but  
26 is not required to be, an attorney, and may inspect and review any evidence; and
- 27  
28 5. Notice to the parties of any provision in the District's code of conduct or policy that  
29 prohibits knowingly making false statements or knowingly submitting false  
30 information.

31  
32 If, in the course of an investigation, the District decides to investigate allegations about the  
33 Complainant or Respondent that are not included in the notice initially provided, notice of the  
34 additional allegations must be provided to known parties.

35  
36 The District may consolidate formal complaints as to allegations of sexual harassment against  
37 more than one Respondent, or by more than one Complainant against one or more Respondents,  
38 or by one party against the other party, where the allegations of sexual harassment arise out of  
39 the same facts or circumstances.

#### 40 41 Investigation of a Formal Complaint

42  
43 When investigating a formal complaint and throughout the grievance process, the District must:

- 44  
45 1. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach  
46 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:

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.

#### Evidence Review

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

#### Investigative Report

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

#### Decision-Maker's Determination

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

Prior to reaching a determination regarding responsibility, the decision-maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant, or if the questions and evidence

1  
2  
3  
4 concern specific incidents of the Complainant's prior sexual behavior with respect to the  
5 Respondent and are offered to prove consent. Questions must be submitted to the Title IX  
6 Coordinator within three calendar days from the date the Complainant and Respondent receive  
7 the investigator's report.  
8

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

- 11  
12 1. Identify the allegations potentially constituting sexual harassment;
- 13  
14 2. Describe the procedural steps taken, including any notifications to the parties,  
15 interviews with parties and witnesses, site visits, methods used to gather evidence, and  
16 hearings held;
- 17  
18 3. Include the findings of fact supporting the determination;
- 19  
20 4. Draw conclusions regarding the application of any District policies and/or code of  
21 conduct rules to the facts;
- 22  
23 5. Address each allegation and a resolution of the complaint including a determination  
24 regarding responsibility, the rationale therefor, any recommended disciplinary  
25 sanction(s) imposed on the Respondent, and whether remedies designed to restore or  
26 preserve access to the educational program or activity will be provided by the District  
27 to the Complainant; and
- 28  
29 6. The procedures and permissible bases for the Complainant and/or Respondent to appeal  
30 the determination.  
31

32 A copy of the written determination must be provided to both parties simultaneously, and  
33 generally will be provided within 60 calendar days from the District's receipt of a formal  
34 complaint.  
35

36 The determination regarding responsibility becomes final either on the date that the District  
37 provides the parties with the written determination of the result of the appeal, if an appeal is  
38 filed, or if an appeal is not filed, the date on which an appeal would no longer be considered  
39 timely.  
40

41 Where a determination of responsibility for sexual harassment has been made against the  
42 Respondent, the District will provide remedies to the Complainant that are designed to restore or  
43 preserve equal access to the District's education program or activity. Such remedies may include  
44 supportive measures; however, remedies need not be non-disciplinary or non-punitive and need  
45 not avoid burdening the Respondent. The Title IX Coordinator is responsible for effective  
46

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4 implementation of any remedies. Following any determination of responsibility, the District may  
5 implement disciplinary sanctions in accordance with State or Federal law and or/the negotiated  
6 agreement. For employees, the sanctions may include any form of responsive discipline, up to  
7 and including termination.

8  
9 Appeals

10  
11 Either the Complainant or Respondent may appeal the decision-maker's determination regarding  
12 responsibility or a dismissal of a formal complaint, on the following bases:

- 13  
14 1. Procedural irregularity that affected the outcome of the matter;  
15  
16 2. New evidence that was not reasonably available at the time that could affect the  
17 outcome and  
18  
19 3. The Title IX Coordinator, investigator, or decision-maker had a conflict of interest or  
20 bias for or against Complainants or Respondents generally or an individual  
21 Complainant or Respondent that affected the outcome.  
22

23 The request to appeal must be made in writing to the Title IX Coordinator within seven calendar  
24 days after the date of the written determination. The appeal decision-maker must not have a  
25 conflict of interest or bias for or against Complainants or Respondents generally or an individual  
26 Complainant or Respondent and cannot be the Title IX Coordinator, the investigator, or the  
27 decision-maker from the original determination.  
28

29 The appeal decision-maker must notify the other party in writing when an appeal is filed and  
30 give both parties a reasonable equal opportunity to submit a written statement in support of, or  
31 challenging, the outcome. After reviewing the evidence, the appeal decision-maker must issue a  
32 written decision describing the result of the appeal and the rationale for the result. The decision  
33 must be provided to both parties simultaneously, and generally will be provided within 10  
34 calendar days from the date the appeal is filed.  
35

36 Informal Resolution Process

37  
38 Except when concerning allegations that an employee sexually harassed a student, at any time  
39 during the formal complaint process and prior to reaching a determination regarding  
40 responsibility, the District may facilitate an informal resolution process, such as mediation, that  
41 does not involve a full investigation and determination of responsibility, provided that the  
42 District:

- 43  
44 1. Provides to the parties a written notice disclosing:  
45  
46



- 1
- 2
- 3
- 4 A. The allegations;
- 5
- 6 B. The requirements of the informal resolution process including the circumstances
- 7 under which it precludes the parties from resuming a formal complaint arising
- 8 from the same allegations, provided, however, that at any time prior to agreeing to
- 9 a resolution, any party has the right to withdraw from the informal resolution
- 10 process and resume the Title IX formal complaint process with respect to the
- 11 formal complaint; and
- 12
- 13 C. Any consequences resulting from participating in the informal resolution process,
- 14 including the records that will be maintained or could be shared.
- 15
- 16 2. Obtains the parties' voluntary, written consent to the informal resolution process.
- 17

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

#### 24 Recordkeeping

25  
26  
27 The District must maintain for a period of seven years records of:

- 28
- 29 1. Each sexual harassment investigation, including any determination regarding
- 30 responsibility, any disciplinary sanctions imposed on the Respondent, and any remedies
- 31 provided to the Complainant designed to restore or preserve equal access to the
- 32 District's education program or activity;
- 33
- 34 2. Any appeal and the result therefrom;
- 35
- 36 3. Any informal resolution and the result therefrom; and
- 37
- 38 4. All materials used to train Title IX Coordinators, investigators, decision-makers, and
- 39 any person who facilitates an informal resolution process. The District must make
- 40 these training materials publicly available on its website.
- 41

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



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

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

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

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

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

• Describe the incident(s). \_\_\_\_\_

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

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

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

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

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

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

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

• Were there any prior incidents?  yes  no

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

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

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

1 Elementary

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 cooperative work programs with the District,  
17 and 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.

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2  
3  
4  
5 The complainant may be provided a summary of the findings of the investigation and, as  
6 appropriate, that remedial action has been taken.

7  
8 Responsibilities

9  
10 The District Administrator shall be responsible for ensuring that notice of this policy is provided  
11 to staff and third parties.

12  
13 When an employee has actual knowledge that behavior is in violation of this policy is sexual  
14 harassment, the employee must contact the Title IX Coordinator. The Title IX sexual harassment  
15 grievance process will be followed, if applicable, prior to imposing any discipline that cannot be  
16 imposed without resolution of the Title IX process.

17  
18 Consequences

19  
20 Staff whose behavior is found to be in violation of this policy will be subject to discipline up to  
21 and including termination of employment. Third parties whose behavior is found to be in  
22 violation of this policy shall be subject to appropriate sanctions as determined and imposed by  
23 the District Administrator or the Board. Individuals may also be referred to law enforcement  
24 officials.

25  
26 Retaliation and Reprisal

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

33  
34  
35 Legal Reference:      10.55.701(3)(g), ARM      Board of Trustees  
36                              10.55.801(1)(d), ARM      School Climate

37  
38 Policy History:

39 Adopted on:

40 Reviewed on:

41 Revised on:

1 \_\_\_\_\_ **Elementary**

2  
3 **PERSONNEL**

5120

4  
5 Hiring Process and Criteria

6  
7 The Board is responsible for recruiting and hiring personnel, in compliance with Board policy.  
8 The District will hire personnel appropriately licensed and endorsed in accordance with state  
9 statutes and Board of Public Education rules, consistent with budget and staffing requirements,  
10 and will comply with Board policy and state law on equal employment opportunities and  
11 veterans' preference. All applicants must complete a District application form to be considered  
12 for employment.

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

18  
19 Certification

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

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

33  
34  
35  
36 Cross Reference: 5122 Fingerprints and Criminal Background Investigations

37  
38 Legal Reference: § 20-4-202, MCA Teacher and specialist certification registration  
39 § 39-29-102, MCA Point preference or alternative preference in initial  
40 hiring for certain applicants – substantially  
41 equivalent selection procedure

42 Policy History:

43 Adopted on:

44 Reviewed on:

45 Revised on:

1 \_\_\_\_\_ **Elementary**

2  
3 **PERSONNEL**

5122

4  
5 Fingerprints and Criminal Background Investigations

6  
7 Board policy requires that any finalist recommended to be employed in a paid or volunteer position with  
8 the District, involving regular unsupervised access to students in schools, as determined by the Board,  
9 shall submit to a name-based and fingerprint criminal background investigation conducted by the  
10 appropriate law enforcement agency before consideration of the recommendation for employment or  
11 appointment by the Board. The results of the name-based check will be presented to the Board,  
12 concurrent with the recommendation for employment or appointment. Any subsequent offer of  
13 employment or appointment will be contingent on results of the fingerprint criminal background check,  
14 which must be acceptable to the Board, in its sole discretion.

15  
16 The following applicants for employment, as a condition for employment, will be required, as a condition  
17 of any offer of employment, to authorize, in writing, a name-based and fingerprint criminal background  
18 investigation:

- 19
- 20 • A certified teacher seeking full- or part-time employment with the District;
- 21 • An educational support personnel employee seeking full- or part-time employment with the
- 22 District;
- 23 • An employee of a person or firm holding a contract with the District, if the employee is assigned
- 24 to the District;
- 25 • A volunteer assigned to work in the District, who has regular unsupervised access to students; and
- 26 • Substitute teachers.
- 27

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

34		
35		
36	Legal Reference:	§ 44-5-301, MCA      Dissemination of public criminal justice information
37		§ 44-5-302, MCA      Dissemination of criminal history record information
38		that is not public criminal justice information
39		§ 44-5-303, MCA      Dissemination of confidential criminal justice
40		information – procedure for dissemination through court
41		ARM 10.55.716Substitute Teachers
42		Public Law 105-251, Volunteers for Children Act

43 Policy History:

44 Adopted on:

45 Reviewed on:

46 Revised on:

## Applicant Rights and Consent to Fingerprint

5122F

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

- You must be provided written notification<sup>8</sup> by \_\_\_\_\_ Elementary School that your fingerprints will be used to check the criminal history records of the FBI.
- You must be provided, and acknowledge receipt of, an adequate Privacy Act Statement when you submit your fingerprints and associated personal information. This Privacy Act Statement should explain the authority for collecting your information and how your information will be used, retained, and shared.
- If you have a criminal history record, the officials making a determination of your suitability for employment, license, or other benefit must provide you the opportunity to complete or challenge the accuracy of the information in the record.
- The officials must advise you that the procedures for obtaining a change, correction, or updating of your criminal history record are set forth at Title 28, Code of Federal Regulations (CFR), Section 16.34.
- If you have a criminal history record, you should be afforded a reasonable amount of time to correct or complete the record (or decline to do so) before the officials deny you the employment, license, or other benefit based on information in the criminal history record.<sup>9</sup>

You have the right to expect that officials receiving the results of the criminal history record check will use it only for authorized purposes and will not retain or disseminate it in violation of federal statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council.<sup>10</sup>

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

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

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

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

Signed:

---

Name

Date

<sup>8</sup> Written notification includes electronic notification, but excludes oral notification.

<sup>9</sup> See 28 CFR 50.12(b).

<sup>10</sup> See 5 U.S.C. 552a(b); 28 U.S.C. 534(b); 42 U.S.C. 14616, Article IV(c); 28 CFR 20.21(c), 20.33(d) and 906.2(d).



# NCPA/VCA Applicants

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

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

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

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

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

Your Name: \_\_\_\_\_

First Middle Maiden Last

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

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

City State Zip

I have been convicted of, or am under pending indictment for, the following crimes [include the dates, location/jurisdiction, circumstances and outcome]:

I have not been convicted of, nor am I under pending indictment for, any crimes

I authorize Montana Department of Justice, Criminal Records and Identification Services Section to disseminate criminal history record information to \_\_\_\_\_ Elementary School.

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

1                   **Elementary**

2  
3        **PERSONNEL**

5125

Page 1 of 2

4  
5        Whistle Blowing and Retaliation

6  
7        When district employees know or have reasonable cause to believe that serious instances of  
8        wrongful conduct (e.g., mismanagement of district resources, violations of law and/or abuse of  
9        authority) have occurred, they should report such wrongful conduct to the Board Chairperson.

10  
11       For purposes of this policy, the term “wrongful conduct” shall be defined to include:

- 12
- 13        • theft of district money, property, or resources;
  - 14        • misuse of authority for personal gain or other non-district purpose;
  - 15        • fraud;
  - 16        • violations of applicable federal and state laws and regulations; and/or
  - 17        • serious violations of district policy, regulation, and/or procedure.
- 18

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

- 20
- 21        • Any employee, or applicant for employment, because he/she opposed any practice that he/she  
22        reasonably believed to be made unlawful by federal or state laws prohibiting employment  
23        discrimination on the basis of sex, sexual orientation, race, color, national origin, age,  
24        religion, height, weight, marital status, handicap or disability.
  - 25
  - 26        • Any employee, or applicant for employment, because he/she filed a charge, testified, assisted  
27        or participated, in any manner, in an investigation, proceeding or hearing under federal or  
28        state laws prohibiting employment discrimination on the basis of sex, sexual orientation,  
29        race, color, national origin, age, religion, height, weight, marital status, handicap or disability  
30        or because he/she reported a suspected violation of such laws according to this policy; or,
  - 31
  - 32        • Any employee or applicant because he/she reported, or was about to report, a suspected  
33        violation of any federal, state or local law or regulation to a public body (unless the employee  
34        knew that the report was false) or because he/she was requested by a public body to  
35        participate in an investigation, hearing or inquiry held by that public body or a court.
- 36

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

43  
44       The Board or its agents will not discharge, discipline or otherwise penalize any employee  
45       because the employee or someone acting on the employee’s behalf, reports, verbally or in  
46       writing, a violation or suspected violation of any state or federal law or regulation or any

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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 \_\_\_\_\_ **Elementary**

2  
3 **PERSONNEL**

5140

4  
5 Classified Employment and Assignment

6  
7 Each classified employee will be employed under a written contract of a specified term, of a  
8 beginning and ending date, within the meaning of § 39-2-912, MCA. Such employee shall have  
9 no expectation of continued employment beyond the current contract term.

10  
11 The District reserves the right to change employment conditions affecting an employee's duties,  
12 assignment, supervisor, or grade.

13  
14 The Board will determine salary and wages for classified personnel.

15  
16  
17  
18  
19  
20 Legal Reference: § 39-2-904, MCA Elements of wrongful discharge – presumptive  
21 probationary period  
22 *Hunter v. City of Great Falls* (2002), 2002 MT 331  
23 *Whidden v. Nerison*, 294 Mont. 346, 981 P.2d 271 (1999)  
24 *Bowden v. The Anaconda Co.*, 38 St. Rep. 1974 (D.C. Mont. 1981)  
25 *Scott v. Eagle Watch Inv., Inc.*, 251 Mont. 191, 828 P.2d 1346 (1991)  
26 *Prout v. Sears, Roebuck & Co.*, 236 Mont. 152, 722 P.2d 288 (1989)

27 Policy History:

28 Adopted on:

29 Reviewed on:

30 Revised on:

1 \_\_\_\_\_ **Elementary**

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 the 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 Legal Reference: ESSA section 8038, § 8546

26  
27 Policy History:

28 Adopted on:

29 Reviewed on:

30 Revised on:

1            **Elementary**

2  
3 **PERSONNEL**

5221

4  
5 Work Day

6  
7 Length of Work Day - Certified Staff

8  
9 The length of workday for a certified employee shall be eight (8) hours. The pupil school day is  
10 six (6) hours long, exclusive of lunch.

11  
12 Length of Work Day - Classified Staff

13  
14 The length of a workday for classified staff is governed by the number of hours for which the  
15 employee is assigned.

16  
17  
18

19 Legal Reference:	29 USC 201 to 219	Fair Labor Standards Act of 1985
	29 CFR 516, et seq.	Records to be kept by employers
	§ 39-3-405, MCA	Overtime compensation
	§ 39-4-107, MCA	State and municipal governments, school
		districts, mines, mills, and smelters
	10.65.103(2), ARM	Program of Approved Pupil Instruction-
		Related Days
	24.16.101, et seq., ARM	Wages and Hours

26  
27

28 Policy History:

29 Adopted on:

30 Reviewed on:

31 Revised on:

1 \_\_\_\_\_ **Elementary**

2  
3 **PERSONNEL**

5222

4  
5 Evaluation of Non-Administrative Staff

6  
7 Each non-administrative staff member’s job performance will be evaluated by the Board of  
8 Trustees with the assistance of the \_\_\_\_\_. All new teachers shall be observed at least  
9 two times with one walk-through by the \_\_\_\_\_. All other teachers will be evaluated  
10 at least once every school year with one walk-through by the \_\_\_\_\_. The evaluation  
11 model shall be aligned with applicable district goals, standards of the Board of Public Education,  
12 and the district’s mentorship and induction program. It shall identify what skill sets are to be  
13 evaluated, include both summative and formative elements, and include an assessment of the  
14 educator’s effectiveness in supporting every student in meeting rigorous learning goals through  
15 the performance of the educator’s duties.

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

21  
22 Legal Reference:      ARM 10.55.701(4)(a)(b)                      Board of Trustees

23  
24  
25 Policy History:

26 Adopted on:

27 Reviewed on:

28 Revised on:

1 \_\_\_\_\_ **Elementary**

2  
3 **PERSONNEL**

5223

4  
5 Personal Conduct

6  
7 School District employees will abide by all district policies, state and federal laws in the course  
8 of their employment. Where applicable, employees will abide by and honor the professional  
9 educator code of conduct.

10  
11 All employees are expected to maintain high standards of honesty, integrity, professionalism,  
12 decorum, and impartiality in the conduct of District business. All employees shall maintain  
13 appropriate employee-student relationship boundaries in all respects, including but not limited to  
14 personal, speech, print, and digital communications. Failure to honor the appropriate employee  
15 student relationship boundary will result in a report to the Department of Public Health and  
16 Human Services and the appropriate law enforcement agency.

17  
18 While on school property, employees shall not injure or threaten to injure another person;  
19 damage another’s property or that of the District; or use, control, possess or transfer any weapon  
20 or any item that could be reasonably considered to be a weapon as defined in Policies 3310 and  
21 3311. “School property” means within school buildings, in vehicles used for school purposes, or  
22 on grounds leased or owned by the school district.

23  
24 In accordance with state law, an employee shall not dispense or utilize any information gained  
25 from employment with the District, accept gifts or benefits, or participate in business enterprises  
26 or employment that creates a conflict of interest with the faithful and impartial discharge of the  
27 employee’s District duties. A District employee, before acting in a manner which might impinge  
28 on any fiduciary duty, may disclose the nature of the private interest which would create a  
29 conflict. Care should be taken to avoid using or avoid the appearance of using official positions  
30 and confidential information for personal advantage or gain.

31  
32 Further, employees are expected to hold confidential all information deemed not to be for public  
33 consumption as determined by state law and Board policy. Employees also will respect the  
34 confidentiality of people served in the course of an employee’s duties and use information gained  
35 in a responsible manner. The Board may discipline, up to and including discharge, any  
36 employee who discloses confidential and/or private information learned during the course of the  
37 employee’s duties or learned as a result of the employee’s participation in a closed (executive)  
38 session of the Board. Discretion should be used even within the school system’s own network of  
39 communication and confidential information should only be communicated on a need to know  
40 basis.

41  
42 \_\_\_\_\_ and supervisors may set forth specific rules and regulations governing staff  
43 conduct on the job within a particular building.

44  
45 Cross Reference: Professional Educators of Montana Code of Ethics



1 Legal Reference: § 20-1-201, MCA School officers not to act as agents  
2 Title 2, Chapter 2, Part 1 Standards of Conduct  
3 § 39-2-102, MCA What belongs to employer  
4 Policy History:  
5 Adopted on:  
6 Reviewed on:  
7 Revised on:

1            **Elementary**

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

- 16  
17 • Not legally obtainable;  
18 • Being used in a manner other than as prescribed;  
19 • Legally obtainable but has not been legally obtained; or  
20 • Referenced in federal or state controlled-substance acts.  
21

22 As a condition of employment, each employee will:

- 23  
24 • Abide by the terms of the District policy respecting a drug- and alcohol-free workplace;  
25 and  
26 • Notify his or her supervisor of his or her conviction under any criminal drug statute, for a  
27 violation occurring on District premises or while performing work for the District, no  
28 later than five (5) days after such conviction.  
29

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

- 32  
33 • Provide each employee with a copy of the District drug- and alcohol-free workplace  
34 policy;  
35 • Post notice of the District drug- and alcohol-free workplace policy in a place where other  
36 information for employees is posted;  
37 • Enlist the aid of community and state agencies with drug and alcohol informational and  
38 rehabilitation programs, to provide information to District employees; and  
39 • Inform employees of available drug and alcohol counseling, rehabilitation, reentry, and  
40 any employee-assistance programs.  
41

42 District Action Upon Violation of Policy

43  
44 An employee who violates this policy may be subject to disciplinary action, including  
45 termination. Alternatively, the Board may require an employee to successfully complete an  
46 appropriate drug- or alcohol-abuse, employee-assistance rehabilitation program.

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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 \_\_\_\_\_ will notify the appropriate state or federal agency from which the District receives contract or grant moneys of an employee’s conviction, within ten (10) days after receiving notice of the conviction.

Legal Reference:	41 USC 702, 703, 706	Drug-free workplace requirements for Federal grant recipients
	§ 50-46-205(2)(b), MCA	Limitations of Medical Marijuana Act

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

1 \_\_\_\_\_ **Elementary**

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 Board of Trustees will adopt and enact regulations consistent with federal  
12 regulations, defining the circumstances and procedures for testing.

13

14

15

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

21

22 Policy History:

23 Adopted on:

24 Reviewed on:

25 Revised on:

1            **Elementary**

2  
3 **PERSONNEL**

5228P  
page 1 of 5

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

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

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

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

15  
16 Pre-Employment Tests

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

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

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

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

34  
35 Post-Accident Tests

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

- 39
- 40 1. Who was performing safety-sensitive functions with respect to the vehicle, if the accident  
41 involved loss of human life; or
  - 42
  - 43 2. Who receives a citation under state or local law, for a moving traffic violation arising  
44 from the accident.
  - 45

46 Drivers shall make themselves readily available for testing, absent the need for immediate

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4 medical attention.

5  
6 No such driver shall use alcohol for eight (8) hours after the accident, or until after he/she  
7 undergoes a post-accident alcohol test, whichever occurs first.

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

13  
14 Tests conducted by authorized federal, state, or local officials will fulfill post-accident testing  
15 requirements, provided they conform to applicable legal requirements and are obtained by the  
16 District. Breath tests will validate only the alcohol test and cannot be used to fulfill controlled  
17 substance testing obligations.

18  
19 Random Tests

20  
21 Tests shall be conducted on a random basis at unannounced times throughout the year. Tests for  
22 alcohol shall be conducted just before, during, or just after the performance of safety-sensitive  
23 functions. The number of random alcohol tests annually must equal twenty-five percent (25%)  
24 of the average number of driver positions. The number of random drug tests annually must equal  
25 fifty percent (50%) of the average number of driver positions. Drivers shall be selected by a  
26 scientifically valid random process, and each driver shall have an equal chance of being tested  
27 each time selections are made.

28  
29 Reasonable Suspicion Tests

30  
31 Tests shall be conducted when a supervisor or District official trained in accordance with law has  
32 reasonable suspicion that the driver has violated the District's alcohol or drug prohibitions. This  
33 reasonable suspicion must be based on specific, contemporaneous, articulable observations  
34 concerning the driver's appearance, behavior, speech, or body odors. The observations may  
35 include indications of the chronic and withdrawal effects of controlled substances.

36  
37 Alcohol tests are authorized for reasonable suspicion only if the required observations are made  
38 during, just before, or just after the period of the work day when the driver must comply with  
39 alcohol prohibitions. An alcohol test may not be conducted by the person who determines that  
40 reasonable suspicion exists to conduct such a test. If an alcohol test is not administered within  
41 two (2) hours of a determination of reasonable suspicion, the District shall prepare and maintain  
42 a record explaining why this was not done. Attempts to conduct alcohol tests shall terminate  
43 after eight (8) hours.

44  
45 A supervisor or District official who makes observations leading to a controlled substance  
46 reasonable suspicion test shall make a written record of his/her observations within twenty-four

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4 (24) hours of the observed behavior or before the results of the drug test are released, whichever  
5 is earlier.

6  
7 Enforcement  
8

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

11  
12 Drivers who test positive for alcohol or drugs shall be subject to disciplinary action up to and  
13 including dismissal.

14  
15 A driver who violates District prohibitions related to drugs and alcohol shall receive from the  
16 District the names, addresses, and telephone numbers of substance abuse professionals and  
17 counseling and treatment programs available to evaluate and resolve drug and alcohol-related  
18 problems. The employee shall be evaluated by a substance abuse professional who shall  
19 determine what help, if any, the driver needs in resolving such a problem. Any substance abuse  
20 professional who determines that a driver needs assistance shall not refer the driver to a private  
21 practice, person, or organization in which he/she has a financial interest, except under  
22 circumstances allowed by law.

23  
24 An employee identified as needing help in resolving a drug or alcohol problem shall be evaluated  
25 by a substance abuse professional to determine that he/she has properly followed the prescribed  
26 rehabilitation program and shall be subject to unannounced follow-up tests after returning to  
27 duty.

28  
29 Return-to-Duty Tests  
30

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

33  
34 Employees whose conduct involved drugs cannot return to duty in a safety-sensitive function  
35 until the return-to-duty drug test produces a verified negative result.

36  
37 Employees whose conduct involved alcohol cannot return to duty in a safety-sensitive function  
38 until the return-to-duty alcohol test produces a verified result that meets federal and District  
39 standards.

40  
41 Follow-Up Tests  
42

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

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4 after the time when the driver is performing safety-sensitive functions.  
5

6 Records  
7

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

14 Notifications  
15

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

- 21 1. The person designated by the District to answer driver questions about the materials;  
22
- 23 2. The categories of drivers who are subject to the Code of Federal Regulations, Title 49,  
24 Part 382;  
25
- 26 3. Sufficient information about the safety-sensitive functions performed by drivers to make  
27 clear what period of the work day the driver is required to comply with Part 382;  
28
- 29 4. Specific information concerning driver conduct that is prohibited by Part 382;  
30
- 31 5. The circumstances under which a driver will be tested for drugs and/or alcohol under Part  
32 382;  
33
- 34 6. The procedures that will be used to test for the presence of drugs and alcohol, protect the  
35 driver and the integrity of the testing processes, safeguard the validity of test results, and  
36 ensure that test results are attributed to the correct driver;  
37
- 38 7. The requirement that a driver submit to drug and alcohol tests administered in accordance  
39 with Part 382;  
40
- 41 8. An explanation of what constitutes a refusal to submit to a drug or alcohol test and the  
42 attendant consequences;  
43
- 44 9. The consequences for drivers found to have violated the drug and alcohol prohibitions of  
45 Part 382, including the requirement that the driver be removed immediately from safety-  
46 sensitive functions and the procedures for referral, evaluation, and treatment;



10. The consequences for drivers found to have an alcohol concentration of 0.02 or greater but less than 0.04; and
11. Information concerning the effects of drugs and alcohol on an individual's health, work, and personal life; signs and symptoms of a drug or alcohol problem (the driver's or a coworker's); and available methods of intervening when a drug or alcohol problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management.

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

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

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

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

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

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

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

Procedure History:

Adopted on:

Reviewed on:

Revised on:

1 \_\_\_\_\_ **Elementary**

2

3 **PERSONNEL**

5231

4

5 Personnel Records

6

7

8 The District maintains a complete confidential and permanent personnel record for every current  
9 and former employee. The employees' personnel records will be maintained in the District's  
10 administrative office, under the \_\_\_\_\_ direct supervision. Employees will be given a  
11 copy of their personnel record upon request.

12

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

16

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

18

19 Cross Reference: 4340 Public Access to District Records

20

21 Legal Reference: Admin. R. Mont. 10.55.701(5) Board of Trustees  
22 No Child Left Behind Act of 2001, (Public Law 107-334)  
23 § 20-1-212(2), MCA Destruction of records by school officer.

24

25 Policy History:

26 Adopted on:

27 Reviewed on:

28 Revised on:

1 **i \_\_\_\_\_ Elementary**

2  
3 **PERSONNEL**

5232

4  
5 Abused and Neglected Child Reporting

6  
7 A District employee who has reasonable cause to suspect, as a result of information they receive  
8 in their professional or official capacity, that a child is abused or neglected by anyone regardless  
9 of whether the person suspected of causing the abuse or neglect is a parent or other person  
10 responsible for the child's welfare, shall report the matter promptly to the Department of Public  
11 Health and Human Services. Child abuse or neglect means actual physical or psychological  
12 harm to a child, substantial risk of physical or psychological harm to a child, and abandonment.  
13 This definition includes sexual abuse and sexual contact by or with a student. The obligation to  
14 report suspected child abuse or neglect also applies to actual or attempted sexual or romantic  
15 contact between a student and a staff member.

16  
17 A District employee who has reasonable cause to suspect that a student may be an abused or  
18 neglected child shall report such a case to the Montana Department of Public Health and Human  
19 Services and notify the \_\_\_\_\_ that a report has been made. An employee does not  
20 discharge the obligation to personally report by notifying the \_\_\_\_\_.

21  
22 Any District employee who fails to report a suspected case of abuse or neglect to the Department  
23 of Public Health and Human Services, or who prevents another person from doing so, may be  
24 civilly liable for damages proximately caused by such failure or prevention and is guilty of a  
25 misdemeanor. The employee will also be subject to disciplinary action up to and including  
26 termination.

27  
28 When a District employee makes a report, the DPHHS may share information with that  
29 individual or others as permitted by law. Individuals in the District who receive information  
30 related to a report of child abuse or neglect shall maintain the confidentiality of the information.

31		
32		
33	Legal Reference:	§ 41-3-201, MCA      Reports
34		§ 41-3-202, MCA      Action on reporting
35		§ 41-3-203, MCA      Immunity from liability
36		§ 41-3-205, MCA      Confidentiality – disclosure exceptions
37		§ 41-3-207, MCA      Penalty for failure to report
38		

39 Policy History:

40 Adopted on:

41 Reviewed on:

42 Revised on:

1 **Ther \_\_\_\_\_ Elementary**

2  
3 **PERSONNEL**

5250

4  
5 Non-Renewal of Employment/Dismissal From Employment

6  
7 The Board, after receiving the recommendations of the \_\_\_\_\_, will determine the  
8 non-renewal or termination of certified and classified staff, in conformity with state statutes and  
9 applicable District policy.

10  
11 Tenured and non-tenured teachers are to be notified in writing by June 1 if they are not being re-  
12 hired. Failure constitutes re-hiring.

13		
14		
15		
16	Legal Reference:	§ 20-4-204, MCA Termination of tenure teacher services
17		§ 20-4-206, MCA Notification of nontenure teacher reelection –
18		acceptance – termination.
19		§ 20-4-207, MCA Dismissal of teacher under contract
20		

21 Policy History:

22 Adopted on:

23 Reviewed on:

24 Revised on:

1 \_\_\_\_\_ **Elementary**

2  
3 **PERSONNEL**

5255

4  
5 Disciplinary Action

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

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

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

21  
22  
23  
24 Legal Reference:     § 20-3-210, MCA     Controversy appeals and hearings  
25                             § 20-3-324, MCA     Powers and duties  
26                             § 20-4-207, MCA     Dismissal of teacher under contract  
27                             § 39-2-903, MCA     Definitions  
28                             *Johnson v. Columbia Falls Aluminum Company LLC*, 2009 MT 108N.

29  
30  
31 Policy History:

32 Adopted on:

33 Reviewed on:

34 Revised on:

1 Elementary

2  
3 **PERSONNEL**

5321  
page 1 of 2

4  
5 Leaves of Absence

6  
7 Sick and Personal Leave

8  
9 Full-time certified employees will be granted fifteen (15) personal/sick leave days per year.  
10 They are paid out at the end of each year with no option for carry over.

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. The time that an employee is  
15 unable to perform job duties because of:

- 16
- 17 • A physical or mental illness, injury, or disability;
  - 18 • Maternity or pregnancy-related disability or treatment, including a prenatal care, birth, or  
19 medical care for the employee or the employee’s child;
  - 20 • Parental leave for a permanent employee as provided in § 2-18-606, MCA;
  - 21 • Quarantine resulting from exposure to a contagious disease;
  - 22 • Examination or treatment by a licensed health care provider;
  - 23 • Short-term attendance, in an agency’s discretion to care for a person (who is not the  
24 employee or a member of the employee’s immediate family) until other care can  
25 reasonably be obtained;
  - 26 • Necessary care for a spouse, child or parent with a serious health condition, as defined in  
27 the Family and Medical Leave Act of 1993; or
  - 28 • Death or funeral attendance of an immediate family member or, at an agency’s discretion,  
29 another person.
- 30

31 Nothing in this policy guarantees approval of the granting of such leave in any instance. The  
32 District will judge each request in accordance with this policy.

33  
34 It is understood that seniority will accumulate while a teacher or employee is utilizing sick leave  
35 credits. Seniority will not accumulate, unless an employee is in a paid status. Abuse of sick leave  
36 is cause for disciplinary action up to and including termination.

37  
38 Civic Duty Leave

39  
40 Leaves for service on either a jury or in the Legislature will be granted in accordance with state  
41 and federal law. A certified staff member hired to replace one serving in the Legislature does not  
42 acquire tenure.

43  
44 An employee who is summoned to jury duty or subpoenaed to serve as a witness may elect to  
45 receive regular salary or to take annual leave during jury time. An employee who elects not to  
46 take annual leave, however, must remit to the District all juror and witness fees and allowances

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3  
4 (except for expenses and mileage). The District may request the court to excuse an employee  
5 from jury duty, when an employee is needed for proper operation of the school.  
6  
7  
8

9	Legal Reference:	42 USC 2000e	Equal Employment Opportunities
10		§ 2-18-601(10), MCA	Definitions
11		§ 2-18-618, MCA	Sick leave
12		§ 49-2-310, MCA	Maternity leave – unlawful acts of
13			employers
14		§ 49-2-311, MCA	Reinstatement to job following
15			pregnancy- related leave of absence
16			

17 Policy History:

18 Adopted on:

19 Reviewed on:

20 Revised on:

1 \_\_\_\_\_ **Elementary**

2  
3 **PERSONNEL**

5325

4  
5 Breastfeeding Workplace

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

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

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

24  
25  
26  
27 Legal Reference: Title 39, Chapter 2, Part 2, MCA General Obligations of Employers

28  
29 Policy History:

30 Adopted on:

31 Reviewed on:

32 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 Procedure History:

28 Adopted on:

29 Reviewed on:

30 Revised on:

1 \_\_\_\_\_ **Elementary**

2  
3 **PERSONNEL**

5330

4  
5 Maternity Leave

6  
7 Maternity leave includes only continuous absence immediately prior to adoption, delivery,  
8 absence for delivery, and absence for post-delivery recovery, or continuous absence immediately  
9 prior to and in the aftermath of miscarriage or other pregnancy-related complications.

10  
11 The School District shall not refuse to grant an employee a reasonable leave of absence for  
12 pregnancy or require that an employee take a mandatory maternity leave for an unreasonable  
13 length of time. The School District has determined that maternity leave shall not exceed \_\_\_\_\_  
14 weeks unless mandated otherwise by the employee’s physician. Employees will be required to  
15 use appropriate accumulated paid leave concurrently while on FMLA leave.

16  
17 The School District shall not deny to the employee who is disabled as a result of pregnancy any  
18 compensation to which the employee is entitled as a result of the accumulation of disability or  
19 leave benefits accrued pursuant to plans maintained by the employer, provided that the employer  
20 may require disability as a result of pregnancy to be verified by medical certification that the  
21 employee is not able to perform employment duties.

22  
23 An employee who has signified her intent to return at the end of her maternity leave of absence  
24 shall be reinstated to her original job or an equivalent position with equivalent pay and  
25 accumulated seniority, retirement, fringe benefits, and other service credits.

26  
27 The School District will review requests for Paternity Leave in accordance with any applicable  
28 policy or collective bargaining agreement provision governing use of leave for family purposes.

29  
30 Legal Reference: § 49-2-310, MCA Maternity leave – unlawful acts of employers  
31 § 49-2-311, MCA Reinstatement to job following pregnancy-related  
32 leave of absence  
33 Admin. R. Mont. 24.9.1201—1207 Maternity Leave  
34

35 Policy History:

36 Adopted on:

37 Reviewed on:

38 Revised on:

1 \_\_\_\_\_ **Elementary**

2  
3 **PERSONNEL**

5336

4  
5 Compensatory Time and Overtime/Classified Employees

6  
7 Classified employees who work more than forty (40) hours in a given work week may receive  
8 overtime pay of one and one-half (1 1/2) times the normal hourly rate unless the District and the  
9 employee agree to the provisions of compensation time at a rate of one and one-half (1 1/2) times  
10 all hours worked in excess of forty (40) hours in any work week. No overtime is authorized for  
11 any classified employee without the specific approval of the Clerk except, as the Clerk shall  
12 otherwise prescribe.

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

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

19  
20 Policy History:

21 Adopted on:

22 Reviewed on:

23 Revised on:

1 Elementary

2  
3 **PERSONNEL**

5337

4  
5 Workers' Compensation Benefits

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

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

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

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

37 Legal Reference: §§ 39-71-101, et seq., MCA Workers' Compensation Act  
38  
39

40 Policy History:

41 Adopted on:

42 Reviewed on:

43 Revised on:

1 \_\_\_\_\_ **School District**

2  
3 **PERSONNEL**

5420

4  
5 Paraprofessionals

6  
7 Paraprofessionals, as defined in the appropriate job descriptions, are under the supervision of a  
8 teacher. The nature of the work accomplished by paraprofessionals will encompass a variety of  
9 tasks that may be inclusive of “limited instructional duties.”

10  
11 Paraprofessionals are employed by the District mainly to assist the teacher. A paraprofessional  
12 is an extension of the teacher, who legally has the direct control and supervision of the classroom  
13 or playground and responsibility for control and the welfare of the students.

14  
15 It is the responsibility of the teacher to provide adequate training for a paraprofessional. This  
16 training should take into account the unique situations in which a paraprofessional works and  
17 should be designed to cover the general contingencies that might be expected to pertain to that  
18 situation. During the first thirty (30) days of employment, the \_\_\_\_\_ or  
19 \_\_\_\_\_ shall continue to assess the skills and ability of the paraprofessional to assist in  
20 reading, writing, and mathematics instruction.

21  
22 The \_\_\_\_\_ shall develop and implement procedures for an annual evaluation of  
23 paraprofessionals. Evaluation results shall be a factor in future employment decisions.

24  
25 If the school receives Title I funds, the District shall notify parents of students attending the  
26 school annually that they may request the District to provide information regarding the  
27 professional qualifications of their child’s paraprofessionals, if applicable.

28  
29 Legal Reference: 20 U.S.C. § 6319 Qualifications for teachers and paraprofessionals

30  
31  
32  
33 Policy History:

34 Adopted on:

35 Reviewed on:

36 Revised on:

1 \_\_\_\_\_ **School District**

2

3 **PERSONNEL**

5420F

4

5 **ESSA Qualification Notifications**

6

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

8

9	<b>TO:</b> _____	<b>FROM</b> _____
10	<i>Parent's Name</i>	<i>School Name</i>
11	<b>DATE</b> _____	<b>RE</b> _____
12		<i>Student's Name</i>

13

14

15 Dear Parent/Guardian,

16

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

20

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

23

24

25 Sincerely, \_\_\_\_\_  
26 \_\_\_\_\_ School District

27

28

29 **Policy History:**

30 Adopted on:

31 Reviewed on:

32 Revised on:

1 \_\_\_\_\_ Elementary

2  
3 **PERSONNEL**

5430

4  
5 Volunteers

6  
7 The District recognizes the valuable contributions made to the total school program by members of the  
8 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 2. Is excluded from the definition of “employee” under appropriate state and federal statutes;  
12 3. May be paid expenses, reasonable benefits, and/or nominal fees in some situations; and  
13 4. Is not employed by the District in the same or similar capacity for which he/she is volunteering.

14  
15 District employees who work with volunteers shall clearly explain duties for supervising children in  
16 school, on the playground, and on field trips. An appropriate degree of training and/or supervision of  
17 each volunteer shall be administered commensurate with the responsibility undertaken.

18  
19 Volunteers who have unsupervised access to children are subject to the District’s policy mandating  
20 background checks.

21  
22 Chaperones

23  
24 The \_\_\_\_\_ may direct that appropriate screening processes be implemented to assure that  
25 adult chaperones are suitable and acceptable for accompanying students on field trips or excursions.

26  
27 When serving as a chaperone for the District, the parent(s)/guardian(s) or other adult volunteers, including  
28 employees of the District, assigned to chaperone, shall not use tobacco products in the presence of  
29 students, nor shall they consume any alcoholic beverages or use any illicit drug during the duration of  
30 their assignment as a chaperone, including during the hours following the end of the day’s activities for  
31 students. The chaperone shall not encourage or allow students to participate in any activity that is in  
32 violation of District policy during the field trip or excursion, including during the hours following the end  
33 of the day’s activities. Chaperones shall be given a copy of these rules and sign a letter of understanding  
34 verifying they are aware of and agree to these District rules before being allowed to accompany students  
35 on any field trip or excursion.

36  
37 Any chaperone found to have violated these rules shall not be used again as a chaperone for any District-  
38 sponsored field trips or excursions and may be excluded from using District-sponsored transportation for  
39 the remainder of the field trip or excursion and be responsible for their own  
40 transportation back home. Employees found to have violated these rules may be subject to disciplinary  
41 action.

42  
43 Cross Reference: 5122 Fingerprints and Criminal Background Investigations

44  
45 Policy History:

46 Adopted on:

47 Reviewed on:

48 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

1 \_\_\_\_\_ **Elementary**

2  
3 **PERSONNEL**

5450  
page 1 of 2

4  
5 Employee use of Electronic Mail, Internet, and District Equipment

6  
7 Electronic mail (“e-mail”) is an electronic message that is transmitted between two (2) or more  
8 computers or electronic terminals, whether or not the message is converted to hard copy format  
9 after receipt, and whether or not the message is viewed upon transmission or stored for later  
10 retrieval. E-mail includes all electronic messages that are transmitted through a local, regional, or  
11 global computer network.

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

16  
17 The District e-mail and Internet systems are owned by the District and are intended to be used  
18 for educational purposes only. While occasional personal use is allowed, employees should have  
19 no expectation of privacy when using the e-mail or Internet systems for any purpose. Employees  
20 have no expectation of privacy in district owned technology equipment, including but not limited  
21 to district-owned desktops, laptops, memory storage devices, and cell phones.

22  
23 Users of District e-mail and Internet systems are responsible for their appropriate use. All illegal  
24 and improper uses of the e-mail and Internet systems, including but not limited to extreme  
25 network etiquette violations including mail that degrades or demeans other individuals,  
26 pornography, obscenity, harassment, solicitation, gambling, and violating copyright or  
27 intellectual property rights, are prohibited. Abuse of the e-mail or Internet systems through  
28 excessive personal use, or use in violation of the law or District policies, will result in  
29 disciplinary action, up to and including termination of employment.

30  
31 All e-mail/Internet records are considered District records and should be transmitted only to  
32 individuals who have a need to receive them. If the sender of an e-mail or Internet message does  
33 not intend for the e-mail or Internet message to be forwarded, the sender should clearly mark the  
34 message “Do Not Forward.”

35  
36 In order to keep District e-mail and Internet systems secure, users may not leave the terminal  
37 “signed on” when unattended and may not leave their password available in an obvious place  
38 near the terminal or share their password with anyone except the system administrator. The  
39 District reserves the right to bypass individual passwords at any time and to monitor the use of  
40 such systems by employees.

41  
42 Additionally, District records and e-mail/Internet records are subject to disclosure to law  
43 enforcement or government officials or to other third parties through subpoena or other process.  
44 Consequently, the District retains the right to access stored records in cases where there is  
45 reasonable cause to expect wrongdoing or misuse of the system and to review, store, and disclose  
46 all information sent over the District e-mail systems for any legally permissible reason, including

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but not limited to determining whether the information is a public record, whether it contains information discoverable in litigation, and to access District information in the employee's absence. E-mail/Internet messages by employees may not necessarily reflect the views of the District.

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

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:

1            **Elementary**

2  
3 **PERSONNEL**

5510

4  
5 HIPAA

6  
7 HIPAA is designed to protect and guard against the misuse of individually identifiable health  
8 information, with particular concern regarding employers using an employee's (or dependent's)  
9 health information from the group health plan to make adverse employment-related decisions.  
10 The Privacy Rule states that verbal, written, or electronic information that can be used to connect  
11 a person's name or identity with medical, treatment, or health history information is Protected  
12 Health Information (PHI) under the HIPAA Privacy Rule.

13  
14 Under the HIPAA Privacy Rule:

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

32  
33  
34 Legal Reference: 45 C.F.R. Parts 160, 162, 164

35  
36  
37 Policy History:

38 Adopted on:

39 Reviewed on:

40 Revised on:

1 \_\_\_\_\_ **Elementary**

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:

**R = required**

\_\_\_\_\_ **ELEMENTARY**

**6000 SERIES  
ADMINISTRATION**

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6111	Administration in Policy Absence
6144	Duties of the Supervising Teacher
6420	Professional Growth and Development

1        \_\_\_\_\_ **Elementary**

2  
3        **ADMINISTRATION**

6005

4  
5        Role of the County Superintendent

6  
7        The Board of Trustees recognizes that the County Superintendent shall assist it with the general  
8        supervisory responsibility of the school since there is no school administrator, unless the  
9        Trustees choose to contract with another school administrator.

10  
11       Specifically, the County Superintendent will:

- 12  
13       1.        Administer the oath of office to incoming board members;  
14  
15       2.        Compute the budgeting in revenues realized from tax levies;  
16  
17       3.        Provide the Board teacher supervision and evaluation and curriculum revisions.

18  
19  
20       In addition, the County Superintendent may:

- 21  
22       1.        Assist with the hiring of teachers;  
23  
24       2.        Organize professional development for the district;  
25  
26       3.        Coordinate curriculum and assessment;  
27  
28       4.        Coordinate special funds from grants and federal sources;  
29  
30       5.        Provide opportunities for group purchasing of educational material and supplies.  
31  
32       6.        Other duties as agreed to with the Trustees.

33  
34  
35       Legal Reference:       §20-3-207 MCA       Assist Trustees with School Supervision  
36                                       §20-3-208 MCA       Authority to Request, Accept & Disburse Money  
37                                       §20-3-210 MCA       Controversy Appeals & Hearings

38  
39       Policy History:

40       Adopted on:

41       Reviewed on:

42       Revised on:

1 \_\_\_\_\_ **Elementary**

2

3 **ADMINISTRATION**

6111

4

5 Administration in Policy Absence

6

7 In the absence of a policy where action is required, the \_\_\_\_\_ is authorized to act in  
8 accordance with the best-established practices consistent with law. However, it is the  
9 \_\_\_\_\_ duty to inform the Board, at the next regularly scheduled Board meeting, if  
10 there is a need for an official policy.

11

12

13

14 Policy History:

15 Adopted on:

16 Reviewed on:

17 Revised on:



1 \_\_\_\_\_ **Elementary**

2

3 **ADMINISTRATION**

6144

4

5 Duties of the Supervising Teacher

6

7 The day-to-day operation of the school shall be the Supervising Teacher's responsibility. The  
8 Supervising Teacher is governed by the policies of the District and is responsible for  
9 implementing the administrative procedures that relate to his/her assigned responsibilities.  
10 Supervising Teacher is subject to the terms of the employment contract and job description.

11

12

13 Legal Reference:                    10.55.701, ARM            Board of Trustees

14

15 Policy History:

16 Adopted on:

17 Reviewed on:

18 Revised on:

1 \_\_\_\_\_ **Elementary**

2

3 **ADMINISTRATION**

6420

4

5 Professional Growth and Development

6

7 The Board recognizes that training and study for the \_\_\_\_\_ contributes to skill  
8 development necessary to better serve the needs of the District. Professional development shall  
9 be based on the needs of the District, as well as the needs of the individual.

10

11 Professional Association Memberships

12

13 The \_\_\_\_\_ is encouraged to be a member of and participate in professional  
14 associations that have as their purposes the continued improvement of education in general.

15

16

17

18

19 Policy History:

20 Adopted on:

21 Reviewed on:

22 Revised on:

**ELEMENTARY**

**R = required**

**7000 SERIES  
FINANCIAL MANAGEMENT**

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7520	Independent Investment Accounts
7525	Lease – Purchase Agreement

1 \_\_\_\_\_ **Elementary**

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, non-instructional, and administrative programs.

10

11 Before presentation of a proposed budget for adoption, the \_\_\_\_\_ will prepare, for the  
12 Board’s consideration, recommendations (with supporting documentation) designed to meet the  
13 needs of students, within the limits of anticipated revenues.

14

15 Program planning and budget development will provide for staff participation and the sharing of  
16 information with patrons before any action by the Board.

17

18

19

20

21

22

23

Policy History:

Adopted on:

Reviewed on:

Revised on:

1            **Elementary**

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  
8 any of the excess appropriation to another line item(s) within the same fund.

9  
10 Total budget expenditures for each fund as adopted in the final budget shall constitute the  
11 appropriations of the District for the ensuing fiscal year. The Board will be limited in the  
12 incurring of expenditures to the total of such appropriations.

13  
14 With timely notice of a public meeting, trustees, by majority vote of those present, may declare  
15 by resolution that a budget amendment (in addition to the final budget) is necessary. Budget  
16 amendments are authorized for specified reasons by § 20-9-161, MCA. The resolution will state  
17 the facts of the budget amendment, the estimated amount of funds needed, and the time and place  
18 the Board will meet for the purpose of considering and adopting a budget amendment.

19  
20 The meeting to adopt a budget amendment will be open and will provide opportunity for any  
21 taxpayer to appear and be heard. Budget procedures will be consistent with statutory  
22 requirements. When applicable, the District will apply for state financial aid to supplement the  
23 amount to be collected from local taxes.

24

25	Legal Reference:	§ 20-9-133, MCA	Adoption and expenditure limitations of final
26			budget
27		§ 20-9-161, MCA	Definition of budget amendment for budgeting
28			purposes
29		§ 20-9-162, MCA	Authorization for budget amendment adoption
30		§ 20-9-163, MCA	Resolution for budget amendment – petition to
31			superintendent of public instruction
32		§ 20-9-164, MCA	Notice of budget amendment resolution
33		§ 20-9-165, MCA	Budget amendment limitation, preparation, and
34			adoption procedures
35		§ 20-9-166, MCA	State financial aid for budget amendments
36		§ 20-9-208, MCA	Transfers among appropriation items of fund –
37			transfers from fund to fund

38  
39 Policy History:

40 Adopted on:

41 Reviewed on:

42 Revised on:

1 \_\_\_\_\_ **Elementary**

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:

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:



2  
3 **FINANCIAL MANAGEMENT**

4  
5 Use of Federal Title I Funds Methodology

6  
7 In accordance with the Every Student Succeeds Act (ESSA), \_\_\_\_\_ School District has  
8 adopted this procedure to ensure that Title I-A federal funds are supplementing District resources  
9 and not supplanting District resources. The procedure documents that the School District’s  
10 neutrally determined distribution of state and local funds to each school within the boundaries of  
11 the School District is in compliance with federal law.

12  
13 **[Option 1]** \_\_\_\_\_ School District is a district with a single school and is exempt from the  
14 methodology requirement.

15  
16 **[Option 2]** \_\_\_\_\_ School District is a district one school per grade span and is exempt from  
17 the methodology requirement.

18  
19 **[Option 3]** \_\_\_\_\_ School District is a district with multiple schools per grade spans and  
20 adopts this methodology in accordance with ESSA. For the purposes of this methodology  
21 elementary means grades K-8 and secondary means grades 9-12.

22  
23 The School District determines the resource allocation on total enrollment for each school as if  
24 the state and local funds are the only resources each school is receiving. Each school is given  
25 additional allocations for other needs such as technology, supplies, and additional necessary  
26 costs.

27  
28 The School District groups schools by elementary or secondary grade span. Each grade span may  
29 receive a different per student amount, but all schools are treated the same whether or not these  
30 schools are served under Title I-A. There are \_\_\_\_\_ elementary students and \_\_\_\_\_ secondary  
31 students in the School District.

32  
33 The School District’s state and local funds are allocated in a per student calculation. For full-time  
34 equivalency staff including administrators, educators, instructional staff, and school counselors,  
35 including salaries and benefits \$\_\_\_\_\_ is allocated per elementary student and \$\_\_\_\_\_ is  
36 allocated per secondary student.

37  
38 Additional necessary costs, such as professional development, technology, lunch, library  
39 supplies, transportation, student activities, utilities, maintenance, safety, and security, are  
40 allocated at \$\_\_\_\_\_ per student in all schools.

41  
42 Cross Reference: 7220 – Use of Federal Title I Funds

43  
44 Legal Reference: Elementary and Secondary Education Act, Section 1118(b)(1)

45  
46 Policy History:

- 1 Adopted on:
- 2 Reviewed on:
- 3 Revised on:
- 4

4  
5 Donations, Endowments, Gifts, and Investments

6  
7 The Board may accept gifts, endowments, legacies, and devises subject to the lawful conditions  
8 imposed by the donor or without any conditions imposed. Unless otherwise specified by the  
9 donor, when a district receives a donation the trustees may deposit the donation in any budgeted  
10 or non-budgeted fund at the discretion of the trustees and may thereafter transfer any portion of  
11 the donation to any other fund at the discretion of the trustees. If the trustees accept a donation  
12 and the donor specifies the donation for an endowment, the trustees shall deposit the donation in  
13 the endowment fund. Neither the Board nor the Superintendent will approve any gifts that are  
14 inappropriate.

15  
16 If the District deposited donated funds in an endowment fund without specific instruction by the  
17 donor, the Board may move the donated funds and any accumulated interest to any other  
18 budgeted or nonbudgeted fund of the District and may spend donated funds and any accumulated  
19 interest unless restricted by condition imposed by the donor.

20  
21 The Board authorizes the Superintendent to establish procedures for determining the suitability  
22 or appropriateness of all gifts received and accepted by the District. Once accepted, donated  
23 funds are public funds subject to state law. Donated funds may not be transferred to a private  
24 entity. Benefactors may not adjust or add terms or conditions to donated funds after the donation  
25 has been accepted.

26  
27 The Board directs that all school funds be invested in a prudent manner so as to achieve  
28 maximum economic benefit to the District. Funds not needed for current obligations may be  
29 invested in investment options as set out in Montana statutes, whenever it is deemed  
30 advantageous for the District to do so.

31  
32 Educational Foundations may exist in the community, but are not managed, directed, or  
33 approved by the Board of Trustees.

34		
35	Legal Reference:	§ 20-6-601, MCA Power to accept gifts
36		§ 20-7-803, MCA Authority to accept gifts
37		§ 20-9-212, MCA Duties of county treasurer
38		§ 20-9-213(4), MCA Duties of trustees
39		§ 20-9-604, MCA Gifts, legacies, devises, and administration of
40		endowment fund
41		§ 72-30-209, MCA Appropriation for expenditure or accumulation of
42		endowment fund – rules of construction

43 Policy History:

44 Adopted on:

45 Reviewed on:

46 Revised on:

1            **Elementary**

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 Clerk. All actions  
8 of the Clerk in executing programs and/or activities delineated in that budget are authorized  
9 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 and liability of trustees  
25                              § 20-9-213, MCA      Duties of trustees  
26

27 Policy History:

28 Adopted on:

29 Reviewed on:

30 Revised on:

1 \_\_\_\_\_ **Elementary**

2  
3 **FINANCIAL MANAGEMENT**

7320  
page 1 of 2

4  
5 Purchasing

6  
7 Authorization and Control

8  
9 The Clerk and \_\_\_\_\_ are authorized to direct expenditures and purchases within  
10 limits of the detailed annual budget for the school year. The Board must approve purchase of  
11 capital outlay items, when the aggregate total of a requisition exceeds \$100.00 except the  
12 \_\_\_\_\_ shall have the authority to make capital outlay purchases without advance  
13 approval when necessary to protect the interests of the District or the health and safety of staff or  
14 students. The Clerk will establish requisition and purchase order procedures to control and  
15 maintain proper accounting of expenditure of funds. Staff who obligate the District without  
16 proper 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 (2<sup>nd</sup>) publication must be made not less than five (5) nor more than twelve (12) days  
37 before consideration of bids.

38  
39 The District will follow bidding and contract-awarding procedures. Bid procedures will be  
40 waived only as specified in statute. Any contract required to be let for bid shall contain language  
41 to the following effect:

42  
43 *In making a determination as to which vendor is the lowest responsible bidder, if*  
44 *any, the District will take into consideration not only the pecuniary ability of a*  
45 *vendor to perform the contract, but will also consider the skill, ability, and*  
46

*integrity of a vendor to do faithful, conscientious work and promptly fulfill the contract according to its letter and spirit. References must be provided and will be contacted. The District further reserves the right to contact others with whom a vendor has conducted business, in addition to those listed as references, in determining whether a vendor is the lowest responsible bidder. Additional information and/or inquiries into a vendor's skill, ability, and integrity are set forth in the bid specifications.*

Cooperative Purchasing

The District may enter into cooperative purchasing contracts with one or more districts for procurement of supplies or services. A district participating in a cooperative purchasing group may purchase supplies and services through the group without complying with the provisions of 20-9-204(3), MCA 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, for inclusion of the vendor's supplies and services on the cooperative purchasing group's master list.

Legal Reference:	§§ 18-1-101, et seq., MCA	Preferences and General Matters
	§§ 18-1-201, et seq., MCA	Bid Security
	§ 18-4-307, MCA	Cancellation of invitations for bids or requests for proposals
	§ 20-9-204, MCA	Conflicts of interests, letting contracts, and calling for bids
	<i>Debcon v. City of Glasgow</i> , 305 Mont. 391 (2001)	

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 \_\_\_\_\_ **Elementary**

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 individual designated  
11 with authority, responsibility, and control over budget appropriations. The responsibility for  
12 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                   **Elementary**

2  
3        **FINANCIAL MANAGEMENT**

7430

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. The staff of the Department of Commerce or an  
22       independent auditor under the rules and regulations established by the Department of Commerce  
23       will conduct District audits.

24  
25  
26  
27  
28       Legal Reference:       §§ 2-7-501, et seq., MCA       Audits of Political Subdivisions  
29                                       § 20-9-212, MCA                 Duties of county treasurer  
30                                       § 20-9-213, MCA                 Duties of trustees

31  
32       Policy History:

33       Adopted on:

34       Reviewed on:

35       Revised on:





1 Elementary

2  
3 **FINANCIAL MANAGEMENT**

7510

4  
5 Capitalization Policy for Fixed Assets

6  
7 A fixed asset is a property that meets all the following requirements:

- 8  
9 1. Must be tangible in nature;  
10  
11 2. Must have a useful life of longer than the current fiscal year; and  
12  
13 3. Must be of significant value.

14  
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.

20  
21 The following significant values will be used for different classes of assets:

22

<u>Class of Fixed Asset</u>	<u>Significant Value</u>
23 Equipment and machinery	\$5000.00 or more
24 Buildings - improvements	\$5000.00 or more
25 Improvements other than to buildings	\$5000.00 or more
26 Land	Any amount

27  
28  
29  
30  
31  
32  
33  
34

35 Cross Reference: 7500 Property Records

36  
37 Policy History:

38 Adopted on:

39 Reviewed on:

40 Revised on:

1 \_\_\_\_\_ **School District**

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**FINANCIAL MANAGEMENT**

Independent Investment Accounts

The Board may establish independent investment accounts separate and apart from those funds maintained by the county treasurer. The Board may transfer cash into an independent investment account from any budgeted or non-budgeted funds. A separate account shall be established for each fund from which transfers are made. The principal and any interest earned must be reallocated to the fund from which the deposit was originally made. Unless otherwise provided by law, all other revenue may be sent directly to a participating district’s investment account.

The District may either:

1. Establish and use the account as a non-spending account, returning sufficient funds to the county treasurer in time to pay all claims against the applicable fund; or
2. Establish a subsidiary checking account and make expenditures from the investment account, provided all transactions are accounted for and reported, as required by applicable accounting principles. If the District desires to establish a subsidiary checking account for purposes of paying for expenditures directly from an investment account, the District must enter into a written agreement with the county treasurer, in accordance with § 20-9-235, MCA.

Legal Reference: § 20-9-235, MCA Authorization for school district investment account

Policy History:

Adopted on:  
Reviewed on:  
Revised on:

1 \_\_\_\_\_ **Elementary**

2  
3 **FINANCIAL MANAGEMENT**

7525

4  
5 Lease-Purchase Agreement

6  
7 The trustees of a district can lease property with an option to purchase.

8  
9 Personal property -- the lease cannot be more than seven (7) years.

10  
11 Real property -- the lease cannot be more than fifteen (15) years.

12  
13 The terms of the lease must comply with 20-6-625, MCA. If real property is acquired, the  
14 trustees shall comply with 20-6-603, MCA.

15  
16 The trustees of any district may lease buildings or land suitable for school purposes when it is  
17 within the best interests of the district to lease the buildings or land from the county,  
18 municipality, another district, or any person. The term of the lease may not be for more than  
19 fifteen (15) years unless prior approval of the qualified electors of the district is obtained in the  
20 manner prescribed by lase for school elections, in which case the lease may be for a term  
21 approved by the qualified electors, but not exceeding ninety-nine (99) years. Whenever the lease  
22 is for a period of time that is longer than the current school fiscal year, the lease requirements for  
23 the succeeding school fiscal years shall be an obligation of the final budgets for such years.

24		
25		
26		
27	Legal Reference:	§ 20-6-603, MCA
28		Trustees’ authority to acquire or dispose of
29		sites and buildings – when election required.
30		Trustees’ authority to acquire property by
31		lease-purchase agreement.
32		Authorization to lease buildings or land for
33		school purposes.

34 Policy History:

35 Adopted on:

36 Reviewed on:

37 Revised on:

\_\_\_\_\_ **ELEMENTARY**

**R = required**

**8000 SERIES  
NONINSTRUCTIONAL OPERATIONS**

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1        \_\_\_\_\_ **Elementary**

2  
3        **NONINSTRUCTIONAL OPERATIONS**

4  
5  
6        Transportation

7  
8        The District may provide transportation to and from school for a student who:

- 9  
10        1.        Resides three (3) or more miles, over the shortest practical route, from the nearest  
11                operating public elementary or public high school;  
12  
13        2.        Is a student with a disability, whose IEP identifies transportation as a related service; or  
14  
15        3.        Has another compelling and legally sufficient reason to receive transportation services.  
16

17        The District may elect to reimburse the parent or guardian of a student for individually  
18        transporting any eligible student.

19  
20        The District may provide transportation by school bus or other vehicle or through individual  
21        transportation such as paying the parent or guardian for individually transporting the student. The  
22        District may transport and charge for an ineligible public school student, provided the parent or  
23        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  
25        cannot be 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  
28        Act and state law.

29  
30        Children in Foster Care

31  
32        The Board of Trustees will appoint a Point of Contact (POC) to coordinate activities relating to  
33        the District's provisions of services to children placed in foster care, including transportation  
34        services. The District will inform the Department of Health and Human Services who is the  
35        POC for the District. The District will collaborate with the Department of Health and Human  
36        Services when transportation is required to maintain children placed in foster care in a school of  
37        origin outside their usual attendance area or District when in the best interest of the student.  
38        Under the supervision of the \_\_\_\_\_ the POC will invite appropriate District officials,  
39        the Department of Health and Human Services POC, and officials from other districts to consider  
40        how such transportation is to be arranged and funded in a cost-effective manner.  
41

42        If there are additional costs to be incurred in providing transportation to maintain a student in the  
43        school of origin, the District will provide transportation to such school if:

- 44                ➤ The Department agrees to reimburse the District for the cost of such transportation;  
45                ➤ The District agrees to pay for the cost of such transportation; or  
46                ➤ The District and the Department agree to share the cost of such transportation.

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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	Pupil Transportation
	10.64.101-700, et seq., ARM	Transportation

Policy History:

Adopted on:  
Reviewed on:  
Revised on:

1 \_\_\_\_\_ **Elementary**

2  
3 **NONINSTRUCTIONAL OPERATIONS**

8110  
page 1 of 3

4  
5 Bus Routes and Schedules

6  
7 The Board of Trustees is responsible for scheduling bus transportation, including determination  
8 of routes and bus stops. Such routes are subject to approval of the county transportation  
9 committee. The purpose of bus scheduling and routing is to achieve maximum service with a  
10 minimum fleet of buses consistent with providing safe and reasonably equal service to all bus  
11 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 \_\_\_\_\_ 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.



1  
2  
3  
4 Bus stops shall be chosen with safety in mind. Points shall be selected where motorists  
5 approaching from either direction will have a clear view of the bus for a distance of at least three  
6 hundred (300) to five hundred (500) feet.  
7

8 School loading and unloading zones are to be established and marked to provide safe and orderly  
9 loading and unloading of students. The teacher is responsible for the conduct of students waiting  
10 in loading zones.  
11

### 12 Delay in Schedule

13  
14 The driver is to notify the \_\_\_\_\_ of a delay in schedule. The staff will notify parents  
15 on routes and radio stations, if necessary.  
16

### 17 Responsibilities - Students

18  
19 Students must realize that safety is based on group conduct. Talk should be in conversational  
20 tones at all times. There should be no shouting or loud talking which may distract the bus driver.  
21 There should be no shouting at passersby. Students should instantly obey any command or  
22 suggestions from the driver and/or his/her assistants.  
23

### 24 Responsibilities - Parents

25  
26 The interest and assistance of each parent is a valued asset to the transportation program.  
27 Parents' efforts toward making each bus trip a safe and pleasant experience are requested and  
28 appreciated. The following suggestions are only three of the many ways parents can assist:  
29

- 30 1. Ensure that students are at the bus stop in sufficient time to efficiently meet the bus.
- 31 2. Properly prepare children for weather conditions.
- 32 3. Encourage school bus safety at home. Caution children regarding safe behavior and  
33 conduct while riding the school bus.  
34

### 35 Safety

36  
37 The Board of Trustees will develop written rules establishing procedures for bus safety and  
38 emergency exit drills and for student conduct while riding buses.  
39

40 If the bus and driver are present, the driver is responsible for the safety of his/her passengers,  
41 particularly for those who must cross a roadway prior to loading or after leaving the bus. Except  
42 in emergencies, no bus driver shall order or allow a student to board or disembark at other than  
43 his/her assigned stop unless so authorized by the \_\_\_\_\_. In order to assure the safety  
44 of all, the bus driver may hold students accountable for their conduct during the course of  
45 transportation and may recommend corrective action against a student. Bus drivers are expressly  
46 prohibited from using corporal punishment.

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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.

Inclement Weather

The Board recognizes the unpredictability and resulting dangers associated with weather in Montana. In the interest of safety and operational efficiency, the \_\_\_\_\_ 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 \_\_\_\_\_ to assist the \_\_\_\_\_ in making such decisions.

**NOTE:** To receive full state/county reimbursement, budgets must have enough funds to cover the costs of any changes to the route.

**NOTE:** 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

Policy History:

Adopted on:  
Reviewed on:  
Revised on:

1 \_\_\_\_\_ **Elementary**

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 If the District has an appropriate vehicle, it will be the preferred mode of transportation. In such  
31 situations other arrangements, such as an individual transportation contract, may be arranged  
32 with parents. Such voluntary agreement will stipulate in writing the terms of reimbursement.  
33

34 Legal Reference: 10.16.3820, ARM Transportation for Special Education Students with  
35 Disabilities  
36

37 Policy History:

38 Adopted on:

39 Reviewed on:

40 Revised on:

1 \_\_\_\_\_ **Elementary**

2  
3 **NONINSTRUCTIONAL OPERATIONS**

8123

4  
5 Driver Training and Responsibility

6  
7 Bus drivers shall observe all state statutes and administrative rules governing traffic safety and  
8 school bus operation. At the beginning of each school year, the District will provide each driver  
9 with a copy of the District’s written rules for bus drivers and for student conduct on buses.

10  
11 Each bus driver will meet the qualifications established by the Superintendent of Public  
12 Instruction, including possession of a valid Montana commercial driver’s license (with school  
13 bus “S” and passenger “P” endorsements), receive ten (10) hours of in-service annually, and  
14 Department of Transportation-approved physician’s certification that he or she is medically  
15 qualified for employment as a bus driver. The bus driver shall secure a valid standard first aid  
16 certificate from an authorized instructor, within two (2) months after being employed, and  
17 maintain a valid first aid certificate throughout employment as a bus driver. The bus driver must  
18 have five (5) years driving experience.

19  
20 A school bus driver is prohibited from operating a school bus while using a cellular phone,  
21 including hands free cellular phone devices, except:

- 22 (1) During an emergency situation;  
23 (2) To call for assistance if there is a mechanical breakdown or other mechanical  
24 problem;  
25 (3) When the school bus is parked.

26  
27 A teacher, coach, or other certified staff member assigned to accompany students on a bus will  
28 have primary responsibility for behavior of students in his or her charge. The bus driver has final  
29 authority and responsibility for the bus. The Board of Trustees will establish written procedures  
30 for bus drivers.

31  
32  
33

34 Legal Reference:	§ 20-10-103, MCA	School bus driver qualifications
	10.7.111, ARM	Qualification of Bus Drivers
	10.64.201, ARM	Drivers
	§ 50-46-205, MCA	Limitations of Medical Marijuana Act

37  
38

39 Policy History:

40 Adopted on:

41 Reviewed on:

42 Revised on:

1 \_\_\_\_\_ **Elementary**

2  
3 **NONINSTRUCTIONAL OPERATIONS**

8124

4  
5 Student Conduct on Buses

6  
7 The Board of Trustees, along with the \_\_\_\_\_, may establish written rules of conduct  
8 for students riding school buses. Such rules will be reviewed annually by the Board of Trustees  
9 and revised if necessary.

10  
11 At the beginning of each school year, a copy of the rules of conduct for students riding buses will  
12 be provided to students, and the classroom teacher and bus driver will review the rules with the  
13 students. A copy of the rules will be posted in each bus and will be available upon request at the  
14 school.

15  
16 The bus driver is responsible for enforcing the rules and will work closely with a parent and  
17 teacher to modify a student's behavior. Rules shall include consistent consequences for student  
18 misbehavior. A recommendation for permanent termination of bus privileges, accompanied by a  
19 written record of the incident(s) that led to the recommendation, shall be referred to the Board of  
20 Trustees for final determination. No further appeal shall be allowed.

21  
22  
23  
24 Cross Reference: 3310 Student Discipline  
25 8111 Transportation of Students With Disabilities

26  
27 Legal Reference: § 20-4-302, MCA Discipline and punishment of pupils – definition of  
28 corporal punishment – penalty – defense  
29 § 20-5-201, MCA Duties and sanctions

30 Policy History:

31 Adopted on:

32 Reviewed on:

33 Revised on:

1 \_\_\_\_\_ **Elementary**

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 \_\_\_\_\_. 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 six (6) weeks of each  
11 school semester. The District will conduct such other drills and procedures as may be necessary.

12

13

14 Legal Reference:       § 20-4-302, MCA       Power of teacher or principal over pupils  
15                               §20-5-210, MCA       Duties and sanctions

16

17 Policy History:

18 Adopted on:

19 Reviewed on:

20 Revised on:



1 \_\_\_\_\_ **School District**

2  
3 **NON-INSTRUCTIONAL OPERATIONS**

8225

4  
5 Tobacco Free Policy

6  
7 The District maintains tobacco-free buildings and grounds. Tobacco includes but is not limited to  
8 cigarettes, cigars, snuff, pipe smoking tobacco, smokeless tobacco, vapor product, alternative  
9 nicotine product or any other tobacco or nicotine delivery innovation.

10  
11 Use of tobacco or nicotine products in a public school building or on public school property is  
12 prohibited, unless used in a classroom or on other school property as part of a lecture,  
13 demonstration, or educational forum sanctioned by a school administrator or faculty member,  
14 concerning the risks associated with using tobacco products or in connection with Native  
15 American cultural activities.

16  
17 For the purpose of this policy, “public school building or public school property” means:

- 18  
19 • Public land, fixtures, buildings, or other property owned or occupied by an institution for  
20 the teaching of minor children, that is established and maintained under the laws of the  
21 state of Montana at public expense; and
- 22  
23 • Includes playgrounds, school steps, parking lots, administration buildings, athletic  
24 facilities, gymnasiums, locker rooms, and school vehicles.

25  
26  
27 Violation of the policy by students and staff will be subject to actions outlined in District  
28 discipline policies.

29  
30 Use of FDA-approved cessation devices may be permitted at school buildings and on school  
31 grounds with the approval of the building administrator.

32	33 Legal Reference:	§ 20-1-220, MCA	Use of tobacco product in public school building or on public school property prohibited
34		§ 50-40-104(4)(e), MCA	Smoking in enclosed public places prohibited – notice to public - place where prohibition inapplicable
35		ARM 37.111.825(5)	Health Supervision and Maintenance
36		42 U.S.C. 1996, 1996a	American Indian Religious Freedom Act

37  
38  
39  
40  
41  
42 Policy History:

43 Adopted on:

44 Reviewed on:

45 Revised on:



1 \_\_\_\_\_ **Elementary**

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  
8 from damage to or destruction of District property or claims against the District by persons  
9 claiming to have been harmed by action or inaction of the District, its officers or staff. The  
10 District will implement a risk management program to reduce or eliminate risks where possible  
11 and to determine which risks the District can afford to assume. Such program will consider the  
12 benefits, if any, of joining with other units of local government for joint purchasing of insurance,  
13 joint self-insuring, or joint employment of a risk manager. The Board will assign primary  
14 responsibility for administration and supervision of the risk management program to a single  
15 person and will review the status of the risk management program each year.

16  
17 The District will purchase surety bonds for the Clerk, and such other staff and in such amounts as  
18 the Board shall from time to time determine to be necessary for honest performance of the staff  
19 in the conduct of the District's financial operations.

20  
21  
22

23 Legal Reference:	§ 20-6-608, MCA	Authority and duty of trustees to insure district property
	§ 20-3-331, MCA	Purchase of insurance – self-insurance plan
	§§ 2-9-101, et seq., MCA	Liability Exposure
	§ 2-9-211, MCA	Political subdivision insurance
	§ 2-9-501, MCA	Application – bonds excepted

28  
29

30 Policy History:

31 Adopted on:

32 Reviewed on:

33 Revised on:

1 \_\_\_\_\_ Elementary

2  
3 **NONINSTRUCTIONAL OPERATIONS**

8301

4  
5 District Safety

6  
7 For purposes of this policy, “disaster means the occurrence or imminent threat of damage, injury, or loss  
8 of life or property”.

9  
10 The Board recognizes that safety and health standards should be incorporated into all aspects of the  
11 operation of the District. Rules for safety and prevention of accidents will be posted in compliance with  
12 the Montana Safety Culture Act and the Montana Safety Act. Injuries and accidents will be reported to  
13 the District office.

14  
15 The board of trustees has identified the following local hazards that exists within the boundaries of its  
16 school district: Fire, Earthquake, Intruders, Firearms, etc.

17  
18 The trustees shall design and incorporate drills in its school safety or emergency operations plan to  
19 address the above stated hazards. The trustees shall certify to the office of public instruction that a school  
20 safety or emergency operations plan has been adopted. This plan and procedures will be discussed and  
21 distributed to each teacher at the beginning of each school year. There will be at least eight (8) disaster  
22 drills a year in a school. All teachers will discuss safety drill procedures with their class at the beginning  
23 of each year and will have them posted in a conspicuous place next to the exit door. Drills must be held  
24 at different hours of the day or evening to avoid distinction between drills and actual disasters. A record  
25 will be kept of all fire drills.

26  
27 The trustees shall review the school safety or emergency operations plan periodically and update the plan  
28 as determined necessary by the trustees based on changing circumstances pertaining to school safety.  
29 Once the trustees have made the certification to the office of public instruction, the trustees may transfer  
30 funds pursuant to Section 2, 20-1-401, MCA to make improvements to school safety and security.

31  
32 The Board will develop safety and health standards which comply with the Montana Safety Culture Act.

33		
34	Legal Reference:	§ 20-1-401, MCA
35		Disaster drills to be conducted regularly
36		– districts to identify disaster risks and
37		adopt school safety plan
38		Number of disaster drills required –
39		time of drills to vary
40		Montana Safety Culture Act
41		Safety codes authorized
42		
43		
44		

41 Policy History:

42 Adopted on:

43 Reviewed on:

44 Revised on:

1 \_\_\_\_\_ **Elementary**

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 District 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  
40 parent or guardian of a child using the child-occupied facility.
- 41 (ii) While the renovation is ongoing, post informational signs describing the  
42 general nature and locations of the renovation and the anticipated completion  
43 date. These signs must be posted in areas where they can be seen by the parents or  
44 guardians of the children frequenting the child-occupied facility. The signs must  
45 be accompanied by a posted copy of the pamphlet or information on how  
46

interested parents or guardians can review a copy of the pamphlet or obtain a copy from the renovation firm at no cost to the parents or guardians.

4. The renovation company must prepare, sign, and date a statement describing the steps performed to notify all parents and guardians of the intended renovation activities and to provide the pamphlet.

#### Recordkeeping Requirements \*

All documents must be retained for three (3) years following the completion of a renovation.

- Records that must be retained include:
- Reports certifying that lead-based paint is not present.
- Records relating to the distribution of the lead pamphlet.
- Documentation of compliance with the requirements of the Lead-Based Paint Renovation, Repair, and Painting Program.

*\*Note: The MTSBA recommends that districts follow the same record retention schedule as they do for Asbestos abatement (forever).*

Legal Reference:      40 CFR Part 745, Subpart E      Lead-based paint poisoning in certain residential structures  
                                 15 U.S.C. 2682 and 2886      Toxic Substances Control Act, Sections 402 and 406

#### Policy History:

Adopted on:

Reviewed on:

Revised on:

1 Elementary

2  
3 **NONINSTRUCTIONAL OPERATIONS**

8425

Page 1 of 2

4  
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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.

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12 The District shall permit the use of a miniature horse by an individual with a disability,  
13 according to the assessments factors, if the miniature horse has been individually trained to do  
14 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 disability  
17 according to state and federal regulations. The School District will honor requests for service  
18 animals in accordance with the applicable Section 504 or Special Education policy adopted by  
19 the Board of Trustees. The work or tasks performed by a service animal must be directly related  
20 to the handler's disability.

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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

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42 The District is not responsible for the care or supervision of the service animal.

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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.

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Cross Reference: 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: