

CULBERTSON SCHOOL DISTRICT #17 J/R/C
RICHLAND/ROOSEVELT COUNTIES
CULBERTSON, MONTANA

NOTICE OF REGULAR SCHOOL BOARD MEETING

Tuesday–September 15, 2020, 6:30 PM

PREVIEW BILLS.....6:15 PM

CALL TO ORDER.....6:30 PM

ROLL CALL

- 01. Action, establish quorum

RECOGNITION OF VISITORS

- 02.

APPROVE AGENDA

- 03. Action, approve agenda

PUBLIC COMMENT FOR AGENDA ITEMS

- 04.

MINUTES OF PREVIOUS MEETINGS

- 05. Action, approve minutes from the following meeting(s)
 - a. August 11, 2020 (Regular Board Meeting)
 - b. August 19, 2020 (Special Board Meeting)

FINANCE REPORT

- 06. Action, pay bills, approve investments, and note cash & extra-curricular balances

REPORTS

- 07. Information, Student Representative Report
- 08. Information, Teacher Report
- 09. Information, Activities Director Report
- 10. Information, Technology Systems Administrator Report
- 11. Information, Principal Report
- 12. Information, District Clerk Report
- 13. Information, Superintendent Report

* Items listed on the agenda do not necessarily indicate the order in which they will be addressed.

Mission

Culbertson Public Schools are committed to providing opportunities for students in a safe and productive environment, to achieve their personal best, become responsible and productive citizens, and embrace lifelong learning in an ever changing world.

UNFINISHED BUSINESS

- 14. Action, Board Policy Manual Update – 2nd Reading
 - a. Section 3000 (Students)
 - b. Section 5000 (Personnel)
- 15. Action, Health and Safety Plan

NEW BUSINESS

- 16. Action, 2020-2021 Classified Staff Contract(s)
 - a. Custodian (student)
 - b. Activity Secretary's Helper (part-time)
- 17. Action, 2020-2021 Extra-Curricular Contract(s)
 - a. Junior Class Advisor
- 18. Action, 2020-2021 Guest Teacher Application(s)
- 19. Action, Activity Director Stipend
- 20. Action, Section 504 Coordinator
- 21. Action, Student Attendance Agreement(s)
- 22. Action, 2020-2021 Bus Route Changes
- 23. Action, Soles 4 Souls Program
- 24. Action, 2020-2021 School Board Goals

PUBLIC COMMENT FOR NON-AGENDA ITEMS

25.

REPORTS (Continued)

- 26. Information, Trustees Reports/Requests.

DATE/TIME FOR NEXT MEETING

- 27. Date: Tuesday, October 20th Time: 6:30 p.m.
Potential Conflicts: None Suggested Changes: None

ADJOURNMENT

- 28. Time of adjournment: _____

* Items listed on the agenda do not necessarily indicate the order in which they will be addressed.

Mission

Culbertson Public Schools are committed to providing opportunities for students in a safe and productive environment, to achieve their personal best, become responsible and productive citizens, and embrace lifelong learning in an ever changing world.

Public Comment

(Agenda Items)

The Culbertson School Board of Trustees would like to encourage public comment on any agenda item during the time that it is presented. If any visitor has any particular agenda item or items on which to comment, we would ask that you please indicate your intentions by raising your hand at that time so that the chair may properly recognize you.

Thank you.

SCHOOL BOARD MINUTES
REGULAR MEETING
August 11, 2020
Tuesday – 6:30 p.m.

The Board met in regular session on Tuesday, August 11, 2020, at 6:30 p.m. Trustees present were: Chair Paul Finnicum, Luke Anderson, and Mark Colvin. Representatives were: Larry Crowder, Mike Olson, Dave Solem, and Lora Finnicum. Visitors were recognized.

Luke Anderson made motion to approve the agenda. Mark Colvin seconded motion. Motion carries unanimously. Notice for public comment given.

Mark Colvin made motion to approve the minutes of July 21, 2020 (regular board) meeting(s). Luke Anderson seconded motion. Motion carries unanimously.

Luke Anderson made motion to pay the August bills, approve investments, note cash and extra-curricular balances. Mark Colvin seconded motion. Motion carries unanimously.

Payroll Warrants	199 to 232
Claims Warrants	150 to 186

Reports were presented. Coaches' meeting was held to review upcoming seasons and various changes.

Mark Colvin made motion to adopt policies (Sections 2000, 7000, 8000, and 1900) as presented and amended. Luke Anderson seconded motion. Policy 1903 was amended to read, "By the act of the Board of Trustees, facility use may be suspended in the best interests of the District." Luke Anderson seconded motion. Motion carries unanimously.

Trustees reviewed the Health & Safety Plan. Luke Anderson made motion to appoint the superintendent as the pandemic coordinator for the District and designate the School Board of Trustees and school administration as the pandemic team. Discussion ensued regarding the addition of any parents or teachers on the pandemic team. As the full board would participate on the team, any meetings would be noticed, held in public with opportunity for input. Mark Colvin seconded motion. Motion carries unanimously.

Mark Colvin made motion to declare an emergency in accordance with Sections 20-9-801 through 20-9-806, MCA, due to the community and school health concerns related to COVID-19 and authorize the pandemic coordinator and pandemic team to take necessary steps to execute this declaration and inform the public and government agencies of this declaration; emergency declaration will be effective from July 1, 2020 until June 30, 2021. Luke Anderson seconded motion. The purpose of declaring an emergency is to protect the financial stability of the School. Motion carries unanimously.

Luke Anderson made motion that in the event the school building is closed at any time during the 2020-2021 school year, the superintendent is authorized to work with district staff in providing instruction for pupils of the district; such instruction may include any method or methods identified as appropriate by the superintendent, including but not limited to offsite instruction as defined and referenced in Sections 20-1-101(5); 20-1-101(14); 20-7-118; and 20-9-311(11), MCA. Mark Colvin seconded motion. Recommendations and guidelines are frequently

SCHOOL BOARD MINUTES

REGULAR MEETING

August 11, 2020

Tuesday – 6:30 p.m.

changing. Parents have inherent responsibilities and ability to send their child or not. District will make efforts to accommodate absences. Motion carries unanimously.

Mark Colvin made motion for the approval of a proficiency learning declaration in which the superintendent is authorized to work with district staff in making determinations regarding pupils who are proficient in courses in which the pupils are enrolled without regard to the aggregate hours of instruction provided; the superintendent is further directed to make a final determination of proficiency for each pupil for each enrolled course, using district assessments, including class grades at a minimum, and reporting a full-time equivalent conversion of ANB for such pupils, based on the scheduled time ordinarily provided through the aggregate hours of instruction for such courses. Luke Anderson seconded motion. Particulars may need to be addressed regarding letter grades and GPA's for determination of valedictorian and salutatorian and will be added to a future agenda. Motion carries unanimously.

No recommendations for Junior Class Advisor or HS Football Assistant Coach. Mark Colvin made motion to hire Chance Hyatt as HS Cross Country Assistant Coach. Luke Anderson seconded motion. Motion carries unanimously.

Luke Anderson made motion to hire Jennifer Jahns as Cook's Helper, pending background check. Mark Colvin seconded motion. Motion carries unanimously.

Luke Anderson made motion to approve Duane Larsen and LeEtta Waldhausen as activity drivers. Paul Finnicum seconded motion. For motion: Anderson, Finnicum. Recuse: Colvin. Motion carries.

Luke Anderson made motion to approve Bus Route #1 (84.4 miles/day), #2 (166.1 miles/day), #3 (80.8 miles/day), #4 (199.6 miles/day), #5 (158.0 miles/day), and #6 (56.6 miles/day) for 2020-21. Mark Colvin seconded motion. Motion carries unanimously.

Luke Anderson made motion to approve the contract addendum for Bus Route #6 for \$10 per day for the remainder of the contract term (2020-2023). Mark Colvin seconded motion. Motion carries unanimously.

Mark Colvin made motion to post policies Section 3000 (students) and 5000 (personnel). Luke Anderson seconded motion. Motion carries unanimously.

Trustees reviewed grade level populations and staff assignments. Mark Colvin made motion to have one Kindergarten class and two 3rd Grade Classes with Brenda Harvey re-assigned to teach 3rd Grade. Luke Anderson seconded motion. Motion carries unanimously.

Mark Colvin made motion to approve the 2020-2021 budgets as presented. Luke Anderson seconded motion. Additional budget authority was available for permissive levies in building reserve funds. Board not interested in pursuing. Motion carries unanimously.

SCHOOL BOARD MINUTES
REGULAR MEETING
August 11, 2020
Tuesday – 6:30 p.m.

Board was requested to bring goals. Mark Colvin presented goals of: cement in rear of school, top ten academically in state, local beef for school lunches, new playground equipment, underground sprinklers in front, and better facilities at the C-C Field in restrooms and concessions. Board needs to bring goals for consideration.

Notice was given for public comment for non-agenda items. Comments and concerns were received on re-opening school. Plan details will be developed and disseminated via social media and the school's website. Next regular board meeting scheduled for September 15, 2020. Luke Anderson made motion to adjourn. Mark Colvin seconded motion. Motion carries unanimously. Meeting adjourned at 7:51 p.m.

Chairman of the Board



Clerk

SCHOOL BOARD MINUTES
SPECIAL MEETING
August 19, 2020
Wednesday – 7:00 a.m.

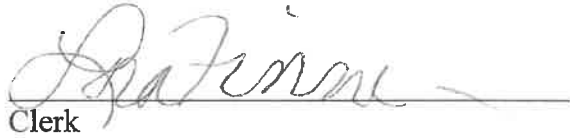
The Board met in special session on Wednesday, August 19, 2020, at 7:01 a.m. Trustees present were: Chair Paul Finnicum, Luke Anderson, Eric Bergum, and Mark Colvin. Representatives were: Larry Crowder, Mike Olson, and Lora Finnicum.

No visitors were present. Mark Colvin made motion to approve the agenda. Eric Bergum seconded motion. Motion carries unanimously. Notice for public comment given.

Eric Bergum made motion to hire Cassidy Obergfell as HS Football Assistant Coach. Mark Colvin seconded motion. Motion carries unanimously. Mark Colvin made motion to hire Mike Olson as Junior Class Advisor. Eric Bergum seconded motion. Motion carries unanimously.

Notice for public comment given on non-agenda items. Meeting adjourned at 7:05 a.m.

Chairman of the Board


Clerk

CULBERTSON SCHOOL DISTRICT CASH FLOW REPORT
for the month of **AUGUST 31, 2020**

FUND	BEGINNING BALANCE	RECEIPTS	INVESTMENTS IN	INVESTMENTS OUT	DISBURSEMENTS	ENDING BALANCE	TREASURER BALANCE	VARIANCE
GENERAL	(34,923.74)	132,372.48	-	-	142,834.08	(45,385.34)	(45,385.34)	-
TRANSF	3,489.33	22,640.37	42,791.00	47,590.00	2,281.25	19,049.45	19,049.45	-
RETIRED	59,772.88	2.19	10,633.00	-	4,730.39	65,677.68	65,677.68	-
MISC	(1,696.04)	95,365.59	-	-	27,080.22	66,589.33	66,589.33	-
Misc	2,156.98	3,539.59	-	-		5,696.57		
Title	-					-		
CARES	(5,926.25)	87,061.00			24,444.54	56,690.21		
Ind Ed	-	2,765.00				2,765.00		
JMG	405.23	2,000.00			222.70	2,182.53		
SRS	(3,518.03)				2,412.98	(5,931.01)		
JOM	5,186.03					5,186.03		
AD ED	145.25	71.96	4,713.00	-	710.50	4,219.71	4,219.71	-
COMPA	0.58	1.08	5,264.00	-	5,264.00	1.66	1.66	(0.00)
IMPACT	0.24	-	18.00	-	40,621.78	(40,603.54)	(40,603.54)	-
TECH	0.34	1,312.75	1.00	-		1,314.09	1,314.09	-
FLEX	-		-	-		-	-	-
PR	11,671.01	125,509.43	-	-	132,986.20	4,194.24	4,194.24	(0.00)
CL	148,454.20	303,529.43	-	-	449,233.63	2,750.00	2,750.00	-
ELEM	186,914.05	680,805.28	63,420.00	47,590.00	805,742.05	77,807.28	77,807.28	(0.00)
GENERAL	(62,877.23)	48,954.11	-	-	112,390.91	(126,314.03)	(126,314.03)	-
TRANSF	2,835.56	12,521.64	33,623.00	20,177.00	2,281.25	26,521.95	26,521.95	-
LUNCH	0.41	0.39	1,888.00	-	-	1,888.80	1,888.80	-
RETIRED	96,262.45	4.28	20,844.00	-	5,879.09	111,231.64	111,231.64	-
MISC	5,444.28	36,415.00	-	-	3,783.02	38,076.26	38,076.26	-
Misc	3,769.27		-	-		3,769.27		
CARES	-	36,415.00			2,938.54	33,476.46		
AG	-				814.53	(814.53)		
BUS	-					-		
JMG	1,675.01					1,675.01		
Perkins	-				29.95	(29.95)		
AD ED	52.71	50.85	4,663.00	4,045.00	710.50	11.06	11.06	(0.00)
DR ED	96.85	2,153.81	313.00	2,563.00	-	0.66	0.66	(0.00)
COMPA	0.03	0.69	3,341.00	-	3,341.00	0.72	0.72	0.00
IMPAC	0.22	-	11.00	-	45,572.77	(45,561.55)	(45,561.55)	-
TECH	-	845.08	-	845.00		0.08	0.08	0.00
FLEX	0.84		2.00	2.00		0.84	0.84	-
ENDOW	0.78	43.54	186,114.00	140,553.00		45,605.32	45,605.32	-
HS	41,816.90	100,989.39	250,799.00	168,185.00	173,958.54	51,461.75	51,461.75	(0.00)
TOTAL	228,730.95	781,794.67	314,219.00	215,775.00	979,700.59	129,269.03	129,269.03	(0.00)

*

CULBERTSON SCHOOL DISTRICT
Cash Equivalent Accounts Summary
August 31, 2020

	Beginning Balance	Receipts <i>reconciled bank credits</i>	Expenses <i>reconciled bank debits</i>	Ending Balance
General Funds 101 & 201 - Asset 102:				
First Community Bank Hot Lunch Revolving Account No. 335266	\$ 5,056.22	\$ 2,371.02	\$ -	\$ 7,427.24
First Community Bank PaySchools Savings Account No. 5000521	\$ 0.89	\$ -	\$ -	\$ 0.89
First Community Bank Pcard Account No. 4205644	\$ 1,184.13	\$ 23,181.07	\$ 23,180.61	\$ 1,184.59
Synovus AFLAC Cafeteria Plan Account No. 000-329-492-7	\$ 9,466.92	\$ 112.50	\$ 146.89	\$ 9,432.53
Cash Equivalent Total	\$ 15,708.16	\$ 25,664.59	\$ 23,327.50	\$ 18,045.25
	Fund 101 Balance: \$	9,022.63	Fund 201 Balance: \$	9,022.62
	102 Debit (Credit) \$	1,168.55	970 Credit (Debit) \$	1,168.54

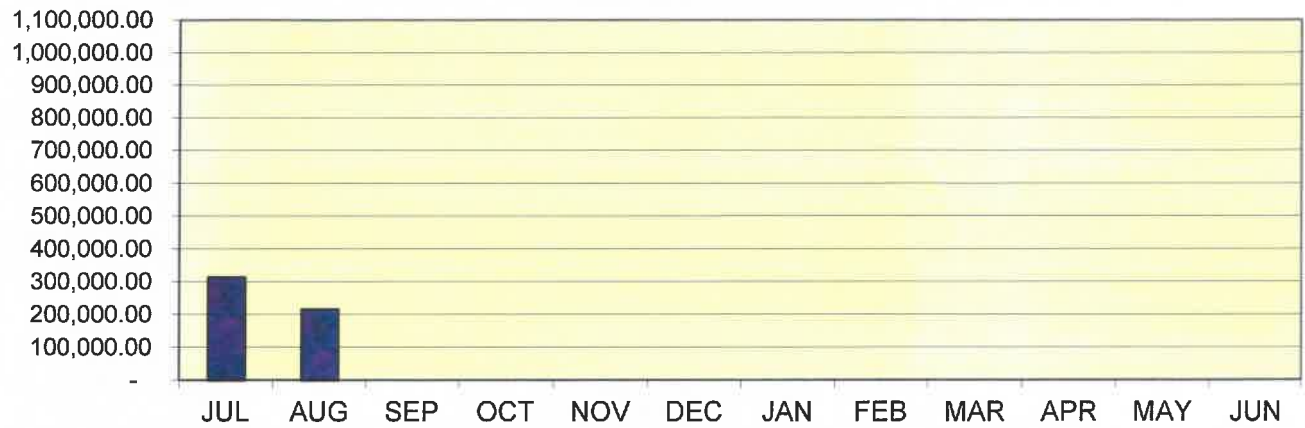
General Funds 101 & 201 - Asset 103:

First Community Bank Petty Cash Account No. 332364	\$ 300.00	\$ 10.00	\$ 10.00	\$ 300.00
Cash Equivalent Total	\$ 300.00	\$ 10.00	\$ 10.00	\$ 300.00
	Fund 101 Balance: \$	150.00	Fund 201 Balance: \$	150.00
	103 Debit (Credit) \$	-	970 Credit (Debit) \$	-

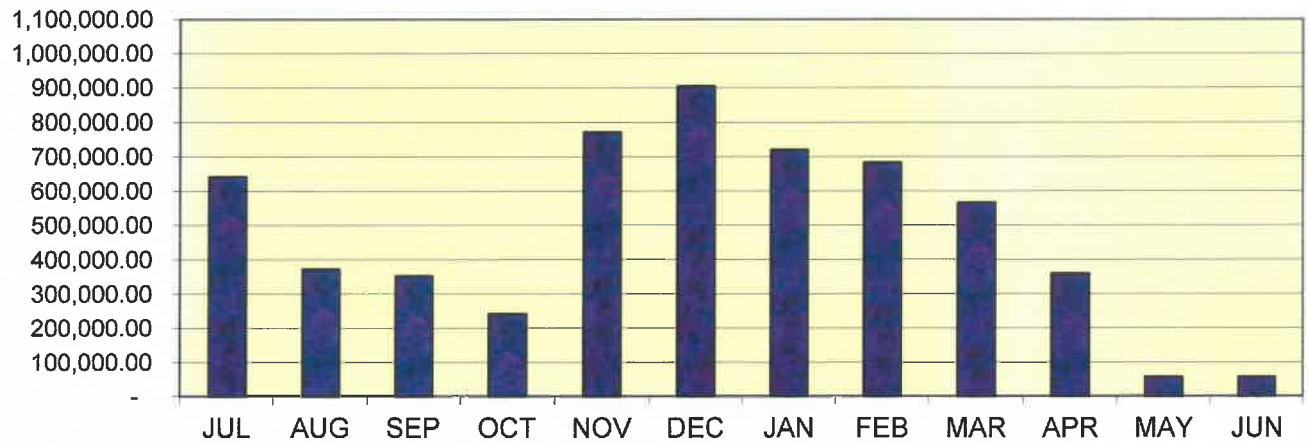
Activities Fund 284 - Asset 102:

First Community Bank Activities Account No. 332356	\$ 64,901.51	\$ -	\$ 231.88	\$ 64,669.63
Cash Equivalent Total	\$ 64,901.51	\$ -	\$ 231.88	\$ 64,669.63
	102 Debit (Credit) \$	(231.88)	970 Credit (Debit)	

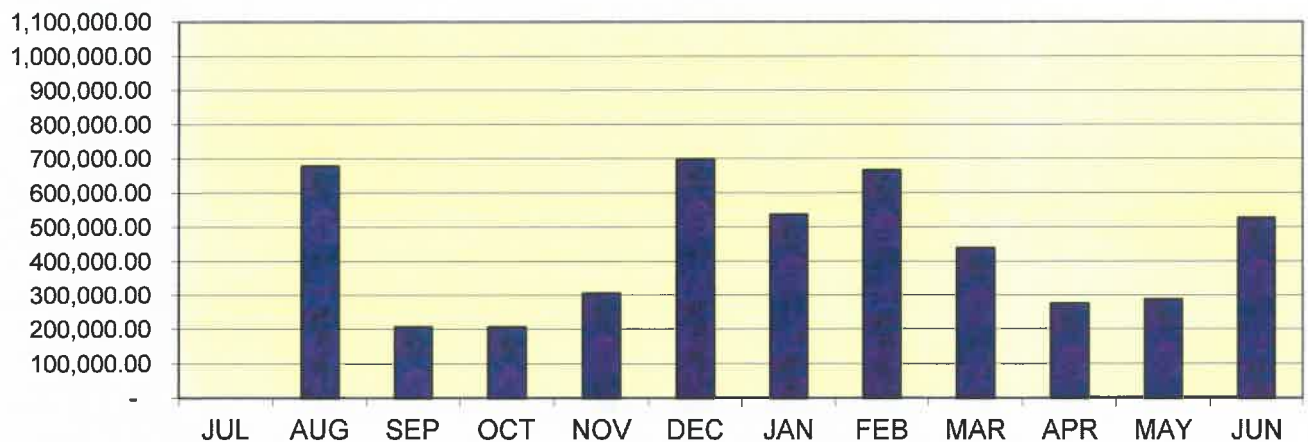
2020-21 INVESTMENTS



2019-20 INVESTMENTS



2018-19 INVESTMENTS



Culbertson Public School

Totals Report for August 2020
2020-2021

09/09/2020
9:18:33 PM

Checking
Savings
Investments

Account	Beginning	+ Receipts	- Expenditures	+ Transfers	= Ending
1 - ANNUAL	3,130.43	0.00	0.00	0.00	3,130.43
2 - ATHLETICS	5,996.19	1,466.00	339.31	0.00	7,122.88
3 - SOPHOMORE CLASS 2023	904.92	0.00	0.00	0.00	904.92
4 - FRESHMAN CLASS 2024	0.00	0.00	0.00	0.00	0.00
5 - SENIORS 2020	0.00	0.00	0.00	0.00	0.00
6 - SENIOR CLASS 2021	2,256.44	0.00	0.00	0.00	2,256.44
7 - 8TH GRADE	0.00	0.00	0.00	0.00	0.00
8 - CHEERLEADER	765.56	0.00	0.00	0.00	765.56
9 - FFA	7,235.73	841.20	84.00	0.00	7,992.93
10 - BAND/CHOIR	4,802.12	0.00	0.00	0.00	4,802.12
11 - STUDENT COUNCIL	5,711.29	0.00	100.00	0.00	5,611.29
12 - SPEECH AND DRAMA	1,305.42	0.00	0.00	0.00	1,305.42
13 - VO-AG REVOLVING	1,895.49	0.00	0.00	0.00	1,895.49
14 - JUNIOR CLASS 2022	1,548.92	0.00	0.00	0.00	1,548.92
15 - PLAY	1,978.05	0.00	0.00	0.00	1,978.05
16 - JMG	2,438.27	0.00	0.00	0.00	2,438.27
17 - BPA	7,355.14	0.00	0.00	0.00	7,355.14
18 - EXPLORE AMERICA	8,345.45	0.00	0.00	0.00	8,345.45
19 - MUSIC PARENTS	2,601.75	0.00	0.00	0.00	2,601.75
20 - ART	1,576.68	0.00	0.00	0.00	1,576.68
21 - LIBRARY	1,464.42	0.00	0.00	0.00	1,464.42
22 - SPANISH CLUB	15.49	0.00	0.00	0.00	15.49
23 - INDIAN CLUB	0.00	0.00	0.00	0.00	0.00
24 - SCIENCE OLYMPAID	3,393.75	0.00	0.00	0.00	3,393.75
	64,721.51	+ 2,307.20	- 523.31	+ 0.00	= 66,505.40



September 2020 Activities Report

Culbertson Board of Trustees,

We hope to have Pixellot cameras up and running soon. Participation numbers are listed below.

HS football: 19

HS Volleyball: 16

HS Cross Country: 11- 2 from Bainville

Ele/JH Volleyball: 14

Ele/JH Football: 16

Ele/JH Cross Country: 6

Sincerely,

David Solem

Mr. Olson
Technology Report
School Board Meeting
September 15, 2020

NFHS camera has been installed in the gym and calibrated. We are just waiting to hear from the company on the final process before we can broadcast games. By the school board meeting the camera should be installed at the football field.

I am currently replacing the last of the window 7 computers in the school. We are down to 10 computers left.

With the addition of new smartboards we will be out of all old black rim boards by the end of October.

The last order of Chromebooks should be in by October.

Mr. Olson
Principal Report
School Board Meeting
September 15, 2020

School pictures were held on August 3rd by Lifetouch Pictures.

Homecoming week is September 13-19. The theme for the students is Empires. Student Council has organized the homecoming competition for Friday, parade at 2:00 and a HS dance for Saturday.

Teachers and students have enjoyed the new science curriculum. We are still waiting for some parts to come in and online components to be activated.

Teacher observations begin on Sept 15 and I already 10 teachers signed up.

As of 9-09-20

Month	K	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	Total
Aug	13	22	22	17	22	14	19	29	17	17	26	21	15	254
Sept	16	22	22	18	22	15	20	29	19	18	28	21	15	265
Oct														0
Nov														0
Dec														0
Jan														0
Feb														0
March														0
April														0
May														0

Enrolled	6	1	2	0	4	2	2	1	4	2	3	1	0	28
Transferred	0	3	0	4	4	0	4	1	1	2	0	3	0	22
Total In/Out	6	4	2	4	8	2	6	2	5	4	3	4	0	50

Ended the 2019-2020 year with 276

Culbertson School Board Meeting

Superintendent's Report

September 15, 2020

A. Events that I plan to attend for September and October.

September 1 st	District 1C Volleyball Meeting @ Wolf Point
September 2 nd	NEMASS Meeting - Virtual
September 3 rd	HS Volleyball vs. Bainville HERE
September 4 th	HS Football vs. Fairview HERE
	JH Football vs. Fairview HERE
September 8 th	Culbertson High School National Honor Society Induction Ceremony
	Culbertson Fire Department Meeting
September 11 th	HS Football vs. Ekalaka HERE
	JH Football vs. Ekalaka HERE
September 12 th	Culbertson Cross Country Meet HERE
	HS Volleyball vs. Scobey HERE
September 14 th	Richland County Transportation Committee Meeting @ Sidney
	Culbertson Town Council Meeting
September 15 th	Culbertson School Board Meeting
September 16 th	Culbertson Town Planning Board Meeting
September 18 th	HS Football vs. Broadus HERE
	JH Football vs. Broadus HERE
September 19 th	HS Volleyball vs. Fairview HERE
September 21 st	Fall MASS Meeting - Virtual
September 22 nd	Fall MASS Meeting – Virtual
	Culbertson Fire Department Training
September 28 th	JV Football vs. MonDak HERE
October 1 st	Parent/Teacher Conferences from 4 pm – 7 pm
October 3 rd	Junior High Volleyball vs. Plentywood HERE
October 5 th	JV Football vs. F/L HERE
October 7 th	NEMASS Meeting @ Wolf Point
October 10 th	HS Football vs. Circle HERE
October 12 th	Culbertson Town Council Meeting
October 13 th	Culbertson Fire Department Meeting
October 14 th	MSGIA Board Meeting – Virtual
October 15 th	MCEL Conference - Virtual
October 16 th	MCEL Conference - Virtual
	HS Volleyball vs. R&L HERE
October 17 th	HS Volleyball vs. Nashua HERE
October 20 th	Culbertson School Board Meeting
October 22 nd	HS Volleyball vs. Savage HERE
October 23 rd	HS Volleyball vs. MonDak HERE
October 25 th	District 1C Volleyball Meeting @ Wolf Point
October 27 th	JH Basketball vs. Froid/Lake HERE
	Culbertson Fire Department Training
October 29 th	District 1C Volleyball Tournament HERE

October 30 th	District 1C Volleyball Tournament HERE
October 31 st	District 1C Volleyball Tournament HERE

B. Other items for your review and consideration:

1. The second Community-wide School (Strategic) Planning Meeting has been postponed due to the COVID-19 School Closures. I will let you know a date when Debra Silk is able to reschedule.
2. At this time I have completed the Federal E-grants applications for our Federal Title I, Title II, and Title IV grant monies plus the Federal IDEA grant application. I am working on the Federal Carl Perkins vocational grant. The new Perkins V application now requires an extensive and thorough self-assessment that is estimated at 40-100 hours to complete. The deadline for the Perkins V application is September 30th.
3. It appears as though the fall MCEL (Montana Council of Educational Leadership) Conference on October 15th and 16th in Missoula will be conducted virtually. If you are interested in registering for this virtual conference, please let me know.
4. Just so we don't forget, here are a few projects to think about in the short term and long term (in no particular order of importance):
 - Replacement of the oldest section of Playground Equipment
 - Replacement of the Football Field Lights
 - Old Armory: Renovation or Demolition
 - Replacement of the cinder track with an all-weather track.
 - Building or purchasing teacher housing.
 - Building an auditorium for music performances and plays
 - Re-establishment of the Family Consumer Science classroom and the corresponding student organization FCCLA (Family, Career and Community Leaders of America).
5. Here are a few items that might be part of the regular October Board meeting agenda:
 - Possible Guest teacher applications
 - Any Remaining Extra-Curricular Contracts for the 2020-2021 School Year
 - 2019-2020 Audit Report

If you have any questions, comments, or concerns about any item in this report or on the agenda, please feel free to contact me at any time. I can be reached at 787-6246 (school), 787-5779 (home), 478-3330 (cell), or by email at crowderl@culbertson.k12.mt.us at any time.

**CULBERTSON PUBLIC SCHOOLS
DISTRICTS 17 J/R/C
BOARD AGENDA FACT SHEET**

MEETING DATE: 9-15-2020

AGENDA ITEM #: 14

AGENDA TITLE: Policy Manual Update – 2nd Reading

SUMMARY: Attached please find the 2nd readings of:

- a. Section 3000 (Students)
- b. Section 5000 (Personnel)

The Policies have been posted for comment since the August 11th meeting. To date, I have received no comments on the proposed policies.

The Board has the following options:

- 1. Adopt the individual policies as posted;
- 2. Edit and adopt individual policies; or
- 3. Table individual policies for further review.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Salvevold					
Bergum					
Colvin					

CULBERTSON SCHOOL DISTRICT

R = required

3000 SERIES STUDENTS

TABLE OF CONTENTS

3100 – 3100P	Student Enrollment, Exceptional Circumstances Meriting Waiver of Age Requirements for Pupils
3110	Entrance, Placement, and Transfer
R 3120	Compulsory Attendance
3121 – 3121P	Enrollment and Attendance Records
3122	Attendance Policy
R 3123	Attendance Policy Procedure-Truancy
R 3125	Education of Homeless Children
3125F	McKinney-Vento Homeless Educational Assistance Dispute Resolution Form
3130	Students of Legal Age
3141	Discretionary Nonresident Student Attendance Policy
3145 – 3145P	Foreign Exchange Students
3150	Part-Time Attendance
3200	Student Rights and Responsibilities
R 3210	Equal Education, Nondiscrimination and Sex Equity
3221	Student Publications
3222	Distribution and Posting of Materials
3224	Student Dress
R 3225	Sexual Harassment, Sexual Intimidation and Sexual Misconduct
3225F	Harassment Reporting Form for Students
R 3226	Bullying/Harassment/Intimidation/Hazing
3231 – 3231P	Searches and Seizure
3233	Student Use of Buildings: Equal Access
3235	Video Surveillance
R 3300	Suspension and Expulsion - Corrective Actions and Punishment
R 3310	Student Discipline
3310P	Discipline of Students with Disabilities
3311	Firearms and Weapons
3330	Use of Alcohol-Sensor Device
3340	Extra- and Co-Curricular Alcohol, Drug, and Tobacco Use
3410	Student Health/Physical Screenings/Examinations
3413	Student Immunization
3413F1	Medical Exemption Form for Immunization
3413F2	Religious Exemption form for Immunization
R 3415 – 3415P	Management of Sports Related Concussions
R 3415F	Student Athlete and Parent/Legal Custodian Concussion Statement
3416	Administering Medicines to Students
3416F	Montana Authorization to Possess or Self-Administer Asthma, Severe Allergy, or Anaphylaxis Medication

3416F1	Designation and Acceptance to Administer Glucagon
3417	Communicable Diseases
3420	Head Lice
3431	Emergency Treatment
3431F	Accident Report Form
3440 – 3440P	Removal of Student During School Day
3510	School-Sponsored Student Activities
R 3520	Student Fees, Fines, and Charges
3530	Student Fund-Raising Activities
3600 – 3600P	Student Records
R 3600F1	Student Records Notification Form
3600F2	Student Directory Information Notification Form
R 3606	Transfer of Student Records
R 3608	Receipt of Confidential Records
3611	Gangs and Gang Activity
R 3612 – 3612P	District-Provided Access to Electronic Information, Services, and Networks
3612F	Internet Access Conduct Agreement Form
3630	Cell Phones and Other Electronic Equipment
3650	Pupil Online Personal Information Protection

4
5 Student Enrollment, Exceptional Circumstances Meriting Waiver of Age Requirements for
6 Pupils

7
8 ***Prohibition:*** This policy cannot be used to provide what is otherwise characterized or referred
9 to as a pre-school, pursuant to 20-7-117(2), MCA, which specifically prohibits the use of state
10 equalization aid for preschool. This policy is intended for use to enroll students under the age of
11 5 when statutory criteria are met.

12
13 ***Note:*** In order to adopt this policy, the board of trustees must select one or more of the
14 characteristics identified in either Option A or Option B.

15
16 The administration shall ensure admission, enrollment and assignment of all qualifying children
17 referenced in this policy. The administration shall place children enrolled pursuant to this policy
18 in either a half-time or full-time kindergarten program as an integral part of the elementary
19 school program. The administration shall also ensure provision of a free appropriate public
20 education in the least restrictive environment possible, pursuant to terms of each student's
21 individualized education program, for all children enrolled under this policy who are qualified
22 for services under the Individuals with Disabilities Education Act.

23
24 The administration shall include children enrolled pursuant to this policy in the district's
25 calculation of average number belonging (ANB) as reported to OPI.

26
27 ***Option A, Student-Specific Exceptional Circumstances:*** To be used when the board of
28 trustees wants to define exceptional circumstances specific to the individual characteristics of
29 each student or sub-group of students.

30
31 The Board of Trustees declares the following to be qualifying "exceptional circumstances"
32 within the meaning of that term as used in 20-5-101(3), that merit waiving the age provisions of
33 20-5-101(1), MCA for qualifying children under 6 years of age:

34
35 ***Note:*** Each of the below should be considered separately for inclusion or exclusion in the
36 Board's adopted policy. ***Note:*** When enrolling on the basis of an individual student's
37 characteristics under this Option A, the District must be sure to document each qualifying
38 student's characteristics to ensure that criteria listed in this portion of the policy can be
39 substantiated.

- 40
41 1. A child at least 3 years of age with a disability qualifying the child for services under the
42 federal Individuals with Disabilities Education Act.
43 2. A child who is 4 years of age or older on or before September 10 of the school year in
44 which enrollment is to occur who:

- a. Meets the income eligibility guidelines for free or reduced price meals under the National School Lunch Program;
- b. Is Limited English Proficient within the meaning of Title III of the federal Elementary and Secondary Education Act;
- c. Is Gifted and Talented within the meaning of that term as used in 20-7-901, MCA;
- d. Is an enrolled member of a federally recognized American Indian Tribe;
- e. Is homeless as defined in 42 U.S. Code § 11302, or, as determined by the administration, exhibits other characteristics or lives in circumstances that are uncommon, unusual, atypical, rare or otherwise distinguished from ordinary or typical which place the child at risk of failing to achieve at adequate levels.

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

The Board of Trustees declares the following to be qualifying "exceptional circumstances" within the meaning of that term as used in 20-5-101(3), that merit waiving the age provisions of 20-5-101(1), MCA for children under 6 years of age who are either 4 years of age or older on or before September 10 of the school year in which enrollment is to occur or who are at least 3 years of age with a disability qualifying the child for services under Section 504 of the Federal Rehabilitation Act of 1973 or the federal Individuals with Disabilities Education Act.

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

1. Homeless rates of the district's pupils in comparison to statewide averages;
2. Percentage of the district's pupils qualifying for services under The Federal Individuals with Disabilities Education Act in comparison to statewide averages;
3. Percentage of the district's pupils eligible for free or reduced lunch in comparison to statewide averages;
4. Average performance on standardized tests at the 3rd grade level in comparison to statewide averages;
5. Percentage of the district's pupils who are enrolled members of a federally recognized American Indian Tribe in comparison to statewide averages.

Legal Reference:

§ 20-5-101, MCA	Admittance of child to school
§ 20-6-501, MCA	Definition of various schools
§ 20-7-117, MCA	Kindergarten and preschool programs
§ 20-9-309, MCA	Basic system of free quality public elementary and secondary schools defined
Individual with Disabilities Act	Federal Rehabilitation Act of 1973
National School Lunch Act	(Public Law 396, 79 th congress, chapter 281, 2 nd session)
Title III, ESEA	(English language Acquisition, language Enhancement, and Academic Achievement Act)
MicKinney-Vento	Homeless Assistance Act of 1987 (Pub. L. 100-77, July 22, 1987, 101 Stat. 482, U.S.C. § 11301 et seq.)

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 **Culbertson School District**

2
3 **STUDENTS**

3100P

4
5 Student Enrollment, Exceptional Circumstances Meriting Waiver of Age Requirements for
6 Pupils

7
8 When implementing Board Policy 3100, the District shall follow these procedures:

- 9
10 1. The administration shall review the criteria set forth in the Policy 3100 and make the
11 preliminary determination whether an individual student or class of students meets the
12 criteria for exceptional circumstances set forth therein;
- 13 2. The administration shall notify the parent(s)/legal guardian(s) of the administration's
14 recommendation to the Board regarding the enrollment of the student(s) under the
15 exceptional circumstances meriting waiving of the age requirements;
- 16 3. The administration shall present the information to the Board for approval within ____
17 days of making the preliminary determination;
- 18 4. In presenting the information to the Board, the administration shall either: (1) remove all
19 identifying information about the student(s) when presenting the information to the Board
20 in order to protect the privacy rights of the student under state and federal law, or (2)
21 provide the name(s) of the students(s) to the Board in a closed session with notice to the
22 parent(s)/legal guardian(s) that he/she/they have the right to attend the closed session; and
- 23 5. The Board shall make the final decision on the enrollment of students under the District's
24 exceptional circumstances policy.
25

26 The trustees shall annually review this policy and procedure based on changing circumstances
27 pertaining to the criteria used for determination of the program.
28

29 Policy History:

30 Adopted on:

31 Reviewed on:

32 Revised on:

Culbertson School District

STUDENTS

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Entrance, Placement, and Transfer

Entrance, Date, and Age

The trustees will enroll and admit a child to a school in the district when the child is 5 years of age or older on or before the tenth (10th) day of September of the school year in which the child is to enroll but is not yet 19 years of age who is a resident of the District. Parents may request a waiver of the age requirement. All waivers are granted in the sole discretion of the Trustees. Non-resident students may be admitted at the discretion of the Trustees. Children will be enrolled in the grade identified in accordance with District policy or at the discretion of the of the administration in consultation with the student's parents or guardians. The District requires proof of identity and an immunization record for every child to be admitted to District schools. The trustees may at their discretion assign and admit a child to a school in the district who is under 5 years of age or an adult who is 19 years of age or older if there are exceptional circumstances that merit waiving the age provision.

School Entrance

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

Placement

The District goal is to place students at levels and in settings that will increase the probability of student success. Developmental testing, together with other relevant criteria, including but not

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

limited to health, maturity, emotional stability, and developmental disabilities, may be considered in the placement of all students. Final disposition of all placement decisions rests with the principal, subject to review by the Superintendent or 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.

Elementary Grades (K-8): A student transferring into the District will be admitted and placed subject to observation by appropriate teachers and a building principal during a probation period of two (2) weeks. Thereafter, should doubt arise as to initial grade and level placement of a student, school personnel will conduct an educational assessment to determine appropriate grade and level placement.

Secondary Grades (9-12) Credit Transfer: A transfer of credits from any secondary school is subject to a satisfactory examination of the following:

1. Appropriate certificates of school accreditation;
2. Length of course, school day, and school year;
3. Content of applicable courses;
4. School building as it relates to credit earned (i.e., lab areas for appropriate science or vocational instruction);
5. Appropriate evaluation of student performance leading toward credit issuance.

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

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

Policy History:

Adopted on:

Reviewed on:

Revised on:

STUDENTS

3120

Compulsory Attendance

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

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

1. Child's sixteenth (16th) birthday; or
2. Completion date of the work of eighth (8th) grade.

The provisions above do not apply in the following cases:

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

Compulsory attendance stated above will not apply when children:

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

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

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 **Culbertson School District**

2
3 **STUDENTS**

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page 1 of 2

4
5 Enrollment and Attendance Records

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

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

- 12
- 13 • A resident of the district or a nonresident student admitted by trustees under a student
14 attendance agreement and who is attending a school of the district;
15
 - 16 • Unable to attend school due to a medical reason certified by a medical doctor and
17 receiving individualized educational services supervised by the district, at district
18 expense, at a home or facility that does not offer an educational program;
19
 - 20 • Unable to attend school due to the student's incarceration in a facility, other than a youth
21 detention center, and who is receiving individualized educational services supervised by
22 the district, at district expense, at a home or facility that does not offer an educational
23 program;
24
 - 25 • Living with a caretaker relative under § 1-1-215, MCA;
26
 - 27 • Receiving special education and related services, other than day treatment, under a
28 placement by the trustees at a private nonsectarian school or private program if the
29 student's services are provided at the district's expense under an approved individual
30 education plan supervised by the district;
31
 - 32 • Participating in the Running Start Program at district expense under § 20-9-706, MCA;
33
 - 34 • Receiving education services, provided by the district, using appropriately licensed
35 district staff at a private residential program or private residential facility licensed by the
36 Department of Public Health and Human Services;
37
 - 38 • Enrolled in an educational program or course provided at district expense using electronic
39 or offsite delivery methods, including but not limited to tutoring, distance learning
40 programs, online programs, and technology delivered learning programs, while attending
41 a school of the district or any other nonsectarian offsite instructional setting with the
42 approval of the trustees of the district; or
43
 - 44 • A resident of the district attending a Montana job corps program under an interlocal
45 agreement with the district under § 20-9-707, MCA.
46

- A resident of the district attending a Montana Youth Challenge Program under an interlocal agreement with the district under § 20-9-707, MCA.

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

Homeless Youth and Foster Children

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

Legal Reference:	§ 1-1-215, MCA	Residence – rules for determining
	§ 20-9-311, MCA	Calculation of average number belonging (ANB)
		-- three-year averaging.
	§ 20-9-706, MCA	Running start program – authorizing class credits at
		postsecondary institution – eligibility – payment for
		credits
	§ 20-9-707, MCA	Agreement with Montana youth challenge program
		or accredited Montana job corps program
	29 U.S.C. 794	Nondiscrimination under Federal grants
		and programs
	34 CFR 300.1, et seq.	Assistance to states for the education of children
		with disabilities

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 **Culbertson School District**

2
3 **STUDENTS**

3121P
page 1 of 2

4
5 Enrollment and Attendance Records

6
7 Average Number Belonging

8
9 Average Number Belonging (ANB) is the enrollment measure used for the State Foundation
10 Program calculations as defined in § 20-9-311, MCA. The ANB of one year is based on the
11 attendance records of the preceding year. Funding for districts is based on ANB, which is based
12 on “aggregate hours” per year and must be accurate. “Aggregate hours” means the hours of
13 pupil instruction for which a school course or program is offered or for which a pupil is enrolled.
14

15 For a child to be counted for ANB purposes:

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

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

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

Attendance Accounting

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

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

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

Procedure History:

Promulgated on:

Reviewed on:

Revised on:

1 **Culbertson School District**

2
3 **STUDENTS**

3122

4
5 Attendance Policy

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

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

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

22
23
24 Policy History:

25 Adopted on:

26 Reviewed on:

27 Revised on:

STUDENTS

3123

Attendance Policy - Truancy

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

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

The School District's definition of non-attendance without excuse is stated in the respective student handbooks

The School district has appointed principal as the attendance officer(s).

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

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

Procedure History:

Adopted on:

Reviewed on:

Revised on:

STUDENTS

3125

Education of Homeless Children

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

Should a child become homeless over the course of the school year, the child must be able to remain at the school of origin, or be eligible to attend another school in the district.

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

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

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

The Superintendent will give special attention to ensuring the enrollment and attendance of homeless children and youths not currently attending school. The Superintendent will appoint a liaison for homeless children. A "homeless individual" is defined as provided in the McKinney Homeless Assistance Act.

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

Cross Reference:	1700 Uniform Complaint Procedure
	3125F McKinney-Vento Homeless Educational Assistance Dispute Resolution
Legal Reference:	42 U.S.C. §§42 U.S.C. § 11301 <i>et seq</i> 11431, <i>et seq</i> .
	McKinney Homeless Assistance Act
	§ 20-5-101, MCA Admittance of child to school

Policy History:

Adopted on:

Reviewed on:

Revised on:

Culbertson School District

Adopted on:

Reviewed on:

Revised on:

3125F

STUDENTS

**MCKINNEY-VENTO HOMELESS EDUCATION ASSISTANCE
DISPUTE RESOLUTION FORM**

School District _____ Liaison _____
Telephone _____

Date of first contact by homeless individual, guardian, or representative _____

Homeless Student's Name _____

Describe the issue(s) in question _____

School District Contact _____ Telephone _____
(Superintendent/Principal)

Date _____ (within 7 business days)

Resolution of Liaison/School District Level (*describe below*) _____ or
Forwarded to OPI Homeless Coordinator [*please contact at (406) 444-2036*] _____

Date _____ (within 15 business days)

Resolution to OPI Homeless Coordinator Level (*describe below*) _____ or
Forwarded to Superintendent of Public Instruction _____

Describe Resolution Results _____

Homeless Coordinator Signature _____

This form must be filed with

Heather Denny
Homeless Coordinator
Office of Public Instruction
Po Box 202501
Helena, MT 59620-2501

1 **Culbertson School District**

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3 **STUDENTS**

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4
5 Students of Legal Age

6
7 Every student eighteen (18) years of age or older like all other students, will comply with the
8 rules established by the District, pursue the prescribed course of study, and submit to the
9 authority of teachers and other staff members as required by policy and state law.

10
11 Forms

12 Adult students who reside with parents or guardians and/or are classified as dependents of
13 parents or guardians for tax purposes must have applicable forms completed by parents or
14 guardians.

15
16 Admission to School

17
18 The residence of an adult student who is not residing with a parent or guardian will be
19 considered the residence for school purposes.

20
21 Field Trips/Athletic Programs

22
23 Approved forms for participation will be required of all students. The form should indicate that
24 the signature is that of the parent.

25
26 Absence/Lateness/Tuancy

27
28 Absence notes will be signed by parents or guardians. Excessive absences will result in
29 consequences according to policy 3122P and will be reported on the report card.

30
31 Suspension/Expulsion

32
33 All suspension and/or expulsion proceedings will conform to the requirements of state statutes.
34 Notification of all such proceedings will be sent to parents or guardians.

35
36 Withdrawal From School

37
38 Adult students may withdraw from school under their own cognizance. Counselors will guide
39 and counsel potential dropouts and encourage their continued attendance. Parents will be notified
40 of impending dropouts by the school.

41
42 Permission to Inspect Student Records

43
44 A student that attains the age of legal majority is an “eligible student” under FERPA. An eligible
45 student has the right to access and inspect their student records. An eligible student may not
46

prevent their parents from accessing and inspecting their student records if they are a dependent of their parents in accordance with Internal Revenue Service regulations.

Report Cards

Progress reports will be sent to the parent or legal guardian.

Excuses From School

The school will verify requests from students who wish to leave school early for reasons such as job interviews, college visits, driver testing, etc., with the organization being visited. Permission to leave school early may be denied for what is considered a non-valid reason.

Financial Responsibility

Adult students can be held financially responsible for damage to school property.

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 **Culbertson School District**

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 Superintendent 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. **[OPTIONAL]** The Board will not admit any student who is expelled from another
33 school district.
34
 - 35 9. **(OPTIONAL – Use only if the district currently charges tuition)** The Board reserves
36 the right to charge tuition for nonresident students. At its discretion, the Board may
37 charge or waive tuition for all students whose tuition is required to be paid by one kind of
38 entity, defined as either a parent or guardian or a school district. Any waiver of tuition
39 will be applied equally to all students whose tuition is paid by the same kind of entity
40 (i.e., if the District charges tuition in those circumstances where a resident district pays
41 but waives tuition in those circumstances where a parent or guardian is responsible for
42 tuition, the tuition waiver will be applicable to all students whose parents or guardians
43 bear the responsibility for payment).
44
 - 45 10. All nonresident students will be considered ineligible transportees for school
46 transportation services (§ 20-10-101, MCA).

11. Nonresident students enrolled under this policy are subject to all district policies, rules, regulations on the same basis as resident students.

Cross Reference:	Policy 2161 – 2161P	Special Education
	Policy 3110	Entrance, Placement, and Transfer
	Policy 3125	Education of Homeless Children
	Policy 3210	Equal Education, Nondiscrimination and Sex Equity
Legal Reference:	§ 20-5-314, MCA	Reciprocal attendance agreement with adjoining state or province
	§ 20-5-320, MCA	Attendance with discretionary approval
	§ 20-5-321, MCA	Attendance with mandatory approval – tuition and transportation
	§ 20-5-322, MCA	Residency determination – notification – appeal for attendance agreement
	§ 20-5-323, MCA	Tuition and transportation rates
	10.10.301B, 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:

1 **Culbertson School District**

2
3 **STUDENTS**

3145
(Alternate 1)

4
5 Foreign Exchange Students

6
7 It is the policy of the Board to recognize the benefits from foreign exchange students in the
8 District. The Board does not, however, sponsor foreign exchange programs or provide financial
9 contributions to any foreign exchange students. The Board assumes no responsibility or control
10 over items such as travel, living accommodations, funding, insurance, etc., which remain the
11 responsibility of the sponsor and/or student.

12
13 J-1 visa holders (students sponsored by an approved foreign exchange organization) are eligible
14 to attend either elementary or secondary school. Any sponsoring organization must have a local
15 representative, be a nonprofit organization, and be approved by the Council on Standards for
16 International Education Travel. F-1 visa holders (individual foreign students sponsored by
17 relatives or friends) may not attend the District.

18
19
20
21 Legal Reference: 20 U.S.C. 221, et seq. Foreign and Exchange Students

22
23 Policy History:

24 Adopted on:

25 Reviewed on:

26 Revised on:

1 **Culbertson School District**

2
3 **STUDENTS**

3145P
page 1 of 2

4
5 Foreign Exchange Students

6
7 Admission Requirements

- 8
9 1. Foreign exchange students must be eighteen (18) years of age or younger at the time of
10 enrollment.
11
12 2. Foreign exchange students must reside with a legal resident of the District. Limited
13 exceptions may be granted at the discretion of the Board.
14
15 3. Foreign exchange students must have sufficient knowledge of the English language to
16 enable effective communication and to use instructional materials and textbooks printed
17 in English.
18
19 a. An English proficiency test of the District's own choosing may be administered
20 and will supersede all other tests.
21
22 b. If an organization places a student who, upon arrival, is deemed by the District to
23 be deficient in English language proficiency, the organization will do one of the
24 following:
25
26 i. Terminate the student's placement.
27 ii. Provide, and pay for, tutorial help until the student reaches proficiency, as
28 determined by the District.
29

30 Academic Standards and Graduation

- 31
32 1. Foreign exchange students will be expected to meet all appropriate standards required of
33 any student enrolled in the District.
34
35 2. Foreign exchange students will not graduate from or receive a diploma from the High
36 School, but they may participate in the ceremonies and receive a certificate of attendance.
37

38 Student Opportunities/Responsibilities

- 39
40 1. Foreign exchange students will be expected to enroll in the following academic classes
41 while attending Culbertson High School:
42
43 a. One (1) English class;
44 b. One (1) United States history class or one (1) government class;
45 c. Maintain enrollment in at least six (6) classes.
46

2. Foreign exchange students are eligible to participate in the High School Activities Program. Guidelines for participation are set by District policy and by the Montana High School Association, as follows:
 - a. RECOGNITION. The student must be a participant of an “official Foreign Exchange Program” as defined in the publication from the National Association of Secondary School Principals, entitled *Advisory List of International Educational Travel and Exchange Programs*.
 - b. GRADUATION. The student cannot have graduated or received a diploma in his/her own country.
3. Foreign exchange students are expected to pay all yearbook fees, lab fees, prom tickets, yearbook costs, athletic fees, cap and gown fees, lunch prices, and all other school incurred expenses that are expected of other students enrolled in the High School.
4. Foreign exchange students must maintain passing grades in all classes, follow rules and regulations of District student policies, and show satisfactory discipline and attendance. Failure to comply with these expectations shall result in dismissal of the student from the District’s Foreign Exchange Program.

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 **Culbertson School District**

2
3 **STUDENTS**

3150

4
5 Part-Time Attendance

6
7 The District will not accept students eligible to enroll in grades K-8 on a part-time basis unless
8 they are disabled. The District will review requests for part-time enrollment of grades 9-12
9 students on a case-by-case basis, with a building principal making a final decision. The District
10 will consider only those students who are not enrolled in any other school, including a home
11 school.

12
13 Criteria for accepting students in grades 9-12 for part-time enrollment are the following:

- 14
15 1. Accepting a student will not create excess student enrollment in a requested class;
16 2. Accepting a student will not create need for an additional staff member;
17 3. Accepting a student will not cause a new section of a course to be created.

18
19 The District will accept on a first-come, first-served basis students wishing to enroll in the same
20 course. Whenever the enrollment position of a part-time student is needed for a regular, full-
21 time student during the year, a full-time student has priority for the position beginning with the
22 next semester.

23
24
25
26 Legal Reference: § 20-9-311(a), MCA Calculation of average number belonging (ANB) –
27 3-year averaging

28 Kaptien

29 Policy History:

30 Adopted on:

31 Reviewed on:

32 Revised on:

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STUDENTS

3210

Equal Education, Nondiscrimination and Sex Equity

The District will make equal educational opportunities available for all students without regard to race, color, national origin, ancestry, sex, ethnicity, language barrier, religious belief, physical or mental handicap or disability, economic or social condition, actual or potential marital or parental status. No student will be denied equal access to programs, activities, services, or benefits or be limited in the exercise of any right, privilege, or advantage, or denied equal access to educational and extracurricular programs and activities.

Inquiries regarding discrimination or intimidation should be directed to the District Title IX Coordinator. Any individual may file a complaint alleging violation of this policy, Policy 3200-Student Rights and Responsibilities, Policy 3225-Sexual Harassment/Intimidation of Students, or Policy 3226-Bullying/Harassment/Intimidation/Hazing by following those policies or Policy 1700-Uniform Complaint Procedure.

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

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

Cross Reference:	1700	Uniform Complaint Procedure
	3200	Student Rights and Responsibilities
	3225	Sexual Harassment/Intimidation of Students
	3226	Bullying/Harassment/Intimidation/Hazing

Legal Reference:	Art. X, Sec. 7, Montana Constitution-	Nondiscrimination in education
	§ 49-2-307, MCA	Discrimination in education
	24.9.1001, et seq., ARM	Sex Discrimination in Education
	Title IX of the Educational Amendments, 20 U.S.C. § 1681, et seq.	
	34 CFR Part 106	Nondiscrimination on the basis of sex in
		education programs or activities receiving
		Federal financial assistance

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 **Culbertson School District**

2
3 **STUDENTS**

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4
5 Student Publications

6
7 Student publications produced as part of the school's curriculum or with the support of student
8 body funds are intended to serve both as vehicles for instruction and student communications.
9 They are operated and substantively financed by the student body and the District.

10
11 Material appearing in such publications should reflect all areas of student interest, including
12 topics about which there may be controversy and dissent. Controversial issues may be presented
13 provided they are treated in depth and represent a variety of viewpoints. Such materials may not
14 be libelous, obscene, or profane nor may they cause a substantial disruption of the school, invade
15 the privacy rights of others, demean any race, religion, gender, or ethnic group, or advocate the
16 violation of the law. They may not advertise tobacco, nicotine, liquor, illicit drugs or drug
17 paraphernalia.

18
19 The Superintendent shall develop guidelines to implement these standards and shall establish
20 procedures for the prompt review of any materials which appear not to comply with the
21 standards.

22
23
24
25 Policy History:

26 Adopted on:

27 Reviewed on:

28 Revised on:

1 **Culbertson School District**

2
3 **STUDENTS**

3222

4
5 Distribution and Posting of Materials

6
7 District policy allows distribution of materials of parent and student organizations sponsored by
8 the District or other governmental agencies.

9
10 The District also may allow distribution of materials that provide information valued or needed
11 by the District. The Superintendent or Board of Trustees must approve all non-District materials
12 before they may be distributed by an organization at the School.

13
14
15 Policy History:

16 Adopted on:

17 Reviewed on:

18 Revised on:

1 **Culbertson School District**

2
3 **STUDENTS**

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4
5 Student Dress

6
7 The District recognizes that a student's choice of dress and grooming habits demonstrate
8 personal style and preference. The District has the responsibility to ensure proper and appropriate
9 conditions for learning, along with protecting the health and safety of its student body. Even
10 though the schools will allow a wide variety of clothing styles, dress and grooming must not
11 materially or substantially disrupt the educational process of the school or create a health or
12 safety hazard for students, staff, or others.

13
14 Building administrators shall establish procedures for the monitoring of student dress and
15 grooming in school or while engaging in extracurricular activities. Students attending public
16 events sponsored by the school district are permitted to honor their American Indian heritage
17 through the display of culturally significant tribal regalia at a public event sponsored by the
18 school district. Any item that promotes drug use, weapon use, threats of violence, sexual
19 harassment, bullying, or other intimidation, or violates another district policy, state, or federal
20 law may not be worn at a public event sponsored by the school district. Specific regulations
21 shall be published annually in student handbooks.

22
23
24 Cross Reference: Policy 2333 Participation in Commencement Exercises

25
26
27 Legal Reference: § 2-1-315, MCA Tribal regalia and objects of cultural significance -
28 allowed at public events
29
30
31

32 Policy History:

33 Adopted on:

34 Reviewed on:

35 Revised on:

STUDENTS

3225

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Sexual Harassment, Sexual Intimidation and Sexual Misconduct

Sexual harassment, sexual intimidation, and sexual misconduct are forms of discrimination and are prohibited. An employee, District agent, or student engages in sexual harassment, sexual intimidation, and sexual misconduct whenever that individual makes unwelcome advances, requests sexual favors, or engages in other verbal, non-verbal, electronic or physical contact or conduct of a sexual or sex-based nature, imposed on the basis of sex, that:

1. Denies, deprives, or limits the provision of educational aid, benefits, services, opportunities, or treatment, or that makes such conduct a condition of a student's academic status; or
2. Has the purpose or effect of:
 - a. Substantially interfering with a student's educational environment;
 - b. Creating an intimidating, hostile, or offensive educational environment;
 - c. Denying, depriving, or limiting the provision of educational aid, benefits, services, opportunities, or treatment; or
 - d. Making submission to or rejection of such unwelcome conduct the basis for academic decisions affecting a student.

Sexual harassment, sexual intimidation and sexual misconduct prohibited by this policy includes verbal, electronic, or physical contact or conduct. The terms "intimidating," "hostile," "misconduct," and "offensive" include conduct that has the effect of humiliation, embarrassment, or discomfort. Examples of sexual harassment, sexual intimidation, and sexual misconduct include but are not limited to unwelcome or forceful physical touching, crude jokes or pictures, discussions of sexual experiences, pressure or requests for sexual activity or favors, intimidation by words, actions, insults, or name calling, teasing related to sexual characteristics, and spreading rumors related to a person's alleged sexual activities. The District will evaluate sexual harassment, sexual intimidation, and sexual misconduct in light of all circumstances.

Students who believe that they may have been sexually harassed, intimidated, or been subjected to sexual misconduct should consult a counselor, teacher, Title IX coordinator, or administrator, who will assist them in the complaint process. Supervisors or teachers who knowingly condone or fail to report or assist a student to take action to remediate such behavior of sexual harassment, intimidation, or misconduct may themselves be subject to discipline. The District will report any suspected child abuse or neglect to proper authorities in accordance with District Policy 5232. The District is authorized to report any violation of this policy to law enforcement that is suspected to be a violation of state or federal criminal laws.

Harassment Reporting Form for Students

School _____ Date _____

Student's name _____

(If you feel uncomfortable leaving your name, you may submit an anonymous report, but please understand that an anonymous report will be much more difficult to investigate. We assure you that we'll use our best efforts to keep your report confidential.)

• 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 _____

STUDENTS

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Bullying/Harassment/Intimidation/Hazing

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

Definitions

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

Reporting

All complaints about behavior that may violate this policy shall be promptly investigated. Any student, employee, or third party who has knowledge of conduct in violation of this policy or feels he/she has been a victim of hazing, harassment, intimidation, or bullying in violation of this policy is encouraged to immediately report his/her concerns to the building principal or the District Administrator, who have overall responsibility for such investigations. A student may also report concerns to a teacher or counselor, who will be responsible for notifying the appropriate District official. Complaints against the building principal shall be filed with the Superintendent. Complaints against the Superintendent or District Administrator shall be filed with the Board.

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

Exhaustion of administrative remedies

A person alleging violation of any form of harassment, intimidation, hazing, or threatening, insulting, or demeaning gesture or physical contact, including any intentional written, verbal, or electronic communication, as stated above, may seek redress under any available law, either civil or criminal, after exhausting all administrative remedies.

Responsibilities

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

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:	3225F	Harassment Reporting Form for Students
Legal Reference:	§ 20-5-207, MCA	"Bully-Free Montana Act"
	§ 20-5-208, MCA	Definition
	§ 20-50-209, MCA	Bullying of student prohibited
	§ 20-5-210, MCA	Enforcement – exhaustion of administrative remedies
	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 **Culbertson School District**

2
3 **STUDENTS**

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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, vapor sensors, metal
27 detectors, etc.

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

31
32 School Property and Equipment and Personal Effects of Students

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

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

41
42 Students

43
44 School officials may search any individual student, his/her property, or District property under
45 his/her control, when there is a reasonable suspicion that the search will uncover evidence that
46 he/she is violating the law, Board policy, administrative regulation, or other rules of the District

or the school. Reasonable suspicion shall be based on specific and objective facts that the search will produce evidence related to the alleged violation. The types of student property that may be searched by school officials include but are not limited to lockers, desks, purses, backpacks, student vehicles parked on District property, cellular phones, or other electronic communication devices.

Students may not use, transport, carry, or possess illegal drugs or any weapons in their vehicles on school property. While on school property, vehicles may be inspected at any time by staff, or by contractors employed by the District utilizing trained dogs, for the presence of illegal drugs, drug paraphernalia, or weapons. In the event the school has reason to believe that drugs, drug paraphernalia, or weapons are present, including by alert-trained dogs, the student's vehicle will be searched, and the student expressly consents to such a search.

Also, by parking in the school parking lots, the student consents to having his/her vehicle searched if the school authorities have any other reasonable suspicion to believe that a violation of school rules or policy has occurred.

Seizure of Property

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

Legal Reference: *Safford Unified School Dist. No. 1 v. Redding*, 557 U.S. 364, 129 S.Ct. 2633 (2009)
 Terry v. Ohio, 392 U.S. 1, 20 (1968)
 B.C. v. Plumas, (9th Cir. 1999) 192 F.3d 1260

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 **Culbertson School District**

2
3 **STUDENTS**

3231P

4
5 Searches and Seizure

6
7 The following rules shall apply to any searches and the seizure of any property by school
8 personnel:

- 9
- 10 1. The Superintendent, principal, and the authorized assistants of either shall be authorized
11 to conduct any searches or to seize property on school premises, as further provided in
12 this procedure.
 - 13
 - 14 2. If the authorized administrator has reasonable suspicion to believe that any locker, car, or
15 other container of any kind on school premises contains any item or substance which
16 constitutes an imminent danger to the health and safety of any person or to the property
17 of any person or the District, the administrator is authorized to conduct a search of any
18 car, locker, or container and to seize any such item or substance of any kind on school
19 premises without notice or consent.
 - 20
 - 21 3. No student shall hinder, obstruct, or prevent any search authorized by this procedure.
 - 22
 - 23 4. Whenever circumstances allow, any search or seizure authorized in this procedure shall
24 be conducted in the presence of at least one (1) adult witness, and a written record of the
25 time, date, and results shall be made by the administrator. A copy shall be forwarded to
26 the Superintendent as soon as possible.
 - 27
 - 28 5. In any instance where an item or substance is found which would appear to be in
29 violation of the law, the circumstance shall be reported promptly to the appropriate law
30 enforcement agency.
 - 31
 - 32

33 Procedure History:

34 Promulgated on:

35 Reviewed on:

36 Revised on:

1 **Culbertson School District**

2
3 **STUDENTS**

3233

4
5 Student Use of Buildings: Equal Access

6
7 Groups of students not previously recognized as a student group under Policy 3510 may conduct
8 meetings on school premises under the following guidelines without restriction on the basis of
9 the religious, political, philosophical, or other content of the meeting. Students wishing to form
10 groups or organizations recognized by the school administration may do so in accordance with
11 policy 3510.

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: Policy 3510

37
38 Legal Reference: 20 U.S.C. 4071 Equal Access Act
39 *Board of Education v. Mergens*, 110 S.Ct. 2356 (1990)

40
41 Policy History:

42 Adopted on:

43 Reviewed on:

44 Revised on:

1 **Culbertson School District**

3 **STUDENTS**

3235

5 Video Surveillance

7 The Board authorizes the use of video cameras on District property to ensure the health, welfare,
8 and safety of all staff, students, and visitors to District property and to safeguard District
9 buildings, grounds, and equipment. The Superintendent will approve appropriate locations for
10 video cameras.

12 The Superintendent will notify staff and students, through staff and student handbooks or by
13 other means, that video surveillance may occur on District property. A notice will also be posted
14 at the main entrance of all District buildings, and on all buses, indicating the use of video
15 surveillance.

17 The District may choose to make video recordings a part of a student's educational record or of a
18 staff member's personnel record. The District will comply with all applicable state and federal
19 laws related to record maintenance and retention.

21 Video recordings will be totally without sound.

24 Cross Reference: 3600 Student Records

26 Policy History:

27 Adopted on:

28 Reviewed on:

29 Revised on:

STUDENTS

3300

page 1 of 3

Suspension and Expulsion - Corrective Actions and Punishment

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

Suspension

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

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

Before any suspension is ordered, a building administrator will meet with a student to explain charges of misconduct, and the student will be given an opportunity to respond to the charges.

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

A building administrator will report any suspension immediately to a student’s parent or legal guardian. An administrator will provide a written report of suspension that states reasons for a suspension, including any school rule that was violated, and a notice to a parent or guardian of the right to a review of a suspension. An administrator will send a copy of the report and notice to the Superintendent.

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

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

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

Expulsion

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

The Board, and only the Board, may expel a student from school and may do so only after following due process procedures set forth below.

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

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

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

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

Procedures for Suspension and Expulsion of Students With Disabilities

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

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

An administrator may remove from current placement any special education student who has carried a weapon to school or to a school function or who knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school or a school function or inflicts serious bodily injury on another person while at school on school premises, or at a school function under the jurisdiction. A serious bodily injury is one that involves a substantial risk of death; extreme physical pain; protracted and obvious disfigurement; or protracted loss or impairment of the function of a bodily member, organ or faculty. The District will place such student in an appropriate interim alternative educational setting for no more than forty-five (45) school days in accordance with the IDEA or Rehabilitation Act.

Legal Reference:	20 U.S.C. 1400, et seq. 34 CFR 300.519-521 § 20-1-213, MCA § 20-4-302, MCA § 20-4-402, MCA § 20-5-105, MCA § 20-5-106, MCA § 20-5-201, MCA § 20-5-202, MCA ARM 10.16.3346 ARM 10.55.910 <i>Goss v. Lopez</i> , 419 US 565 (1975) Section 504 IDEA	Individuals with Disabilities Education Act Procedural Safeguards Transfer of School Records Discipline and punishment of pupils –definition of corporal punishment – penalty – defense Duties of district superintendent or county high school principal Attendance officer – powers and duties Truancy Duties and sanctions Suspension and expulsion Aversive Treatment Procedures Student Discipline Records
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Procedure History:

Adopted on:

Reviewed on:

Revised on:

STUDENTS

3310

page 1 of 2

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.
- Hazing or bullying.
- 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.

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
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:

Discipline of Students With Disabilities

**Code of Conduct Violations by Students With Disabilities, Resulting
in Disciplinary Consequences of Ten (10) School Days or Less**

Student commits code of conduct violation for which the disciplinary consequence would result in removal from the student's placement for ten (10) consecutive school days or less.



School personnel may assign the consequence applicable to non-disabled students for a similar period of time, not to exceed ten (10) consecutive school days. *Reg. 300.520(a)(1)(i).*



During the first (1st) ten (10) cumulative school days in one (1) school year, the school does not have to provide any services to the student if non-disabled students would not receive services. *Reg. 300.121(d)(1).*



School personnel may continue to remove the student for disciplinary reasons for up to ten (10) school days at a time throughout the same school year for separate incidents of misconduct, so long as the removals do not constitute a change of placement under *Reg. 300.519(b)* and are those which would be applied to non-disabled students. *Reg. 300.520(a)(1)(i).*

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A series of disciplinary removals, each for ten (10) consecutive school days or less, may result in a change of placement if they cumulate to more than ten (10) school days in one (1) school year. School personnel should analyze the length of each removal, the proximity of the removals to each other, and the total amount of time the child is removed. *Reg. 300.519(b).* If a removal would result in a change of placement, a manifestation determination review (MDR) must first be done. *Reg. 300.523(a).*



Beginning with the eleventh (11th) day of disciplinary removals in a school year, educational services must be provided. *Reg. 300.520(a)(1)(ii); Reg. 300.121(d)(2)(i)(A).* If the removal does not result in a change of placement, school personnel, in consultation with the student's special education teacher, determine the services to be provided. *Reg. 300.121(d)(3)(i).*

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The educational services to be provided must meet the standard of enabling the student to appropriately progress in the general curriculum and appropriately advance toward achieving the goals in the IEP. *Reg. 300.121(d)(2)(i)(A).*



Beginning with the eleventh (11th) day of disciplinary removals in a school year, the IEP Team must address behavioral issues. If the removal does not result in a change of placement, the IEP Team must meet within ten (10) business days of first removing the student for more than ten (10) school days in a school year, to develop a plan to conduct a functional behavioral assessment, if one was not conducted before the behavior that resulted in the removal. *Reg. 300.520(b)(1)(i).*



After the functional behavioral assessment is completed, the IEP Team meets as soon as practicable to develop a behavioral intervention plan to address the behavior and implement the plan. *Reg. 300.520(b)(2).*



If the student is assigned subsequent disciplinary removals in a school year for ten (10) days or less that do not result in a change of placement, the IEP Team members (including the parent) informally review the behavior intervention plan and its implementation to determine if modifications are necessary. *Reg. 300.520(c)(2).*



If one or more team members believe modifications are needed, the IEP Team must meet to modify the plan and its implementation to the extent the IEP Team deems necessary. *Reg. 300.520(c)(2).*

If the student's IEP already includes a behavior intervention plan, within ten (10) business days of first removing the student for more than ten (10) school days in a school year, the IEP Team must meet to review the behavior intervention plan and its implementation, and modify the plan and its implementation as necessary to address the behavior. *Reg. 300.520(b)(1)(ii).*



Code of Conduct Violations by Students With Disabilities for Which Recommended Disciplinary Consequences Would Result in Change of Placement for More Than Ten (10) School Days (Excluding Drug and Weapon Offenses)

Student violates code of conduct, and the recommended disciplinary consequence would result in a removal from the current educational placement for more than ten (10) consecutive school days (alternate placement, expulsion). This constitutes a change of placement. *Reg. 300.519(a).*



The recommended disciplinary consequence may be for a removal from the current educational placement for less than ten (10) consecutive school days, but may constitute a change of placement because the student has already been removed for disciplinary reasons for ten (10) or more school days in the current school year, and the length of each removal, their proximity to each other, and the total amount of time the student has been removed result in a change of placement. *Reg. 300.519(b).*

School personnel may remove from current educational placement for ten (10) school days or less (*Reg. 300.520(a)(1)(i)*) and recommend further discipline according to the code of conduct. (The ten-(10)-day-or-less alternative must be one equally applicable to non-disabled. See pp. 1-2 for educational services to be provided during a short removal.) If a criminal act has been committed, charges may be filed, and law enforcement authorities to whom the crime was reported must be provided special education and disciplinary records to the extent disclosure is permitted by FERPA. *Sec. 1415(k)(9). Reg. 300.529.*



At the time the decision is made to take this action, school personnel must notify parent of decision and provide procedural safeguards notice in *Reg. 300.504. Sec. 1415(k)(4)(A)(i); Reg. 300.523(a)(1).*



Within ten (10) business days, IEP Team and other qualified personnel must meet and review relationship between disability and the behavior subject to disciplinary action (manifestation determination review – MDR). *Sec. 1415(k)(4)(A); Reg. 300.523(a)(2), (b).* If there has been no previous functional behavioral assessment and creation of a behavior intervention plan, the IEP Team must develop an assessment plan. *Reg. 300.520(b)(1)(i).* As soon as practicable after the assessment, the IEP Team must meet again to develop and implement the behavior intervention plan. *Reg. 300.520(b)(2).* If the IEP contains a behavior intervention plan, the IEP Team reviews the plan and its implementation and modifies them as necessary to address the behavior. *Reg. 300.520(b)(1)(ii).*



For the MDR, the IEP Team must look at all information relevant to the behavior subject to discipline, such as evaluation and diagnostic results, including such results and other relevant information from the parent, observation of the student, and the student's IEP and placement. The misbehavior is not a manifestation of the disability, if the IEP Team finds that in relationship to the misbehavior subject to discipline:

- The IEP and placement were appropriate;
 - Consistent with the content of the student's IEP and placement, special education services, supplementary aids, and behavior intervention strategies were actually provided;
 - The disability did not impair the ability of the student to understand the impact and consequences of the misbehavior; and
 - The disability did not impair the ability of the student to control the misbehavior.
- Sec. 1415(k)(4)(C); Reg. 300.523(c).*



If the IEP Team determines any of the standards were not met, the misbehavior was a manifestation of the disability, and no punishment may be assessed. *Reg. 300.523(d).* If IEP Team identified deficiencies in IEP, placement, or implementation, it must take immediate steps to remedy. *Reg. 300.523(f).*



If the IEP Team determines the misbehavior was not a manifestation of the disability, regular disciplinary consequences may be applied to the student, except that the student must continue to be provided a free appropriate public education. *Sec. 1415(k)(5)(A); Sec. 1412(a)(1)(A); Reg. 300.121(a); Reg. 300.524(a).* The campus must ensure that special education and disciplinary records are transmitted for consideration by the school district person making the final determination regarding the disciplinary action. *Sec. 1415(k)(5)(B); Reg. 300.524(b).*

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Parent may appeal a finding that the misbehavior was not a manifestation of the disability. The hearing is expedited before a special education hearing officer, who applies the same standards as the IEP Team. *Sec. 1415(k)(6); Reg. 300.525(a), (b).*

Parent may appeal decision to place student in forty-five-(45)-day interim placement. The hearing is expedited before a special education hearing officer, who applies the standards regarding a dangerous student in *Reg. 300.521. Sec. 1415(k)(6)(B)(ii); Reg. 300.525(b)(2).*

When a parent requests a hearing in a drug or weapon case to challenge the interim alternative placement or the manifestation determination, student remains in interim placement until decision of hearing officer or forty-five (45) days expires, whichever comes first, unless the parent and school agree otherwise. *Reg. 300.526(a).* Then student returns to current placement (defined as placement prior to interim alternative educational setting). School can ask for expedited hearing before special education hearing officer to prevent this return, if the student is substantially likely to injure self or others. *Reg. 300.526(b), (c).* The hearing officer applies the standards in *Reg. 300.121. Reg. 300.526(c).* Hearing officer can order another placement for up to forty-five (45) days. *Reg. 300.526(c)(3).* This procedure may be repeated as necessary. *Sec. 1415(k)(7); Reg. 300.526(c)(4).*

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The standard the educational services must meet is to enable the child to appropriately progress in the general curriculum and appropriately advance toward achieving the goals in the IEP. *Reg. 300.121(d)(2)(i)(B); Reg. 300.524(a).* The IEP Team must determine what services are necessary to meet this standard. *Reg. 300.121(d)(3)(ii).*

Drug and Weapon Offenses by Students With Disabilities

Student carries weapon to school, or possesses, uses, sells, or solicits sale of illegal or controlled substance on school property or at a school function.



Illegal drug – controlled substance. Excludes legally used and possessed prescription drugs. *Sec. 1415(k)(10)(B); Reg. 300.520(d)(2).*

Controlled substance – drug or substance in 21 U.S.C. § 812(c), Schedules I-V. *Sec. 1415(k)(10)(A); Reg. 300.520(d)(1).*

Weapon – A firearm and more. Something used for or readily capable of causing death or serious bodily injury. Excludes pocket knife with blade of 2½ inches or less. *Sec. 1415(k)(10)(D); Reg. 300.520(d)(3).*

School personnel may remove from current educational placement for ten (10) school days or less, and recommend further discipline according to the code of conduct. *Sec. 1415(k)(1)(A)(i); Reg. 300.520(a)(1)(i).* (The ten-(10)-day-or-less alternative must be one equally applicable to non-disabled students. See pp. 1-2 for education services to be provided during a short removal.) If a criminal act has been committed, charges may be filed, and special education and disciplinary records will be transmitted to law enforcement authorities to whom the crime was reported, to the extent disclosure is permitted by FERPA. *Sec. 1415(k)(9); Reg. 300.529.*



At time decision is made to take this disciplinary action, school personnel must notify parent of decision and provide procedural safeguards notice in *Reg. 300.504. Sec. 1415(k)(4)(A)(i); Reg. 300.523(a)(1).*



Within ten (10) business days, IEP Team must meet and may extend the removal by placing student in appropriate interim alternative educational setting applicable to non-disabled student for same amount of time non-disabled student would be assigned, but not more than forty-five (45) calendar days. *Sec. 1415(k)(1)(A)(ii) and (3)(A); Reg. 300.520(a)(2); Reg. 300.522(a).* IEP Team must review the behavior intervention plan, if one exists, and its implementation and modify, as necessary, to address behavior. *Reg. 300.520(b)(1)(ii).* If there has been no previous functional behavioral assessment and creation of behavior intervention plan, IEP Team must develop assessment plan. *Sec. 1415(k)(1)(B); Reg. 300.520(b)(1)(i).* As soon as practicable after the assessment, the IEP Team must meet again to develop and implement the behavior intervention plan. *Reg. 300.520(b)(2).* The IEP Team and other qualified personnel must review the relationship between disability and the behavior subject to disciplinary action (manifestation determination review-MDR). *Sec. 1415(k)(4)(A); Reg. 300.523(a)(2)(b).*



The forty-five-(45)-day alternative interim placement must:

- Enable student to progress in general curriculum, although in another setting;
- Enable student to continue to receive those services and modifications, including those described in the student's IEP, that will enable the student to meet the goals set out in that IEP; and
- Include services and modifications designed to address the drug or weapon offense so that it does not recur. *Sec. 1415(k)(3)(B); Reg. 300.522; Reg. 300.121(d)(2)(ii).*

Comments to regulations: Students may be subject to multiple forty - five - (45) - day interim placements for separate drug and weapon offenses. The forty - five - (45) - day interim placement may be completed even if drug or weapon offense was manifestation of disability. If misbehavior was not a manifestation of disability, regular disciplinary consequence can be applied in addition to forty - five - (45) - day interim placement.

For the MDR, the IEP Team must look at all information relevant to the behavior subject to discipline, such as evaluation and diagnostic results, including such results and other relevant information from the parent, observation of the student, and the student's IEP and placement. The misbehavior is not a manifestation of the disability if the IEP Team finds that, in relationship to the misbehavior subject to discipline:

- The IEP and placement were appropriate;
- Consistent with the content of the student's IEP and placement, special education services, supplementary aids and services, and behavior intervention strategies were actually provided;
- The disability did not impair the ability of student to understand the impact and consequences of the misbehavior; and
- The disability did not impair the ability of the student to control the misbehavior.

Sec. 1415(k)(4)(C); Reg. 300.523(c).



If the IEP Team determines any of the standards were not met, the misbehavior was a manifestation of the disability, and no punishment may be assessed. *Reg. 300.523(d)*. If IEP Team identifies deficiencies in IEP, placement, or implementation, it must take immediate steps to remedy. *Reg. 300.523(f)*.

- or -

If the IEP Team determines the misbehavior was not a manifestation of the disability, regular disciplinary consequences may be applied to the student, except that the student must continue to be provided a free appropriate public education. *Sec. 1415(k)(5)(A); Sec. 1412(a)(1)(A). Reg. 300.121(a). Reg. 300.524(a)*. The campus must ensure that special education and disciplinary record are transmitted for consideration by the school district person making the final determination regarding the disciplinary action. *Sec. 1415(k)(5)(B); Reg. 300.524(b)*.

Parent may appeal a finding that the misbehavior was not a manifestation of the disability. The hearing is expedited before a special education hearing officer, who applies the same standards as the IEP Team. *Sec. 1415(i)(6); Reg. 300.525(a), (b)*.

If IEP Team finds no manifestation and changes placement to comply with the disciplinary recommendation, parent may appeal the placement decision. The hearing is expedited before a special education hearing officer. *Sec. 1415(k)(6)(A); Reg. 300.525(a)(2)*.

During appeals, stay put applies. *Reg. 300.524(c)*. If child is substantially likely to injure self or others in the current placement, the school can request an expedited hearing and request the hearing officer to remove to an interim alternative educational placement for up to forty-five (45) days. Standards to be met are those in *Sec. 1415(k)(2)* and *Reg. 300.521*.

The standard the education services must meet is to enable the child to appropriately progress in the general curriculum and appropriately advance toward achieving the goals in the IEP. *Reg. 300.121(d)(2)(i)(B); Reg. 300.524(a)*. The IEP Team must determine what services are necessary to meet this standard. *Reg. 300.121(d)(3)(ii)*.

Students Dangerous to Self or Others

IDEA discipline procedures are followed for a non-drug or weapon offense, the penalty for which would result in expulsion or removal from the student's placement for more than ten (10) school days.

IEP Team meets, determines no manifestation and recommends discipline proceed. Parent disagrees and requests a due-process hearing. Stay put applies, and child stays in the current placement, unless school acts to change the placement. *Reg. 300.524.*



School requests hearing officer to change the placement during the pendency of the hearing because of the likelihood of injury to self or others. *Sec. 1415(k)(2); Reg. 300.521.*



Hearing officer holds expedited hearing to consider request. School has burden of proof to show by more than a preponderance of the evidence that maintaining the child in the current placement is substantially likely to result in injury to self or others. *Sec. 1415(k)(2)(A), (10)(D); Reg. 300.521(a).* Hearing officer must also:

- Consider the appropriateness of the current placement.
- Consider whether the school has made reasonable effort to minimize the risk of harm in the current placement, including the use of supplemental aids and services.
- Determine that the interim alternative setting proposed by the school personnel, in consultation with special education teacher:
 - Enables the student to participate in the general curriculum, although in another setting;
 - Enables the student to continue to receive those services and modifications, including those described in the student's current IEP, that will enable the student to meet the goals set out in the IEP; and
 - Include services and modification designed to address the behavior so that it does not recur.

Sec. 1415(k)(2); Reg. 300.521(b), (c), (d); Reg. 300.522(b); Reg. 300.121(d)(2)(ii)(B).

If parent appeals forty-five-(45)-day interim alternative placement by IEP Team in drug or weapon case, hearing officer applies these standards in expedited hearing. *Sec. 1415(k)(6)(B)(ii); Reg. 300.525(b)(2).*

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If all requirements are met, hearing officer may order a change of placement to the interim alternative educational setting for up to forty-five (45) days. *Sec. 1415(k)(2); Reg. 300.521.*



Student returns to his or her current placement (the placement prior to the interim alternative educational setting) at end of forty-five (45) days, if no decision has been issued by hearing officer in pending due-process hearing. If school believes it would be dangerous for student to return to current placement while hearing is still pending, school may request another expedited hearing to again place student in forty-five-(45)-day interim placement while hearing continues to be pending. *Reg. 300.526(b), (c)(4)*. Hearing officer holds same type of hearing initially held when hearing officer ordered first forty-five-(45)-day interim placement. *Sec. 1415(k)(7); Reg. 300.526*. Any subsequent forty-five-(45)-day interim setting must meet the standards in *Reg. 300.522*.

Procedure History:

Promulgated on:

Reviewed on:

Revised on:

STUDENTS

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FIREARMS AND WEAPONS

Firearms

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

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

However, on a case-by-case basis, the Board of Trustees will convene a hearing to review the underlying circumstances and, in the discretion of the Board, may authorize the school administration to modify the requirement for expulsion of a student.

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

Possession of Weapons other than Firearms

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

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

guns; toy guns; and any object that is a facsimile of a real weapon. No 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 NCLB, Section 4141	Suspension and expulsion Possession or allowing possession of a weapon in a school building Gun Free Schools Act of 1994 Definitions Gun Free Requirements

Policy History:

Adopted on:

Reviewed on:

Revised on:

Culbertson School District

STUDENTS

3330

Use of Alcohol-Sensor Device

Students are prohibited by Montana law and District policy from using or possessing alcoholic beverages. It is District policy to deter use or possession of alcoholic beverages by students on District property or at school-sponsored or related activities or events, through use of an alcohol-sensor device.

Anytime the Superintendent, another administrator, or a teacher has reasonable suspicion that a student has consumed an alcoholic beverage, the student will be given an opportunity to admit or deny consumption of alcohol. If the student admits consumption of alcohol, appropriate disciplinary action will be taken under applicable District policies and student handbook provisions, including potential restriction of or exclusion from participation in extra- and co-curricular activities.

If the student denies consumption of alcohol, the Superintendent or another District employee designated by the Superintendent may utilize an alcohol-sensor device to either confirm alcohol consumption or eliminate the suspicion. Confirmation of alcohol consumption will result in appropriate disciplinary action under applicable District policies and student handbook provisions, including potential restriction of participation in or exclusion from extra- and co-curricular activities.

If the student refuses to submit to testing for the presence of alcohol, the District may rely upon other evidence of alcohol consumption in determining whether District policy has been violated.

Cross Reference:	1312	Administrative Procedures
	3300	Suspension and Expulsion
	3300P	Corrective Actions and Punishment
	3310	Student Discipline
	3310P	Discipline of Students With Disabilities
Legal Reference:	3340	Extra- and Co-Curricular Alcohol, Drug, and Tobacco Use
Legal Reference:	§ 20-5-201, MCA	Duties and sanctions
	§ 45-5-624, MCA	Unlawful attempt to purchase or possession of
		intoxicating substance – interference with sentence or court order

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 **Culbertson School District**

2
3 **STUDENTS**

3340

4
5 Extra- and Co-Curricular Alcohol, Drug, and Tobacco Use

6
7 The District views participation in extracurricular activities as an opportunity extended to
8 students willing to make a commitment to adhere to the rules which govern them. The District
9 believes that participation in organized activities can contribute to all-around development of
10 young men and women and that implementation of these rules will serve these purposes:

11
12 Emphasize concern for the health and well-being of students while participating in
13 activities;

14
15 Provide a chemical-free environment which will encourage healthy development;

16
17 Diminish chemical use by providing an education assistance program;

18
19 Promote a sense of self-discipline among students;

20
21 Confirm and support existing state laws which prohibit use of mood-altering chemicals;

22
23 Emphasize standards of conduct for those students who, through their participation, are
24 leaders and role models for their peers and younger students; and

25
26 Assist students who desire to resist peer pressure that often directs them toward the use of
27 chemicals.

28
29 Violations of established rules and regulations governing chemical use by participants in extra-
30 and co-curricular activities will result in discipline as stated in student and athletic handbooks.

31
32
33
34 Legal Reference: § 20-5-201, MCA Duties and sanctions

35
36 Policy History:

37 Adopted on:

38 Reviewed on:

39 Revised on:

Culbertson School District

STUDENTS

3410

Student Health/Physical Screenings/Examinations

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

1. Development of procedures at each building for isolation and temporary care of students who become ill during the school day;
2. Consulting services of a qualified specialist for staff, students, and parents;
3. Vision and hearing screening;
4. Scoliosis screening;
5. Immunization as provided by the Department of Public Health and Human Services.

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

In general the District will not conduct physical examinations of a student without parental consent to do so or by court order, unless the health or safety of the student or others is in question. Further, parents will be notified of the specific or approximate dates during the school year when screening administered by the District is conducted as well as notification of requirements of the District's policy on physical examinations and screening of students, at least annually at the beginning of the school year and within a reasonable period of time after any substantive change in the policy, which is:

1. Required as a condition of attendance.
2. Administered by the school and scheduled by the school in advance.
3. Not necessary to protect the immediate health and safety of the student or other students.

Parents or eligible students will be given the opportunity to opt out of the above-described screenings.

Students who wish to participate in certain extracurricular activities may be required to submit to a physical examination to verify their ability to participate in the activity. Students participating in activities governed by the Montana High School Association will be required to follow the rules of that organization, as well as other applicable District policies, rules, and regulations.

Legal Reference:	§ 20-3-324(20), MCA	Powers and duties
	20 U.S.C. 1232h(b)	General Provisions Concerning Education

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 **Culbertson School District**

2
3 **STUDENTS**

3413

4
5 Student Immunization

6
7 The Board requires all students to present evidence of their having been immunized against the 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 administrator may allow the commencement of attendance in school by a student who has not been
29 immunized against each disease listed in § 20-5-403, MCA, if that student has received one or more doses
30 of varicella, polio, measles (rubeola), mumps, rubella, diphtheria, pertussis, and tetanus vaccine, except
31 that Haemophilus influenza type “b” vaccine is required only for children under 5 years of age.

32
33 The District shall exclude a student for noncompliance with the immunization laws and properly notify
34 the parent or guardian. The local health department may seek an injunction requiring the parent to submit
35 an immunization status form, take action to fully immunize the student, or file an exemption for personal
36 or medical reasons.

37
38
39 Legal Reference: § 20-3-324(20), MCA Powers and duties
40 § 20-5-402 - 410, MCA Health
41 § 20-5-403, MCA Immunization required – release and acceptance
42 of immunization records
43 § 20-5-405, MCA Medical or religious exemption
44

45 Policy History:

46 Adopted on:

47 Reviewed on:

48 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	
Hepatitis B (not currently required by Administrative Rule of Montana [ARM])	☐ ☐	Contraindications <ul style="list-style-type: none"> • Serious allergic reaction (e.g., anaphylaxis) after a previous vaccine dose or vaccine component Precautions <ul style="list-style-type: none"> • Moderate or severe acute illness with or without fever
DTaP	☐ ☐	Contraindications <ul style="list-style-type: none"> • Severe allergic reaction (e.g., anaphylaxis) after a previous dose or to a vaccine component • Encephalopathy within 7 days after receiving previous dose of DTP or DTaP Precautions <ul style="list-style-type: none"> • Progressive neurologic disorder, including infantile spasms, uncontrolled epilepsy, progressive encephalopathy; defer DTaP until neurological status has clarified and stabilized
DT, Td	☐	<ul style="list-style-type: none"> • Fever $\geq 40.5^{\circ}\text{C}$ (105°F) within 48 hours after vaccination with previous dose of DTP or DTaP
Tdap	☐ ☐ ☐ ☐ ☐	<ul style="list-style-type: none"> • Guillain-Barre' syndrome ≤ 6 weeks after a previous dose of tetanus toxoid-containing vaccine • Seizure ≤ 3 days after vaccination with previous dose of DTP or DTaP • Persistent, inconsolable crying lasting ≥ 3 hours within 48 hours after vaccination with previous dose of DTP/DTaP • History of arthus-type hypersensitivity reactions after a previous dose of tetanus toxoid-containing vaccine • Moderate or severe acute illness with or without fever
IPV	☐ ☐ ☐	Contraindications <ul style="list-style-type: none"> • Severe allergic reaction (e.g., anaphylaxis) after a previous dose or to a vaccine component Precautions <ul style="list-style-type: none"> • Pregnancy • Moderate or severe acute illness with or without fever

Vaccine	X	
PCV (not currently required by ARM)	☐	Contraindications <ul style="list-style-type: none"> 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) Precautions <ul style="list-style-type: none"> Moderate or severe acute illness with or without fever
Hib	☐	Contraindications <ul style="list-style-type: none"> Severe allergic reaction (e.g., anaphylaxis) after a previous dose or to a vaccine component Age <6 weeks Precautions <ul style="list-style-type: none"> Moderate or severe acute illness with or without fever
MMR	☐	Contraindications <ul style="list-style-type: none"> Severe allergic reaction (e.g., anaphylaxis) after a previous dose or to a vaccine component 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) Pregnancy Precautions <ul style="list-style-type: none"> Recent (<11 months) receipt of antibody-containing blood product (specific interval depends on the product) History of thrombocytopenia or thrombocytopenic purpura Need for tuberculin skin testing Moderate or severe acute illness with or without fever
Varicella	☐	Contraindications <ul style="list-style-type: none"> Severe allergic reaction (e.g., anaphylaxis) after a previous dose or to a vaccine component 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) Pregnancy Precautions <ul style="list-style-type: none"> Recent (<11 months) receipt of antibody-containing blood products (interval depends on product) Moderate or severe acute illness with or without fever

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

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: _____

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, undersigned, swear or affirm that immunization against

- | | |
|---|--|
| ☐ <i>Diphtheria, Pertussis, Tetanus (DTaP, DT, Tdap)</i> | ☐ <i>Polio</i> |
| ☐ <i>Measles, Mumps and Rubella (MMR)</i> | ☐ <i>Varicella (chickenpox)</i> |
| ☐ <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 (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-named 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 _____, _____

Signature: Notary Public for the State of Montana

Print Name: Notary Public for the State of Montana

Seal

Residing in _____
My commission expires _____

STUDENTS

3415

Management of Sports Related Concussions

The Culbertson School District recognizes that concussions and head injuries are commonly reported injuries in children and adolescents who participate in sports and other recreational activities. The Board acknowledges the risk of catastrophic injuries or death is significant when a concussion or head injury is not properly evaluated and managed. Therefore, all K-12 competitive sport athletic activities in the District will be identified by the administration.

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

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

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

Reference: Montana High School Association, Rules and Regulations
Section 4, Return to Play

Legal Reference: Dylan Steigers Protection of Youth Athletes Act
20-7-1301, MCA Purpose
20-7-1302, MCA Definitions
20-7-1303, MCA Youth athletes – concussion education requirements
20-7-1304, MCA Youth athletes – removal from participation
following concussion – medical clearance required
before return to participation

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

Policy History:

Adopted on:

Reviewed on:

Revised on:

STUDENTS

3415P

Management of Sports Related Concussions

A. Athletic Director or Administrator in Charge of Athletic Duties:

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

B. *Training:* All coaches, athletic trainers, and officials, including volunteers shall undergo training in head injury and concussion management at least once each school year by one of the following means: (1) through viewing the MHSA sport-specific rules clinic; (2) through viewing the MHSA concussion clinic found on the MHSA Sports Medicine page at www.mhsa.org; or by the district inviting the participation of appropriate advocacy groups and appropriate sports governing bodies to facilitate the training requirements.C. *Parent Information Sheet:* On a yearly basis, a concussion and head injury information sheet shall be distributed to the student-athlete and the athlete's parent and/or guardian prior to the student-athlete's initial practice or competition. This information sheet may be incorporated into the parent permission sheet which allows students to participate in extracurricular athletics and should include resources found on the MHSA Sports Medicine page at www.mhsa.org, U.S. DPHHS, and CDCP websites.D. *Responsibility:* An athletic trainer, coach, or official shall immediately remove from play, practice, tryouts, training exercises, preparation for an athletic game, or sport camp a student-athlete who is suspected of sustaining a concussion or head injury or other serious injury.E. *Return to Play After Concussion or Head Injury:* In accordance with MHSA Return to Play Rules and Regulations and The Dylan Steigers Protection of Youth Athletes Act a student athlete who has been removed from play, practice, tryouts, training exercises, preparation for an athletic game, or sport camp may not return until the athlete is cleared by a licensed health care professional (registered, licensed, certified, or otherwise statutorily recognized health care professional). The health care provider may be a volunteer.Policy History:

Adopted on:

Reviewed on:

Revised on:

Student-Athlete & Parent/Legal Guardian Concussion Statement 3415F

Because of the passage of the Dylan Steigers' Protection of Youth Athletes Act, schools are required to distribute information sheets for the purpose of informing and educating student-athletes and their parents of the nature and risk of concussion and head injury to student athletes, including the risks of continuing to play after concussion or head injury. Montana law requires that each year, before beginning practice for an organized activity, a student-athlete and the student-athlete's parent(s)/legal guardian(s) must be given an information sheet, and both parties must sign and return a form acknowledging receipt of the information to an official designated by the school or school district prior to the student-athletes participation during the designated school year. The law further states that a student-athlete who is suspected of sustaining a concussion or head injury in a practice or game shall be removed from play at the time of injury and may not return to play until the student-athlete has received a written clearance from a licensed health care provider.

Student-Athlete Name: _____

This form must be completed for each student-athlete, even if there are multiple student-athletes in each household.

Parent/Legal Guardian Name(s): _____

☐ We have read the *Student-Athlete & Parent/Legal Guardian Concussion Information Sheet*.

If true, please check box

After reading the information sheet, I am aware of the following information:

Student-Athlete Initials		Parent/Legal Guardian Initials
	A concussion is a brain injury, which should be reported to my parents, my coach(es), or a medical professional if one is available.	
	A concussion can affect the ability to perform everyday activities such as the ability to think, balance, and classroom performance.	
	A concussion cannot be "seen." Some symptoms might be present right away. Other symptoms can show up hours or days after an injury.	
	I will tell my parents, my coach, and/or a medical professional about my injuries and illnesses.	N/A
	If I think a teammate has a concussion, I should tell my coach(es), parents, or licensed health care professional about the concussion.	N/A
	I will not return to play in a game or practice if a hit to my head or body causes any concussion-related symptoms.	N/A
	I will/my child will need written permission from a licensed health care professional to return to play or practice after a concussion.	
	After a concussion, the brain needs time to heal. I understand that I am/my child is much more likely to have another concussion or more serious brain injury if return to play or practice occurs before concussion symptoms go away.	
	Sometimes, repeat concussions can cause serious and long-lasting problems.	
	I have read the concussion symptoms on the Concussion fact sheet.	

Signature of Student-Athlete

Date

Signature of Parent/Legal Guardian

Date

A Fact Sheet for **ATHLETES**

WHAT IS A CONCUSSION?

A concussion is a brain injury that:

- Is caused by a bump or blow to the head
- Can change the way your brain normally works
- Can occur during practices or games in any sport
- Can happen even if you haven't been knocked out
- Can be serious even if you've just been "dinged"

WHAT ARE THE SYMPTOMS OF A CONCUSSION?

- Headache or "pressure" in head
- Nausea or vomiting
- Balance problems or dizziness
- Double or blurry vision
- Bothered by light
- Bothered by noise
- Feeling sluggish, hazy, foggy, or groggy
- Difficulty paying attention
- Memory problems
- Confusion
- Does not "feel right"

WHAT SHOULD I DO IF I THINK I HAVE A CONCUSSION?

- **Tell your coaches and your parents.** Never ignore a bump or blow to the head even if you feel fine. Also, tell your coach if one of your teammates might have a concussion.

- **Get a medical checkup.** A doctor or health care professional can tell you if you have a concussion and when you are OK to return to play.
- **Give yourself time to get better.** If you have had a concussion, your brain needs time to heal. While your brain is still healing, you are much more likely to have a second concussion. Second or later concussions can cause damage to your brain. It is important to rest until you get approval from a doctor or health care professional to return to play.

HOW CAN I PREVENT A CONCUSSION?

Every sport is different, but there are steps you can take to protect yourself.

- Follow your coach's rules for safety and the rules of the sport.
- Practice good sportsmanship at all times.
- Use the proper sports equipment, including personal protective equipment (such as helmets, padding, shin guards, and eye and mouth guards). In order for equipment to protect you, it must be:

- > The right equipment for the game, position, or activity
- > Worn correctly and fit well
- > Used every time you play

Remember, when in doubt, sit them out!

A Fact Sheet for PARENTS

WHAT IS A CONCUSSION?

A concussion is a brain injury. Concussions are caused by a bump or blow to the head. Even a “ding,” “getting your bell rung,” or what seems to be a mild bump or blow to the head can be serious.

You can’t see a concussion. Signs and symptoms of concussion can show up right after the injury or may not appear or be noticed until days or weeks after the injury. If your child reports any symptoms of concussion, or if you notice the symptoms yourself, seek medical attention right away.

WHAT ARE THE SIGNS AND SYMPTOMS OF A CONCUSSION?

Signs Observed by Parents or Guardians

If your child has experienced a bump or blow to the head during a game or practice, look for any of the following signs and symptoms of a concussion:

- Appears dazed or stunned
- Is confused about assignment or position
- Forgets an instruction
- Is unsure of game, score, or opponent
- Moves clumsily • Answers questions slowly
- Loses consciousness (even briefly)
- Shows behavior or personality changes
- Can’t recall events prior to hit or fall
- Can’t recall events after hit or fall

Symptoms Reported by Athlete

- Headache or “pressure” in head
- Nausea or vomiting
- Balance problems or dizziness
- Double or blurry vision
- Sensitivity to light
- Sensitivity to noise
- Feeling sluggish, hazy, foggy, or groggy
- Concentration or memory problems
- Confusion
- Does not “feel right”

HOW CAN YOU HELP YOUR CHILD PREVENT A CONCUSSION?

Every sport is different, but there are steps your children can take to protect themselves from concussion.

- Ensure that they follow their coach’s rules for safety and the rules of the sport.
- Encourage them to practice good sportsmanship at all times.
- Make sure they wear the right protective equipment for their activity (such as helmets, padding, shin guards, and eye and mouth guards). Protective equipment should fit properly, be well maintained, and be worn consistently and correctly.
- Learn the signs and symptoms of a concussion.

WHAT SHOULD YOU DO IF YOU THINK YOUR CHILD HAS A CONCUSSION?

1. Seek medical attention right away. A health care professional will be able to decide how serious the concussion is and when it is safe for your child to return to sports.

2. Keep your child out of play. Concussions take time to heal. Don’t let your child return to play until a health care professional says it’s OK. Children who return to play too soon—while the brain is still healing—risk a greater chance of having a second concussion. Second or later concussions can be very serious. They can cause permanent brain damage, affecting your child for a lifetime.

3. Tell your child’s coach about any recent concussion. Coaches should know if your child had a recent concussion in ANY sport. Your child’s coach may not know about a concussion your child received in another sport or activity unless you tell the coach.

Remember, when in doubt, sit them out!
It's better to miss one game than the whole season.

Be Prepared

A concussion is a type of traumatic brain injury, or TBI, caused by a bump, blow, or jolt to the head that can change the way your brain normally works. Concussions can also occur from a blow to the body that causes the head to move rapidly back and forth. Even a “ding,” “getting your bell rung,” or what seems to be mild bump or blow to the head can be serious. Concussions can occur in any sport or recreation activity. So, all coaches, parents, and athletes need to learn concussion signs and symptoms and what to do if a concussion occurs.

SIGNS AND SYMPTOMS OF A CONCUSSION

SIGNS OBSERVED BY PARENTS OR GUARDIANS	SYMPTOMS REPORTED BY YOUR CHILD OR TEEN	
<ul style="list-style-type: none"> •Appears dazed or stunned •Is confused about events •Answers questions slowly •Repeats questions •Can't recall events prior to the hit, bump, or fall •Can't recall events after the hit, bump, or fall •Loses consciousness (even briefly) •Shows behavior or personality changes •Forgets class schedule or assignments 	<p><u>Thinking/Remembering:</u></p> <ul style="list-style-type: none"> •Difficulty thinking clearly •Difficulty concentrating or remembering •Feeling more slowed down •Feeling sluggish, hazy, foggy, or groggy <p><u>Physical:</u></p> <ul style="list-style-type: none"> •Headache or “pressure” in head •Nausea or vomiting •Balance problems or dizziness •Fatigue or feeling tired •Blurry or double vision •Sensitivity to light or noise •Numbness or tingling •Does not “feel right” 	<p><u>Emotional:</u></p> <ul style="list-style-type: none"> •Irritable •Sad •More emotional than usual •Nervous <p><u>Sleep*:</u></p> <ul style="list-style-type: none"> •Drowsy •Sleeps less than usual •Sleeps more than usual •Has trouble falling asleep <p><i>*Only ask about sleep symptoms if the injury occurred on a prior day.</i></p>

LINKS TO OTHER RESOURCES

- CDC –Concussion in Sports
 - <http://www.cdc.gov/concussion/sports/index.html>
- National Federation of State High School Association/ Concussion in Sports - What You Need To Know
 - www.nfhslearn.com

- Montana High School Association – Sports Medicine Page
 - <http://www.mhsa.org/SportsMedicine/SportsMed.htm>

1 **Culbertson School District**

2
3 **STUDENTS**

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page 1 of 4

4
5 Administering Medicines to Students

6
7 “Medication” means prescribed drugs and medical devices that are controlled by the U.S. Food and
8 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 A building principal or other administrator 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 the
16 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 written
19 instructions of a medical practitioner and with the written consent of a student’s parent or
20 guardian.

21
22 Except in an emergency situation, only a qualified healthcare professional may administer a drug or a
23 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 practiced by
25 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 has
32 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, a school nurse or delegate may administer
38 emergency oral or injectable medication to any student in need thereof on school grounds, in a school
39 building, or at a school function, according to a standing order of a chief medical advisor or a
40 student’s private physician.

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

45
46 The Board requires that there must be on record a medically diagnosed allergic condition that would
47 require prompt treatment to protect a student from serious harm or death.
48

A building administrator or school nurse will enter any medication to be administered in an emergency on an individual student medication record and will file it in a student's cumulative health folder.

Self-Administration of Medication

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

- A physician or dentist provides a written order for self-administration of said medication;
- Written authorization for self-administration of medication from a student's parent, an individual who has executed a caretaker relative educational authorization affidavit, or guardian is on file; and
- A principal and appropriate teachers are informed that a student is self-administering prescribed medication.

A building principal or school administrator may authorize, in writing, any employee to assist with self-administration of medications, provided that only the following may be employed:

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

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

Students with allergies or asthma may be authorized by the building principal or Superintendent, in consultation with medical personnel, to possess and self-administer emergency medication during the school day, during field trips, school-sponsored events, or while on a school bus. The student shall be authorized to possess and self-administer medication if the following conditions have been met:

- A written and signed authorization from the parents, an individual who has executed a caretaker relative educational authorization affidavit, or guardians for self-administration of medication, acknowledging that the District or its employees are not liable for injury that results from the student self-administering the medication.
- The student must have the prior written approval of his/her primary healthcare provider. The written notice from the student's primary care provider must specify the name and purpose of the medication, the prescribed dosage, frequency with which it may be administered, and the circumstances that may warrant its use.

- Documentation that the student has demonstrated to the healthcare practitioner and the school nurse, if available, the skill level necessary to use and administer the medication.
- Documentation of a doctor-formulated written treatment plan for managing asthma, severe allergies, or anaphylaxis episodes of the student and for medication use by the student during school hours.

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

A student's authorization to possess and self-administer medication may be limited or revoked by the building principal or other administrative personnel.

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

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

Administration of Glucagons

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

Handling and Storage of Medications

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

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

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

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

The District may maintain a stock supply of auto-injectable epinephrine to be administered by a school nurse or other authorized personnel to any student or nonstudent as needed for actual or perceived anaphylaxis. If the district intends to obtain an order for emergency use of epinephrine in a school setting or at related activities, the district shall adhere to the requirements stated in 20-5-421, MCA.

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

Disposal of Medication

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

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

Policy History:

Adopted on:
Reviewed on:
Revised on:

**Montana Authorization to Possess or Self-Administer
Asthma, Severe Allergy, or Anaphylaxis Medication**

For this student to possess or self-administer asthma, severe allergy, or anaphylaxis medication while in school, while at a school sponsored activity, while under the supervision of school personnel, before or after normal school activities (such as while in before-school or after-school care on school-operated property), or while in transit to or from school or school-sponsored activities, this form must be fully completed by: 1) the prescribing physician/physician assistant/advanced practice registered nurse, and 2) an authorizing parent, an individual who has executed a caretaker relative educational or medical authorization affidavit, or legal guardian.

Student's Name: _____
Sex: (Please circle) Female/Male
Birth Date: ____/____/____

School: _____
City/Town: _____
School Year: _____ (Must be renewed annually)

Physician's Authorization:

The above named student has my authorization to carry and self administer the following medication:

Medication: (1) _____ Dosage: (1) _____
(2) _____ (2) _____

Reason for prescription(s): _____

Medication(s) to be used under the following conditions (times or special circumstances): _____

I confirm that this student has been instructed in the proper use of this medication and is able to self-administer this medication without school personnel supervision. I have formulated and provided to the parent/guardian or caretaker relative a written treatment plan for managing asthma, severe allergies, or anaphylaxis episodes and for medication use by this student during school hours and school activities.

Signature of Physician/PA/APRN

Phone Number

Date

Authorization by Parent, an individual who has executed a caretaker relative educational or medical authorization affidavit, or Guardian

As the parent, individual who has executed a caretaker relative educational or medical authorization affidavit, or guardian of the above named student, I confirm that this student has been instructed by his/her health care provider on the proper use of this/these medication(s). He/she has demonstrated to me that he/she understands the proper use of this medication. He/she is physically, mentally, and behaviorally capable to assume this responsibility. He/she has my permission to self-medicate as listed above, if needed. If he/she has used epinephrine during school hours, he/she understands the need to alert the school nurse or other adult at the school who will provide follow-up care, including making a 9-1-1 emergency call.

I acknowledge that the school district or nonpublic school and its employees and agents are not liable as a result of any injury arising from the self-administration of medication by the student, and I indemnify and hold them harmless for such injury, unless the claim is based on an act or omission that is the result of gross negligence, willful and wanton conduct, or an intentional tort.

I agree to work with the school in establishing a plan for use and storage of backup medication. This will include a predetermined location to keep backup medication to which my child has access in the event of an asthma, severe allergy, or anaphylaxis emergency. I have provided the following backup medication: _____

I understand that in the event the medication dosage is altered, a new "self-administration form" must be completed, or the health care provider may rewrite the order on his/her prescription pad, and I, the parent/caretaker relative/guardian, will sign the new form and assure the new order is attached.

I understand it is my responsibility to pick up any unused medication at the end of the school year, and the medication that is not picked up will be disposed of.

I authorize the school administration to release this information to appropriate school personnel and classroom teachers.

Parent/Guardian, Caretaker Relative Signature: _____ Date: _____

(Original signed authorization to the school; a copy of the signed authorization to the parent/guardian and health care provider) See, generally, Mont. Code Ann. § 20-5-420.

DESIGNATION AND ACCEPTANCE TO ADMINISTER GLUCAGON

As a parent, an individual who has executed a caretaker relative educational authorization affidavit, an individual who has executed a caretaker relative medical authorization affidavit, or a guardian of a diabetic student, I have designated _____ to administer glucagon to _____ only in emergency situations. I understand the designee must be an adult.

Signature

Date

As the parent-designated adult, I agree to administer glucagon only in emergency situations to _____. I understand the glucagon must be provided by the parent, an individual who has executed a caretaker relative educational authorization affidavit, an individual who has executed a caretaker relative medical authorization affidavit, or the guardian of the student. I confirm that I have been trained in recognizing hypoglycemia and the proper method of administering glucagon. I have been trained by _____ on the _____ day of _____, 20____.

Signature of parent-designated adult

Date

Culbertson School District

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Communicable Diseases

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

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

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

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

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

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

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

The District may notify parents of other children attending a school that their children have been exposed to a communicable disease without identifying the particular student who has the disease.

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

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 **Culbertson School District**

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3 **STUDENTS**

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4
5 Head Lice

6
7 The Board recognizes its responsibility to all students enrolled in the Culbertson Schools to
8 provide a safe and healthy environment in which they may attend school. One inhibitor to a
9 healthy environment is the head louse (*Pediculus capitis*). Head lice infestations must be
10 addressed in public schools if a healthy environment is to be maintained. Every attempt will be
11 made to educate students and parents on the prevention and eradication of head lice before and
12 after infestation is detected.

13
14 The innocent desire of children to be social and the communicable nature of lice requires
15 preventive measures by the school district and the public health agency to contain infestations.
16 The School District will work cooperatively with the public health agency to insure that
17 infestations of head lice are contained and eradicated in the school.

18
19 In the interest of health and welfare of students enrolled in Culbertson School District, no student
20 will be permitted to attend classes with the general population if they are infested with head lice.

21
22 To avoid embarrassment and to contain the infestation, whole classrooms will be checked for
23 head lice upon the report of possible infestation by a classroom teacher. The administrator,
24 his/her designee, school nurse or another qualified professional will examine the child in
25 question and their classmates. Siblings of students found with lice and their classmates will also
26 be checked if there is suspicion that infestation may exist.

27
28 The student found with head lice is to be kept out of school until he/she is treated and hair is free
29 of lice and eggs. Although eggs (nits) cannot spread to other children, they may hatch in 2-3
30 days and would immediately become communicable. A child may return to school after being
31 successfully treated so that no live lice are present.

32
33 Parents or guardians will be informed of lice infestation by a letter that explains the problem,
34 lists the procedures for treatment and requirements for reentering school. Every attempt will be
35 made to contact parents or guardians immediately upon discovery of head lice. Parents will be
36 asked to come to school to pick up the student and begin treatment immediately.

37
38
39 Policy History:

40 Adopted on:

41 Reviewed on:

42 Revised on:

1 **Culbertson School District**

2
3 **STUDENTS**

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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. A principal
17 or designated staff member will immediately call a parent or parental designee so that the parent
18 may arrange for care or treatment of an injured student. A principal or designated staff member
19 will call a parent or parental designee so that the parent may arrange for care or treatment of an
20 injured student.

21
22 When a student develops symptoms of illness while at school, a responsible school official will
23 do the following:

24
25 Isolate the student from other children to a room or area segregated for that purpose;

26
27 Inform a parent or guardian as soon as possible about the illness and request the parent or
28 guardian to pick up the child; and

29
30 Report each case of suspected communicable disease the same day by telephone to a
31 local health authority or as soon as possible thereafter if a health authority cannot be
32 reached the same day.

33
34 When a parent or guardian cannot be reached, and it is the judgment of a principal or other
35 person in charge that immediate medical attention is required, an injured student may be taken
36 directly to a hospital. Once located, a parent or a guardian is responsible for continuing
37 treatment or for making other arrangements.

38
39 Legal Reference: ARM 37.111.825 Health Supervision and Maintenance

40
41 Policy History:

42 Adopted on:

43 Reviewed on:

44 Revised on:

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

Claimant's Name _____

<i>Last Name</i>	<i>First Name</i>	<i>Middle Initial</i>
_____	_____	_____

Claimant's Address _____

<i>City</i>	<i>State</i>	<i>ZIP Code</i>
_____	_____	_____

Home Phone Number (____) _____

Claimant's Age _____ Date of Birth _____ Sex _____ Grade _____

Parent's Name (if student) _____ Work Phone Number (____) _____

Nature of Injury		Place of Accident		Body Part Injured		
☐ Scratch	☐ Concussion	☐ Classroom	☐ Gymnasium	☐ Ankle	☐ Foot	☐ Leg
☐ Fracture	☐ Head Injury	☐ Hallway	☐ Parking Lot	☐ Arm	☐ Face	☐ Nose
☐ Bruise	☐ Sprain/Strain	☐ Bathroom	☐ Sidewalk	☐ Back	☐ Finger	☐ Teeth
☐ Burn	☐ Cut/Puncture	☐ Cafeteria	☐ Stairs	☐ Neck	☐ Hand	☐ Wrist
☐ Dislocation	☐ Bite	☐ Playground	☐ Athletic Field	☐ Eye	☐ Knee	☐ Shoulder
☐ Other _____		☐ Other _____		☐ Other _____		

Date _____

1 **Culbertson School District**

2
3 **STUDENTS**

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4
5 Removal of Student During School Day

6
7 The Board recognizes its responsibility for the proper care of students during a school day. In
8 accordance with District procedures, only a duly authorized person may remove a student from
9 school grounds, any school building, or school function during a school day. A person seeking
10 to remove a student from school must present evidence satisfactory to the administrator of
11 having proper authority to remove the student. A teacher should not excuse a student from class
12 to confer with anyone, unless a request is approved by the administrator. The administrator will
13 establish procedures for removal of a student during a school day.

14
15
16
17 Policy History:

18 Adopted on:

19 Reviewed on:

20 Revised on:

1 **Culbertson School District**

2
3 **STUDENTS**

3440P

4
5 Removal of Student During School Day

6
7 Schools must exercise a high order of responsibility for the care of students while in school. The
8 removal of a student during the school day may be authorized in accordance with the following
9 procedures:

- 10
11 1. Law enforcement officers, upon proper identification, may remove a student from school
12 as provided in Policies 4410 and 4411.
13
14 2. Any other agencies must have a written administrative or court order directing the
15 District to give custody to them. However, employees of the Department of Public Health
16 and Human Services may take custody of a student under provisions of § 41-3-301,
17 MCA, without a court order. Proper identification is required before the student shall be
18 released.
19
20 3. A student shall be released to the custodial parent. When in doubt as to custodial rights,
21 school enrollment records must be relied upon, as the parents (or guardians) have the
22 burden of furnishing schools with accurate, up-to-date information.
23
24 4. The school should always check with the custodial parent before releasing the student to
25 a non-custodial parent.
26
27 5. Prior written authorization from the custodial parent or guardian is required before
28 releasing a student into someone else's custody, unless an emergency situation justifies a
29 waiver.
30
31 6. Police should be called if a visitor becomes disruptive or abusive.
32
33
34

35 Cross Reference: 4410 Relations With the Law Enforcement and Child Protective
36 Agencies
37 4411 Investigations and Arrests by Police
38

39 Procedure History:

40 Promulgated on:

41 Reviewed on:

42 Revised on:

1 **Culbertson School District**

2
3 **STUDENTS**

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4
5 School-Sponsored Student Activities

6
7 1. Student Organizations:

- 8
9 a. All student organizations must be approved by the Board. Secret or clandestine
10 organizations or groups will not be permitted.
11 b. Bylaws and rules of student organizations must not be contrary to Board policy or
12 to administrative rules and regulations.
13 c. Procedures in student organizations must follow generally accepted democratic
14 practices in the acceptance of members and nomination and election of officers.
15

16 2. Social Events

- 17
18 a. Social events must have prior approval of the administration.
19 b. Social events must be held in school facilities unless approved by the Board.
20 c. Social events must be chaperoned at all times.
21 d. Attendance at high school social events and dances shall be limited to high school
22 students, and middle school social events shall be limited to middle school
23 students, unless prior permission is received from the principal.
24

25 3. Extracurricular Activities

- 26
27 a. Academic and behavior eligibility rules are established by MHSA rules and
28 District policy.
29 b. Any student convicted of a criminal offense may, at the discretion of school
30 officials, become ineligible for such a period of time as the school officials may
31 decide.
32 c. In establishing an interscholastic program, the Board directs the administration to:
33 i. Open all sports to all students enrolled in the District, with an equal
34 opportunity for participation.
35 ii. Recommend sports activities based on interest inventories completed by
36 the students.
37
38

39 Cross Reference: Policy 3233 Student use of Buildings-Equal Access

40
41 Legal Reference: § 20-5-203, MCA Secret Organization Prohibited

42
43 Policy History:

44 Adopted on:

45 Reviewed on:

46 Revised on:

STUDENTS

3520

Student Fees and Fines

Within the concept of free public education, the District will provide an educational program for students as free of costs as possible.

Fees

The Board may require fees for actual cost of breakage and for excessive supplies used in commercial, industrial arts, music, domestic science, science, or agriculture courses. The Board may also charge a student a reasonable fee for any course or activity not reasonably related to a recognized academic and educational goal of the District or for any course or activity taking place outside normal school functions. The Board may waive fees in cases of financial hardship.

The Board delegates authority to the Superintendent to establish appropriate fees and procedures governing collection of fees and asks the Superintendent to make annual reports to the Board regarding fee schedules. The Board also may require fees for actual cost of breakage and for excessive supplies used in commercial, industrial arts, music, domestic science, science, or agriculture courses.

Fines

The District holds a student responsible for the cost of replacing materials or property that are lost or damaged because of negligence. A building administrator will notify a student and parent regarding the nature of violation or damage, how restitution may be made, and how an appeal may be instituted.

Withholding and Transferring Records for Unpaid Fines or Fees

The District may not refuse to transfer files to another district because a student owes fines or fees. The District may not withhold the school schedule of a student because the student owes fines or fees. The district may withhold the grades, diploma, or transcripts of a current or former student who is responsible for the cost of school materials or the loss or damage of school property until the student or the student's parent or guardian pays the owed fines or fees.

In the event a student who owes fines or fees transfers to another school district in the state and the District has decided to withhold the student's grades, diploma, or transcripts from the student and the student's parent or guardian, the District shall:

1. upon receiving notice that the student has transferred to another school district in the state, notify the student's parent or guardian in writing that the school district to which the student has transferred will be requested to withhold the student's grades, diploma, or transcripts until any obligation has been satisfied;
2. forward appropriate grades or transcripts to the school district to which the student has transferred;
3. at the same time, notify the school district to which the student has transferred of any financial obligation of the student and request the withholding of the student's grades, diploma, or transcripts until any obligations are met;
4. when the student or the student's parent or guardian satisfies the obligation, inform the school district to which the student has transferred.

A student or parent may appeal the imposition of a charge for damages to the Superintendent and to the Board.

1	Legal reference:	§ 20-1-213 (3), MCA	Transfer of school records
2		§ 20-5-201(4), MCA	Duties and sanctions
3		§ 20-7-601, MCA	Free textbook provisions
4		§ 20-9-214, MCA	Fees

5
6 Policy History:

7 Adopted on:

8 Reviewed on:

9 Revised on:

1 **Culbertson School District**

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3 **STUDENTS**

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4
5 Student Fund-Raising Activities

6
7 The Board acknowledges that the solicitations of funds from students, staff, and citizens must be
8 limited since students are a captive audience and since solicitation can disrupt the program of the
9 schools. Solicitation and collection of money by students for any purpose, including the
10 collection of money by students in exchange for tickets, papers, magazine subscriptions, or for
11 any other goods or services for the benefit of an approved school organization, may be permitted
12 by the Administration, providing that the instructional program is not adversely affected.
13

14
15
16 Policy History:

17 Adopted on:

18 Reviewed on:

19 Revised on:

1 **Culbertson School District**

2
3 **STUDENTS**

3600

4
5 Student Records

6
7 School student records are confidential, and information from them will not be released other
8 than as provided by law. State and federal laws grant students and parents certain rights,
9 including the right to inspect, copy, and challenge school records.

10
11 The District will ensure information contained in student records is current, accurate, clear, and
12 relevant. All information maintained concerning a student receiving special education services
13 will be directly related to the provision of services to that child. The District may release
14 directory information as permitted by law, but parents will have the right to object to release of
15 information regarding their child. Military recruiters and institutions of higher education may
16 request and receive the names, addresses, and telephone numbers of all high school students,
17 unless the parent(s) notifies the school not to release this information.

18
19 The Superintendent will implement this policy and state and federal law with administrative
20 procedures. The Superintendent or designee will inform staff members of this policy and inform
21 students and their parents of it, as well as of their rights regarding student school records.

22
23 Each student's permanent file, as defined by the board of public education, must be permanently
24 kept in a secure location. Other student records must be maintained and destroyed as provided in
25 20-1-212, MCA.

26
27 Legal Reference: Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R.
28 99
29 § 20-1-212, MCA Destruction of records by school officer.
30 § 20-5-201, MCA Duties and sanctions
31 § 40-4-225, MCA Access to records by parent
32 10.55.909, ARM Student Records

33
34 Policy History:

35 Adopted on:

36 Reviewed on:

37 Revised on:

1 **Culbertson School District**

2
3 **STUDENTS**

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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 Superintendent.
48

49 Access to Student Records
50

1 The District will grant access to student records as follows:

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4

- 5 1. The District or any District employee will not release, disclose, or grant access to information
6 found in any student record except under the conditions set forth in this document.
7
- 8 2. The parents of a student under eighteen (18) years of age will be entitled to inspect and copy
9 information in the child's school records. Such requests will be made in writing and directed to
10 the records custodian. Access to the records will be granted within fifteen (15) days of the
11 District's receipt of such request. Parents are not entitled to records of other students. If a record
12 contains information about two students, information related to the student of the non-requesting
13 parent will be redacted from the record.
14

15 In situations involving a record containing video footage, a parent of a student whose record
16 contains the footage is allowed to view the footage contained in the record but is not permitted to
17 receive a copy unless the parents of the other involved students provide consent. The footage is
18 not a record of students in the background of the image or not otherwise involved in the
19 underlying matter.
20

21 Where the parents are divorced or separated, both will be permitted to inspect and copy the
22 student's school records, unless a court order indicates otherwise. The District will send copies
23 of the following to both parents at either one's request, unless a court order indicates otherwise:
24

- 25 a. Academic progress reports or records;
- 26 b. Health reports;
- 27 c. Notices of parent-teacher conferences;
- 28 d. School calendars distributed to parents/guardians; and
- 29 e. Notices about open houses and other major school events, including student-parent
30 interaction.
31

32 A student that attains the age of legal majority is an "eligible student" under FERPA. An eligible
33 student has the right to access and inspect their student records. An eligible student may not
34 prevent their parents from accessing and inspecting their student records if they are a dependent
35 of their parents in accordance with Internal Revenue Service regulations.
36

37 Access will not be granted to the parent or the student to confidential letters and
38 recommendations concerning admission to a post-secondary educational institution, applications
39 for employment, or receipt of an honor or award, if the student has waived his or her right of
40 access after being advised of his or her right to obtain the names of all persons making such
41 confidential letters or statements.
42

- 43 3. The District may grant access to or release information from student records without prior written
44 consent to school officials with a legitimate educational interest in the information. A school
45 official is a person employed by the District in an administrative, supervisory, academic, or
46 support staff position (including, but not limited to administrators, teachers, counselors,
47 paraprofessionals, coaches, and bus drivers), and the board of trustees. A school official may also
48 include a volunteer or contractor not employed by the District but who performs an educational
49 service or function for which the District would otherwise use its own employees and who is
50 under the direct control of the District with respect to the use and maintenance of personally
51 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 Superintendent. Whenever the District requests consent to release certain records, the records custodian will inform the parent or eligible student of the right to limit such consent to specific portions of information in the records.
9. The District may release student records to the superintendent or an official with similar responsibilities in a school in which the student has enrolled or intends to enroll, upon written request from such official. School officials may also include those listed in #3 above.
10. Prior to release of any records or information under items 5, 6, 7, 8, and 9, above, the District will provide prompt written notice to the parents or eligible student of this intended action. This notification will include a statement concerning the nature and substance of the records to be released and the right to inspect, copy, and challenge the contents.
11. The District may release student records or information in connection with an emergency, without parental consent, if the knowledge of such information is necessary to protect the health or safety of the student or other persons. The records custodian will make this decision, taking into consideration the nature of the emergency, the seriousness of the threat to the health and safety of the student or other persons, the need for such records to meet the emergency, and whether the persons to whom such records are released are in a position to deal with the emergency. The District will notify the parents or eligible student, as soon as possible, of the information released, date of the release, the person, agency, or organization to whom the release was made, and the purpose of the release.

12. The District may disclose, without parental consent, student records or information to the youth court and law enforcement authorities, pertaining to violations of the Montana Youth Court Act or criminal laws by the student.
13. The District will comply with an *ex parte* order requiring it to permit the U.S. Attorney General or designee to have access to a student's school records without notice to or consent of the student's parent(s)/guardian(s).
14. The District charges a nominal fee for copying information in the student's records. No parent or student will be precluded from copying information because of financial hardship.
15. A record of all releases of information from student records (including all instances of access granted, whether or not records were copied) will be kept and maintained as part of such records. This record will be maintained for the life of the student record and will be accessible only to the parent or eligible student, records custodian, or other person. The record of release will include:
 - a. Information released or made accessible.
 - b. Name and signature of the records custodian.
 - c. Name and position of the person obtaining the release or access.
 - d. Date of release or grant of access.
 - e. Copy of any consent to such release.

Directory Information

The District may release certain directory information regarding students, except that parents may prohibit such a release. Directory information will be limited to:

- Student's name
- Address
- Telephone listing
- Electronic mail address
- Photograph (including electronic version)
- 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

1 information about how to request the student's directory photograph be removed from the repository.

2 3 Military Recruiters/Institutions of Higher Education/Government Agencies

4
5 Pursuant to federal law, the District is required to release the names, addresses, and telephone
6 numbers of all high school students to military recruiters and institutions of higher education upon
7 request.

8
9 The Montana Superintendent of Public Instruction may release student information to the Montana
10 Commissioner of Higher Education and Montana Department of Labor and Industry for research purposes
11 after entering into agreement with Commissioner and Department. If the Superintendent of Public
12 Instruction offers a statewide assessment that serves as a college entrance exam, the student's personally
13 identifiable information may be released to colleges, state-contracted testing agencies, and scholarship
14 organizations with student consent.

15
16 The notification to parents and students concerning school records will inform them of their right to
17 object to the release of this information.

18 19 Student Record Challenges

20
21 The District shall give a parent or eligible student, on request, an opportunity for a hearing to challenge
22 content of the student's education records on the grounds that the information contained in the education
23 records is inaccurate, misleading, or in violation of the privacy rights of the student.

24
25 The hearing required by 34 C.F.R. 99.21 must meet, at a minimum, the following requirements:

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

36
37 The parent or eligible student has:

- 38
- 39 • The right to present evidence and to call witnesses;
- 40 • The right to cross-examine witnesses;
- 41 • The right to counsel;
- 42 • The right to a written statement of any decision and the reasons therefor;
- 43

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

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 **Culbertson School District**

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3 **STUDENTS**

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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 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 The cumulative record may include:

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

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

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

40
41 "Eligible" students, who are eighteen (18) years of age or older, have the right to inspect
42 and copy their permanent record. Parents/guardians or "eligible" students should submit
43 to the school principal (or appropriate school official) a written request identifying the
44 record(s) they wish to inspect. The principal will make, within forty-five (45) days,
45 arrangements for access and notify the parent(s)/ guardian(s) or eligible student of the
46 time and place the records may be inspected. The District charges a nominal fee for

copying, but no one will be denied their right to copies of their records for inability to pay this cost.

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

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

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

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

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

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

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

Upon request, the District discloses education records, without consent, to officials of another school district in which a student has enrolled or intends to enroll, as well as to any person as specifically required by state or federal law. Before information is released to individuals described in this paragraph, the parent(s)/guardian(s) will receive

written notice of the nature and substance of the information and an opportunity to inspect, copy, and challenge such records. The right to challenge school student records does not apply to: (1) academic grades of their child, and (2) references to expulsions or out-of-school suspensions, if the challenge is made at the time the student's school student records are forwarded to another school to which the student is transferring.

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

4. **The right to a copy of any school student record proposed to be destroyed or deleted.**

5. **The right to prohibit the release of directory information concerning the parent's/guardian's child.**

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

Student's name
Address
Telephone listing
Electronic mail address
Photograph (including electronic version)
Date and place of birth
Major field of study
Dates of attendance
Grade level
Enrollment status (e.g., undergraduate or graduate; full-time or part-time)
Participation in officially recognized activities and sports
Weight and height of members of athletic teams
Degrees
Honors and awards received
Most recent educational agency or institution attended

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

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

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

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

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

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

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

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202-4605

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"> -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 	<ul style="list-style-type: none"> -Enrollment status (e.g., undergraduate or graduate; full-time or part-time) -Participation in officially recognized activities and sports -Weight and height of members of athletic teams -Degrees -Honors and awards received -Most recent educational agency or institution attended
--	--

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

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

NOTE: If information such as a student's name, grade level, or photograph, and other listed information is to be withheld, the student will not be included in the school's yearbook, program events, and similar School District publications or other statewide programs related to student safety, research, and scholarship. Please review School District Policy 3600P for complete information.

Parent/Eligible Student's Signature

Date

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Transfer of Student Records

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

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

Cross Reference:	3413	Student Immunization
	3600 - 3600P	Student Records
	3606F	Records Certification

Legal Reference:	§ 20-1-213, MCA	Transfer of school records
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Policy History:

Adopted on:

Reviewed on:

Revised on:

STUDENTS

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Receipt of Confidential Records

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

The Board authorizes the Superintendent, Principal, Clerk and Counselor to receive information with respect to a District student who is a client of the Department of Public Health and Human Services.

When the District receives information pursuant to law, the Superintendent will prevent unauthorized dissemination of that information.

Cross Reference: 3600 - 3600P Student Records

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

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 **Culbertson School District**

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4
5 Gangs and Gang Activity

6
7 The Board is committed to ensuring a safe and orderly environment, where learning and teaching
8 may occur void of physical or psychological disruptions, unlawful acts, or violations of school
9 regulations. Gang activities create an atmosphere of intimidation in the entire school community.
10 Both the immediate consequences of gang activity and the secondary effects are disruptive and
11 obstructive to the process of education and school activities. Groups of individuals which meet
12 the definition of gangs, defined below, shall be restricted from school grounds or school
13 activities.

14
15 A gang is defined as any group of two (2) or more persons, whether formal or informal, who
16 associate together to advocate, conspire, or commit:

- 17
18 A. One or more criminal acts; or
19
20 B. Acts which threaten the safety or well-being of property or persons, including but not
21 limited to harassment and intimidation.

22
23 Students on school property or at any school-sponsored activity shall not:

- 24
25 1. Wear, possess, use, distribute, or sell any clothing, jewelry, emblem, badge, symbol, sign,
26 or other items which are evidence of membership in or affiliation with any gang and/or
27 representative of any gang;
28
29 2. Engage in any act, whether verbal or nonverbal, including gestures or handshakes,
30 showing membership in or affiliation with any gang and/or that is representative of any
31 gang; or
32
33 3. Engage in any act furthering the interest of any gang or gang activity, including but not
34 limited to:
35
36 a. Soliciting membership in or affiliation with any gang;
37
38 b. Soliciting any person to pay for protection or threatening another person,
39 explicitly or implicitly, with violence or with any other illegal or prohibited act;
40
41 c. Painting, writing, or otherwise inscribing gang-related graffiti, messages,
42 symbols, or signs on school property;
43
44 d. Engaging in violence, extortion, or any other illegal act or other violation of
45 school property.
46

Violations of this policy shall result in disciplinary action, up to and including suspension, expulsion, and/or notification of police.

Legal Reference:	§ 45-8-405, MCA	Pattern of criminal street gang activity
	§ 45-8-406, MCA	Supplying of firearms to criminal street gang

Policy History:

Adopted on:

Reviewed on:

Revised on:

STUDENTS

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District-Provided Access to Electronic Information, Services, and NetworksGeneral

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

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

Curriculum

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

Acceptable Uses

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

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

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

Warranties/Indemnification

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

Violations

Violation of this policy will result in a loss of access and may result in other disciplinary or legal action. The principal will make all decisions regarding whether or not a user has violated this policy and any related rules or regulations and may deny, revoke, or suspend access at any time, with that decision being final.

Policy History:

Adopted on:

Reviewed on:

Revised on:

STUDENTS

3612P

page 1 of 4

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

Terms and Conditions

1. Acceptable Use – Access to the District's electronic networks must be: (a) for the purpose of education or research and consistent with the educational objectives of the District; or (b) for legitimate business use.
2. Privileges – The use of the District's electronic networks is a privilege, not a right, and inappropriate use will result in cancellation of those privileges. The system administrator (and/or principal) will make all decisions regarding whether or not a user has violated these procedures and may deny, revoke, or suspend access at any time. That decision is final.
3. Unacceptable Use – The user is responsible for his or her actions and activities involving the network. Some examples of unacceptable uses are:
 - a. Using the network for any illegal activity, including violation of copyright or other contracts, or transmitting any material in violation of any federal or state law;
 - b. Unauthorized downloading of software, regardless of whether it is copyrighted or devirused;
 - c. Downloading copyrighted material for other than personal use;
 - d. Using the network for private financial or commercial gain;
 - e. Wastefully using resources, such as file space;
 - f. Hacking or gaining unauthorized access to files, resources, or entities;
 - g. Invading the privacy of individuals, which includes the unauthorized disclosure, dissemination, and use of information of a personal nature about anyone;
 - h. Using another user's account or password;

- i. Posting material authored or created by another, without his/her consent;
 - j. Posting anonymous messages;
 - k. Using the network for commercial or private advertising;
 - l. Accessing, submitting, posting, publishing, or displaying any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, harassing, or illegal material; and
 - m. Using the network while access privileges are suspended or revoked.
4. Network Etiquette – The user is expected to abide by the generally accepted rules of network etiquette. These include but are not limited to the following:
- a. Be polite. Do not become abusive in messages to others.
 - b. Use appropriate language. Do not swear or use vulgarities or any other inappropriate language.
 - c. Do not reveal personal information, including the addresses or telephone numbers, of students or colleagues.
 - d. Recognize that electronic mail (e-mail) is not private. People who operate the system have access to all mail. Messages relating to or in support of illegal activities may be reported to the authorities.
 - e. Do not use the network in any way that would disrupt its use by other users.
 - f. Consider all communications and information accessible via the network to be private property.
5. No Warranties – The District makes no warranties of any kind, whether expressed or implied, for the service it is providing. The District will not be responsible for any damages the user suffers. This includes loss of data resulting from delays, non-deliveries, missed deliveries, or service interruptions caused by its negligence or the user's errors or omissions. Use of any information obtained via the Internet is at the user's own risk. The District specifically denies any responsibility for the accuracy or quality of information obtained through its services.

6. Indemnification – The user agrees to indemnify the District for any losses, costs, or damages, including reasonable attorney fees, incurred by the District, relating to or arising out of any violation of these procedures.
7. Security – Network security is a high priority. If the user can identify a security problem on the Internet, the user must notify the system administrator or building principal. Do not demonstrate the problem to other users. Keep your account and password confidential. Do not use another individual’s account without written permission from that individual. Attempts to log on to the Internet as a system administrator will result in cancellation of user privileges. Any user identified as a security risk may be denied access to the network.
8. Vandalism – Vandalism will result in cancellation of privileges, and other disciplinary action. Vandalism is defined as any malicious attempt to harm or destroy data of another user, the Internet, or any other network. This includes but is not limited to uploading or creation of computer viruses.
9. Telephone Charges – The District assumes no responsibility for any unauthorized charges or fees, including telephone charges, long-distance charges, per-minute surcharges, and/or equipment or line costs.
10. Copyright Web Publishing Rules – Copyright law and District policy prohibit the republishing of text or graphics found on the Web or on District Websites or file servers, without explicit written permission.
 - a. For each republication (on a Website or file server) of a graphic or text file that was produced externally, there must be a notice at the bottom of the page crediting the original producer and noting how and when permission was granted. If possible, the notice should also include the Web address of the original source.
 - b. Students and staff engaged in producing Web pages must provide library media specialists with e-mail or hard copy permissions before the Web pages are published. Printed evidence of the status of “public domain” documents must be provided.
 - c. The absence of a copyright notice may not be interpreted as permission to copy the materials. Only the copyright owner may provide the permission. The manager of the Website displaying the material may not be considered a source of permission.
 - d. The “fair use” rules governing student reports in classrooms are less stringent and permit limited use of graphics and text.

- e. Student work may only be published if there is written permission from both the parent/guardian and the student.

Internet Safety

1. Internet access is limited to only those “acceptable uses,” as detailed in these procedures. Internet safety is almost assured if users will not engage in “unacceptable uses,” as detailed in these procedures, and will otherwise follow these procedures.
2. Staff members shall supervise students while students are using District Internet access, to ensure that the students abide by the Terms and Conditions for Internet access, as contained in these procedures.
3. Each District computer with Internet access has a filtering device that blocks entry to visual depictions that are: (1) obscene; (2) pornographic; or (3) harmful or inappropriate for students, as defined by the Children’s Internet Protection Act and determined by the Superintendent or designee.
4. The district shall provide age-appropriate instruction to students regarding appropriate online behavior. Such instruction shall include, but not be limited to: positive interactions with others online, including on social networking sites and in chat rooms; proper online social etiquette; protection from online predators and personal safety; and how to recognize and respond to cyberbullying and other threats.
5. The system administrator and principal shall monitor student Internet access.

Legal Reference: Children’s Internet Protection Act, P.L. 106-554
Broadband Data Services Improvement Act/Protecting Children in
the 21st Century Act of 2008 (P.L. 110-385)
20 U.S.C. § 6801, et seq. Language instruction for limited English
proficient and immigrant students
47 U.S.C. § 254(h) and (l) Universal service

Procedure History:

Promulgated on:

Reviewed on:

Revised:

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 Culbertson 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 _____ I am 18 or older _____ I am under 18 _____

If I am signing this policy when I am under 18, I understand that when I turn 18, this policy will continue to be in full force and effect and agree to abide by this policy.

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.

Culbertson School District

STUDENTS

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Cell Phones and Other Electronic Equipment

Student possession and use of cellular phones, pagers, and other electronic signaling devices on school grounds, at school-sponsored activities, and while under the supervision and control of District employees is a privilege which will be permitted only under the circumstances described in the student handbook.

Policy History:

Adopted on:

Reviewed on:

Revised on:

STUDENTS

3650

Pupil Online Personal Information ProtectionCompliance

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

Operators of Online Applications

Operators providing online applications to the School District shall not target advertising to students, sell student information, or otherwise misuse student information. Operators 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, including protected information unless authorized by law. Operators shall not disclose protected information unless the disclosure is made in accordance with School District policy, state or federal law, or with parent consent. Operators 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. Operators shall delete a pupil's protected information if the school or district requests the deletion of data under the control of the school or district.

Third Parties Providing Software and Services

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

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

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:

CULBERTSON SCHOOL DISTRICT

R = required

5000 SERIES PERSONNEL

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PERSONNEL

5002

Accommodating Individuals With Disabilities and Section 504 of the Rehabilitation Act of 1973

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

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

The Superintendent is designated the Section 504 and Americans with Disabilities Act Title II Coordinator and, in that capacity, is directed to:

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

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

Cross Reference: 1700 Uniform Complaint Procedure

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

Policy History:

Adopted on:

Reviewed on:

Revised on:

PERSONNEL

5010

Equal Employment Opportunity and Non-Discrimination

The District will provide equal employment opportunities to all persons, regardless of their race, color, religion, creed, national origin, genetic information, sex, age, ancestry, marital status, military status, citizenship status, use of lawful products while not at work physical or mental disability.

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

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

All complaints about behavior that may violate this policy shall be promptly investigated.

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

Cross Reference: 1700 Uniform Complaint Procedure

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

Policy History:

Adopted on:

Reviewed on:

Revised on:

PERSONNEL

5012

Sexual Harassment, Sexual Intimidation and Sexual Misconduct in the Workplace

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

The District prohibits its employees from engaging in any conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting that individual; or
- Such conduct has the purpose or effect of substantially interfering with the individual's work performance or creating an intimidating, hostile, or offensive work environment.
- Such conduct deprives the individual of their rights to equal employment under District policy and state or federal law.

Sexual harassment, sexual intimidation and sexual misconduct prohibited by this policy includes verbal, electronic, or physical contact or conduct. The terms "intimidating," "hostile," "misconduct," or "offensive" include but are not limited to conduct that has the effect of deprivation of rights, humiliation, embarrassment, or discomfort. Examples of sexual harassment, sexual intimidation, and sexual misconduct include but are not limited to unwelcome or forceful physical touching, crude jokes or pictures, discussions of sexual experiences, pressure or requests for sexual activity or favors, intimidation by words, actions, insults, or name calling, teasing related to sexual characteristics, and spreading rumors related to a person's alleged sexual activities. The District will evaluate sexual harassment, sexual intimidation, and sexual misconduct in light of all circumstances.

A violation of this policy may result in disciplinary action, up to and including termination of employment. The District is authorized to report any violation of this policy to law enforcement that is suspected to be a violation of state or federal criminal laws.

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

Any person who knowingly makes false accusation regarding sexual harassment, intimidation or misconduct will likewise be subject to disciplinary action, up to and including termination of employment.

Cross Reference: 1700 Uniform Complaint Procedure

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

Policy History:

Adopted on:

Reviewed on:

Revised on:

Harassment Reporting Form for Employees

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 _____

1 **Culbertson School District**

2
3 **PERSONNEL**

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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.

The complainant may be provided a summary of the findings of the investigation and, as appropriate, that remedial action has been taken.

Responsibilities

The District Administrator shall be responsible for ensuring that notice of this policy is provided to staff and third parties.

Consequences

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

Retaliation and Reprisal

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

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

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 **Culbertson School District**

2
3 **PERSONNEL**

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4
5 Hiring Process and Criteria

6
7 The Board and Superintendent will determine the screening and hiring process upon the existence of each
8 vacancy. 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 and will
10 comply with Board policy and state law on equal employment opportunities and veterans' preference. All
11 applicants must complete a District application form to be considered for employment.
12

13 Every applicant must provide the District with written authorization for a criminal background
14 investigation. The Superintendent will keep any conviction record confidential as required by law and
15 District policy. The district will create a determination sheet from the criminal history record. The
16 determination sheet will be kept on file at the District Office. The Criminal History Record with no
17 disqualifiers will be shredded on site immediately after review. The Criminal History Record with
18 disqualifiers will be retained on file at the District Office according to law. Every newly hired employee
19 must complete an Immigration and Naturalization Service form, as required by federal law.
20

21 Certification

22 The District requires contracted certified staff to hold valid Montana teacher or specialist certificates
23 endorsed for the roles and responsibilities for which they are employed. Failure to meet this requirement
24 shall be just cause for termination of employment. No salary warrants may be issued to a staff member,
25 unless a valid certificate for the role to which the teacher has been assigned has been registered with the
26 county superintendent within sixty (60) calendar days after a term of service begins. Every teacher and
27 administrator under contract must bring their current, valid certificate to the personnel office at the time
28 of initial employment, as well as at the time of each renewal of certification.
29

30 The custodian of records will register all certificates, noting class and endorsement of certificates, and
31 will update permanent records as necessary. The custodian of records also will retain a copy of each valid
32 certificate of a contracted certified employee in that employee's personnel file.
33

34 Cross Reference: 5122 Criminal Background Investigations

35
36 Legal Reference: § 20-4-202, MCA Teacher and specialist certification registration
37 § 39-29-102, MCA Point preference or alternative preference in initial hiring
38 for certain applicants – substantially equivalent selection
39 procedure

40 Policy History:

41 Adopted on:

42 Reviewed on:

43 Revised on:

1 **Culbertson School District**

2
3 **PERSONNEL**

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Page 1 of 2

4
5
6 Fingerprint Background Handling Procedure

- 7
- 8 1. Who needs to be fingerprinted: All individuals 18 years of age or older to be volunteers or
9 recommended for hire by the School District need to be fingerprinted.
 - 10
11 2. The School District will obtain a signed waiver from all applicants and provide written
12 communication of applicant rights (Applicant Rights and Consent to Fingerprint Form 5122F).
13 The Applicant Rights and Consent to Fingerprint Form will be kept on file for 5 years or for the
14 length of employment, which ever is longer. The form will be filed in the employees Personnel
15 File.

16
17 Authority to Fingerprint

18
19 The School District will [OPTION 1] send candidates recommended for hire to _____ to
20 obtain fingerprinting; [OPTION 2] process candidates recommended for hire fingerprints.

21
22 Applicants will complete two (2) fingerprint cards following instructions on the card to fill out the
23 information. District office personnel will add information in the box regarding reason to be
24 fingerprinted.

25
26 A spreadsheet of those fingerprinted is kept by _____ School District to identify the
27 individual, position being hired for, date of fingerprint, date print received and date print billed.

28
29 _____ School District staff that have received training by CRISS will process the fingerprints
30 and send them to the DOJ.

31
32 Determination Procedures

33
34 Personnel staff that have been trained by CRISS and granted access to criminal history record information
35 will receive the background results through their Montana State File Transfer account.

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

39
40 Storage Procedure

41
42 Printed background is stored in a locked file cabinet in a sealed envelope marked "confidential". This file
43 cabinet is only accessible to staff that have received CRISS training.

Dissemination Procedure

[OPTION 1]

Dissemination can only be authorized to personnel within an authorized school district for the purpose which is consistent with the original request of the CHRI.

- a. Requesting individual must submit a completed dissemination request form.
- b. Requesting individual must have worked at least five (5) days prior to the request.
- c. All disseminated copies shall be marked with "Copy".
- d. The dissemination must be recorded on a dissemination log.
 - i. The log will be maintained for three (3) years from date of entry.
 - ii. The information on the dissemination log will include:
 1. Date record was shared
 2. Who sent the request (personnel name and district; only CRISS trained personnel can disseminate information)
 3. How the request was fulfilled.
 - iii. Dissemination requests are mailed, faxed or emailed to the requesting representative of the district.

[OPTION 2]

The _____ School District will not disseminate any fingerprint information.

Destruction Procedure

- Criminal history record information will be stored with the personnel file in a sealed envelope marked "confidential" for two (2) years or the length of employment, whichever comes first.
- _____ School District utilizes shredding for destruction of information no longer needed.
- Dissemination logs are destroyed 3 years from date of entry.

Training Procedure

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

Policy History:

Promulgated on:

Reviewed on:

Revised on:



Dissemination Log

[illegible]

Culbertson School District
Determination of Eligibility for Hire

[illegible]

Determination of Eligibility has been completed by:

CONFIDENTIAL

NOTICE OF FEDERAL BACKGROUND CHECK DETERMINATION

TO: _____ DATE: _____
(EMPLOYING AGENCY)

BASED ON THE RESULTS OF THE FEDERAL CRIMINAL HISTORY RECORD
INFORMATION (CHRI)

TYPE OF NOTICE

☐ Original Notice

☐ Amended Notice

NAME OF SUBJECT _____ DOB _____

DETERMINATION:

☐ No disqualifiers present on the CHRI

☐ Disqualifiers are present on the CHRI

Authorized Designee Printed Name and Phone Number _____

Authorized Designee Signature _____

Re-dissemination of Criminal History to the Individual

If your fingerprint result is on file with the Office of Public Instruction, a Montana public school or public school district, or a unit of the Montana university system, those results can be distributed from the requesting Agency to the individual.

I authorize _____

The Office of Public Instruction; or ☐

A Unit of the Montana Public University System; or ☐

Montana Public School or Public School District ☐

To share the results of my fingerprint based background check with myself for challenge or disputing incorrect information with Montana Criminal Records.

Authorized Agency _____

Signature of Applicant _____

Date of Birth _____

Printed or typed name of applicant _____

Date _____

Recipient Phone _____

1 **Culbertson School District**

2
3 **PERSONNEL**

5121

4
5 Applicability of Personnel Policies

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

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

14
15 Each personnel position in the District will be directed by a position description that delineates
16 the responsibilities of the employee. The employee will receive the position description with the
17 employment contract. Position descriptions are available upon request. The Board of Trustees
18 will regularly review the position descriptions.

19
20
21
22 Legal Reference: § 39-31-102, MCA Chapter not limit on legislative authority
23 ARM 10.55.701(d) Board of Trustees

24
25
26 Policy History:

27 Adopted on:

28 Reviewed on:

29 Revised on:

1 **Culbertson School District**

2
3 **PERSONNEL**

5122

4
5 Criminal Background Investigations

6
7 It is the policy of the Board that any finalist recommended for hire to a paid or volunteer position
8 with the District involving regular unsupervised access to students in schools, as determined by the
9 Superintendent, shall submit to a name-based and social security number based criminal background
10 investigation conducted by the appropriate law enforcement agency prior to consideration of the
11 recommendation for employment or appointment by the Board.

12
13 Any requirement of an applicant to submit to a fingerprint background check shall be in compliance
14 with the Volunteers for Children Act of 1998 and applicable federal regulations. If an applicant has
15 any prior record of arrest or conviction by any local, state, or federal law enforcement agency for an
16 offense other than a minor traffic violation, the facts must be reviewed by the Superintendent, who
17 shall decide whether the applicant shall be declared eligible for appointment or employment in a
18 manner consistent with the expectations and standards set by the board.

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

- 23
24 • A certified employee seeking full- or part-time employment with the District;
25 • A non-certified or classified employee seeking full- or part-time employment with the
26 District;
27 • An employee of a person or firm holding a contract with the District, if the employee is
28 assigned to the District;
29 • A volunteer assigned to work in the District, who has regular unsupervised access to
30 students; and
31 • Substitute teachers.

32
33
34
35 Legal Reference: § 44-5-301, MCA Dissemination of public criminal justice information
36 § 44-5-302, MCA Dissemination of criminal history record information
37 that is not public criminal justice information
38 § 44-5-303, MCA Dissemination of confidential criminal justice
39 information – procedure for dissemination through
40 court
41 10.55.716, ARM Substitute 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

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 notification⁸ by (insert appropriate agency) 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.⁹

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.¹⁰

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 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

⁸ Written notification includes electronic notification, but excludes oral notification.

⁹ See 28 CFR 50.12(b).

¹⁰ 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 (Insert name of qualified entity).

Signature of Applicant

Date

Culbertson School District

Adopted on:
Reviewed on:
Revised on:

5125

PERSONNEL

Page 1 of 2

Whistle Blowing and Retaliation

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

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

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

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

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

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

The Board or its agents will not discharge, discipline or otherwise penalize any employee because the employee or someone acting on the employee’s behalf, reports, verbally or in writing, a violation or suspected violation of any state or federal law or regulation or any town/city ordinance or regulation to a public body, or because an employee is requested by a public body to participate in an investigation,

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

6 The District will exercise reasonable efforts to:

- 7
- 8 • investigate any complaints of retaliation or interference made by whistle blowers;
 - 9 • take immediate steps to stop any alleged retaliation; and
 - 10 • discipline any person associated with the District found to have retaliated against or interfered with a
11 whistle blower.
- 12

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

16
17 The Board shall make this policy available to its staff by posting it on its website with its other District
18 policies.

19
20
21
22 Legal References: Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e-3(a)
23 Age Discrimination in Employment Act, 29 U.S.C. §623 (d)
24 Americans with Disabilities Act, 42 U.S.C. §12203(a) and (b)
25 Fair Labor Standards Act, 29 U.S.C. §215(a)(3)
26 Occupational Safety and Health Act, 29 U.S.C. §6660(c)
27 Family and Medical Leave Act, 29 U.S.C. §2615
28 National Labor Relations Act, 29 U.S.C. §158(a)
29

1 **Culbertson School District**

2
3 **PERSONNEL**

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Page 1 of 2

4
5 Staff Health

6
7 Medical Examinations

8
9 Through its overall safety program and various policies pertaining to school personnel, the Board
10 will promote the safety of employees during working hours and assist them in the maintenance
11 of good health. The Board will encourage all its employees to maintain optimum health through
12 the practice of good health habits.

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

17
18 Physical Examinations

19
20 The District may participate in a Pre-Placement Physical Program for all custodial and
21 maintenance personnel and other positions deemed inclusive of this policy as determined by
22 specific Board action. Subsequent to a conditional offer of employment in a position for which
23 the District may require participation in a pre-placement physical but before commencement of
24 work, the District may require an applicant to have a medical examination and to meet any other
25 health requirements which may be imposed by the state. The District may condition an offer of
26 employment on the results of such examination, if all employees who received a conditional
27 offer of employment in the applicable job category are subject to such examination. The report
28 shall certify the employee's ability to perform the job-related functions of the position for which
29 the employee is being considered. Such examination shall be used only to determine whether the
30 applicant is able to perform with reasonable accommodation job-related functions.

31
32 All bus drivers, whether full-time, regular part-time, or temporary part-time, are required by state
33 law to have a satisfactory medical examination before employment.

34
35 Communicable Diseases

36
37 The term "communicable disease" refers to the diseases identified in 37.114.203, ARM,
38 Reportable Diseases, with the exception of common colds and flu.

39
40 If a staff member has a communicable disease, the staff member must notify the school nurse or
41 other responsible person designated by the Board of the communicable disease which could be
42 life threatening to an immune-compromised person. The school nurse or other responsible
43 person designated by the Board must determine, after consultation with and on the advice of
44 public health officials, if the immune-compromised person needs appropriate accommodation to
45 protect their health and safety.

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

Confidentiality

In all instances, District personnel will respect an individual's right to privacy and treat any medical diagnosis as confidential information. Any information obtained regarding the medical condition or history of any employee will be collected and maintained on separate forms and in separate medical files and will be treated as confidential information. Only those individuals with a legitimate need to know will be provided necessary medical information.

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

Cross Reference:	Policy 5005	Section 504 of the Rehabilitation Act
Legal Reference:	29 U.S.C. § 794, <i>et seq.</i> 42 U.S.C. § 12101, <i>et seq.</i> 29 CFR, Part 1630.14(c) Title 49, Chapter 2, MCA Title 49, Chapter 4, MCA § 20-10-103(4), MCA 37.111.825, ARM	Section 504 of the Rehabilitation Act Americans with Disabilities Act Examination of employees Illegal Discrimination Rights of Persons With Disabilities School bus driver qualifications Health Supervision and Maintenance

Policy History:

Adopted on:

Reviewed on:

Revised on:

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5140

Each classified employee will be employed under a written contract of employment for a specific term with a beginning and ending date, within the meaning of § 39-2-912, MCA. The employee will be required to satisfy a probationary period of 6 months. During the probationary period of employment, the employment may be terminated at the will of either the School District or the employee on notice to the other for any reason or no reason. Should the employee satisfy the probationary period, such employee shall have no expectation of continued employment beyond the current contract term.

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

The Board will determine salary and wages for classified personnel.

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

Adopted on:
Reviewed on:
Revised on:

1 **Culbertson School District**

2
3 **PERSONNEL**

5210

4
5 Assignments, Reassignments, Transfers

6
7 The District may assign, reassign, and/or transfer positions and duties of all staff. Teachers will
8 be assigned at the levels and in the subjects for which they are licensed and endorsed, or for
9 which they are enrolled in an internship as defined in ARM 10.55.602 and meet the requirements
10 of ARM 10.55.607. The District will provide for a system of assignment, reassignment, and
11 transfer of classified staff, including voluntary transfers and promotions. Nothing in this policy
12 prevents reassignment of a staff member during a school year.

13
14 Classified Staff

15
16 The District retains the right of assignment, reassignment, and transfer.

17
18 Teaching

19
20 Notice of their teaching assignments relative to grade level, building, classroom or work space,
21 and subject area will be given to teachers before the beginning of the school year.

22
23 Provisions governing vacancies, promotions, and voluntary or involuntary transfers may be
24 found in negotiated agreements or employee handbooks.

25
26
27
28 Legal Reference: *Bonner School District No. 14 v. Bonner Education Association, MEA-*
29 *MFT, NEA, AFT, AFL-CIO, (2008) 2008 MT 9*
30 § 20-4-402, MCA Duties of District Superintendent or County High
31 School Principal
32 10.55.602, ARM Definition of Internship
33 10.55.607, ARM Internships

34
35 Policy History:

36 Adopted on:

37 Reviewed on:

38 Revised on:

1 **Culbertson School District**

2
3 **PERSONNEL**

5213

4
5 Vacancies

6
7 When the District determines that a vacancy exists:

8
9
10 Option 2: The Superintendent has the discretion to advertise a vacancy. [Choose option]

11
12
13
14
15 Policy History:

16 Adopted on:

17 Reviewed on:

18 Revised on:

Culbertson School District

Adopted on:

Reviewed on:

Revised on:

5220

PERSONNEL

Prohibition on Aiding Sexual Abuse

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

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

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

Legal Reference: ESSA section 8038, § 8546
45-2-302, MCA When accountability exists.

1 **Culbertson School District**

3 **PERSONNEL**

5221

5 Work Day

7 Length of Work Day - Certified Staff

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

12 Length of Work Day - Classified Staff

14 Arrival and departure times shall generally be as directed by the supervisor.

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

22 Breaks

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

29 Legal Reference:	29 U.S.C. §§ 201 to 219	Fair Labor Standards Act of 1985
	29 C.F.R. Part 516, <i>et seq.</i>	Records to be kept by employers
	§ 39-3-405, MCA	Overtime compensation
	§ 39-4-107, MCA	State and municipal governments, and school districts
	10.65.103(2), ARM	Program of Approved Pupil Instruction-Related Days
36	24.16.1006, ARM	Rest and Meal Periods

38 Policy History:

39 Adopted on:

40 Reviewed on:

41 Revised on:

Culbertson School District

PERSONNEL

5222 R

Evaluation of Certified Staff

Each certified staff member's job performance will be evaluated by the staff member's direct supervisor in accordance with collective bargaining agreement.

Evaluation of Classified Staff

Each classified staff member's job performance will be evaluated by the staff member's direct supervisor. The supervisor will provide a copy of the completed evaluation to the staff member and will provide opportunity to discuss the evaluation. The original should be signed by the staff member and placed in the personnel file. If the staff member refuses to sign the evaluation, the supervisor should note the refusal and submit the evaluation to the Superintendent.

Cross Reference:	Policy 5231-5231P	Personnel Records
------------------	-------------------	-------------------

Legal Reference:	10.55.701(4)(a)(b), ARM	Board of Trustees
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Policy History:

Adopted on:

Reviewed on:

Revised on:

1 **Culbertson School District**

2
3
4 **PERSONNEL**

5223

5
6 Personal Conduct

7
8 School District employees will abide by all district policies, state and federal laws in the course
9 of their employment. Where applicable, employees will abide by and honor the professional
10 educator code of conduct.

11
12 All employees are expected to maintain high standards of honesty, integrity, professionalism,
13 decorum, and impartiality in the conduct of District business. All employees shall maintain
14 appropriate employee-student relationship boundaries in all respects, including but not limited to
15 personal, speech, print, and digital communications. Failure to honor the appropriate employee
16 student relationship boundary will result in a report to the Department of Public Health and
17 Human Services and the appropriate law enforcement agency.

18
19 While on school property, employees shall not injure or threaten to injure another person;
20 damage another's property or that of the District; or use, control, possess or transfer any weapon
21 or any item that could be reasonably considered to be a weapon as defined in Policies 3310 and
22 3311. "School property" means within school buildings, in vehicles used for school purposes, or
23 on grounds leased or owned by the school district.

24
25 In accordance with state law, an employee shall not dispense or utilize any information gained
26 from employment with the District, accept gifts or benefits, or participate in business enterprises
27 or employment that creates a conflict of interest with the faithful and impartial discharge of the
28 employee's District duties. A District employee, before acting in a manner which might impinge
29 on any fiduciary duty, may disclose the nature of the private interest which would create a
30 conflict. Care should be taken to avoid using or avoid the appearance of using official positions
31 and confidential information for personal advantage or gain.

32
33 Further, employees are expected to hold confidential all information deemed not to be for public
34 consumption as determined by state law and Board policy. Employees also will respect the
35 confidentiality of people served in the course of an employee's duties and use information gained
36 in a responsible manner. The Board may discipline, up to and including discharge, any
37 employee who discloses confidential and/or private information learned during the course of the
38 employee's duties or learned as a result of the employee's participation in a closed (executive)
39 session of the Board. Discretion should be used even within the school system's own network of
40 communication and confidential information should only be communicated on a need to know
41 basis.

42
43 Administrators and supervisors may set forth specific rules and regulations governing staff
44 conduct on the job within a particular building.

45
46 Cross Reference: Professional Educators of Montana Code of Ethics

1 Policy 3310 – Student Discipline
2 Policy 3311 – Firearms and Weapons
3 Policy 5232- Abused and Neglected Children
4

5 Legal Reference:	§ 20-1-201, MCA	School officers not to act as agents
	Title 2, Chapter 2, Part 1	Standards of Conduct
	§ 39-2-102, MCA	What belongs to employer
	§ 45-8-361, MCA	Possession or allowing possession of
		a weapon in a school building
	§ 45-5-501, MCA	Definitions
	§ 45-5-502, MCA	Sexual Assault

12
13
14
15

16 Policy History:

17 Adopted on:

18 Reviewed on:

19 Revised on:

Culbertson School District

PERSONNEL

5224

Political Activity

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

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

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

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

Legal Reference:	5 U.S.C. § 7321	Hatch Act
	§ 39-2-104, MCA	Mandatory leave of absence for employees holding public office
	§ 13-35-226, MCA	Unlawful acts of employers and employees
	Title 2, Chapter 2, Part 1	Standards of Conduct

Policy History:

Adopted on: 03/2000

Reviewed on:

Revised on:

1 **Culbertson School District**

2
3 **PERSONNEL**

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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; up to and including
45 termination of employment. Alternatively, the Board may require an employee to successfully
46 complete an appropriate drug- or alcohol-abuse, employee-assistance rehabilitation program.

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

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

Legal Reference: 41 U.S.C. §§ 702, 703, 706 Drug-free workplace requirements for
Federal grant recipients
Johnson v. Columbia Falls Aluminum Company LLC, 2009 MT 108N.

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 **Culbertson School District**

2
3 **PERSONNEL**

5228

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

6
7 The District will adhere to federal law and regulations requiring a drug and alcohol testing
8 program for school bus and commercial vehicle drivers.

9
10 The program will comply with requirements of the Code of Federal Regulations, Title 49, §§
11 382, *et seq.* The Superintendent will adopt and enact regulations consistent with federal
12 regulations, defining the circumstances and procedures for testing.

13
14
15
16 Legal Reference: 49 U.S.C. §§ 45101, et seq. Alcohol and Controlled Substances Testing
17 (Omnibus Transportation Employee Testing Act of 1991)
18 49 C.F.R. Parts 40 (Procedures for Transportation Workplace Drug and
19 Alcohol Testing Programs), 382 (Controlled substance and alcohol use
20 and testing), and 395 (Hours of service of drivers)

21
22 Policy History:

23 Adopted on:

24 Reviewed on:

25 Revised on:

3
4 **PERSONNEL**

5228P

page 1 of 5

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

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

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

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

16
17 Pre-Employment Tests

18 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 2. Who receives a citation under state or local law, for a moving traffic violation arising
43 from the accident.

44
45 Drivers shall make themselves readily available for testing, absent the need for immediate
46 medical attention.

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

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

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

Random Tests

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

Reasonable Suspicion Tests

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

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

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

Enforcement

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

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

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

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

Return-to-Duty Tests

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

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

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

Follow-Up Tests

A driver who violates the District's drug or alcohol prohibition and is subsequently identified by a substance abuse professional as needing assistance in resolving a drug or alcohol problem shall be subject to unannounced follow-up testing as directed by the substance abuse professional in accordance with law. Follow-up alcohol testing shall be conducted just before, during, or just after the time when the driver is performing safety-sensitive functions.

Records

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

Notifications

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

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

10. The consequences for drivers found to have an alcohol concentration of 0.02 or greater but less than 0.04; and
11. Information concerning the effects of drugs and alcohol on an individual's health, work, and personal life; signs and symptoms of a drug or alcohol problem (the driver's or a coworker's); and available methods of intervening when a drug or alcohol problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management.

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

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

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

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

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

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

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

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

Procedure History:

Promulgated on:

Reviewed on:

Revised on:

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1 **Culbertson School District**

2
3 **PERSONNEL**

5230

4
5 Prevention of Disease Transmission

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

13
14 The District will provide training on procedures on a regular basis. Appropriate supplies will be
15 available to all personnel, including those involved in transportation and custodial services.
16
17
18

19 Policy History:

20 Adopted on:

21 Reviewed on:

22 Revised on:

Culbertson School District

PERSONNEL

5231

Personnel Records

The District maintains a complete confidential and permanent personnel record for every current and former employee. The employees' personnel records will be maintained in the District's administrative office, under the Superintendent's direct supervision. Employees will be given a copy of their personnel record upon request.

The District may release public information regarding the professional qualifications, degrees, and experience of teachers and the qualifications of paraprofessionals to parents upon request. Access to other information is governed by Policy 4340.

Personnel records must be kept for 10 years after separation of employment.

Cross Reference: 4340 Public Access to District Records

Legal Reference:	10.55.701(4), ARM	Board of Trustees
	§ 20-1-212(2), MCA	Destruction of records by school officer.
	§ 2-6-1001, MCA	Definitions

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 **Culbertson School District**

2
3 **PERSONNEL**

5231P

4
5 Personnel Records

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

11
12 Contents of Personnel Files

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

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

30
31
32 Procedure History:

33 Promulgated on:

34 Reviewed on:

35 Revised on:

Culbertson School District

PERSONNEL

5232

Abused and Neglected Child Reporting

A District employee who has reasonable cause to suspect, as a result of information they receive in their professional or official capacity, that a child is abused or neglected by anyone regardless of whether the person suspected of causing the abuse or neglect is a parent or other person responsible for the child's welfare, shall report the matter promptly to the Department of Public Health and Human Services. Child abuse or neglect means actual physical or psychological harm to a child, substantial risk of physical or psychological harm to a child, and abandonment. This definition includes sexual abuse and sexual contact by or with a student. The obligation to report suspected child abuse or neglect also applies to actual or attempted sexual or romantic contact between a student and a staff member.

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

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

When a District employee makes a report, the DPHHS may share information with that individual or others as permitted by law. Individuals in the District who receive information related to a report of child abuse or neglect shall maintain the confidentiality of the information.

Cross Reference: 5223 Personal Conduct
 3225 Sexual Harassment of Students

Legal Reference: § 41-3-201, MCA Reports
 § 41-3-202, MCA Action on reporting
 § 41-3-203, MCA Immunity from liability
 § 41-3-205, MCA Confidentiality – disclosure exceptions
 § 41-3-207, MCA Penalty for failure to report
 § 45-5-501, MCA Definitions
 § 45-5-502, MCA Sexual Assault

Policy History:

Adopted on:

Reviewed on:

Revised on:

Culbertson School District

PERSONNEL

5232F

Report of Suspected Child Abuse or Neglect

Hot Line Number – 866-820-5437

Original to: Department of Public Health and Human Services

Copy to: Principal

From: _____ Title: _____

School: _____ Phone: _____

Persons contacted: ☐ Principal ☐ Teacher ☐ School Nurse ☐ Other _____

Name of Minor: _____ Date of Birth: _____

Address: _____ Phone: _____

Date of Report: _____ Attendance Pattern: _____

Father: _____ Address: _____ Phone: _____

Mother: _____ Address: _____ Phone: _____

Guardian or
Stepparent: _____ Address: _____ Phone: _____

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

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

Previous action taken, if any: _____

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

Date Received: _____ Date of Investigation: _____

Culbertson School District

PERSONNEL

5250

Termination from Employment, Non-Renewal of Employment

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

Cross Reference: 5140 Classified Employment and Assignment
 5255 Disciplinary Action

Legal Reference: § 20-3-324(2), MCA Trustee Powers and Duties
 § 20-4-204, MCA Termination of tenure teacher services
 § 20-4-206, MCA Notification of nontenure teacher reelection –
 acceptance – termination.
 § 20-4-207, MCA Dismissal of teacher under contract
 § 39-2-912, MCA Exemptions to Wrongful Discharge from
 Employment Act

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 **Culbertson School District**

2
3 **PERSONNEL**

5251

4
5 Resignations

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

10
11 Once the Superintendent has accepted the resignation, it may not be withdrawn by the employee.
12 The resignation and its acceptance should be reported as information to the Board at the next
13 regular or special meeting.

14
15
16
17 Legal Reference: *Booth v. Argenbright*, 225 Mont. 272, 731 P.2d 1318 (1987)

18
19 Policy History:

20 Adopted on:

21 Reviewed on:

22 Revised on:

1 **Culbertson School District**

2
3 **PERSONNEL**

5254

4
5 Payment of Employer Contributions and Interest on Previous Service

6
7 A Public Employees' Retirement System (PERS) member may purchase: (1) all or a portion of
8 the member's employment with an employer prior to the time the employer entered into a
9 contract for PERS coverage; and (2) all or a portion of the member's employment for which
10 optional PERS membership was declined (both of which are known as previous service).

11
12 The member must file a written application with the PERS Board to purchase all or a portion of
13 the employment for service credit and membership service. The application must include salary
14 information certified by the member's employer or former employer.

15
16 The District has the option to pay, or not to pay, the employer's contributions due on previous
17 service and the option to pay, or not to pay, the outstanding interest due on the employer's
18 contributions for the previous service.

19
20 It is the policy of this District to **not pay** the employer's contributions due on previous service.

21
22 It is also the policy of this District to **not pay** the outstanding interest due on the employer's
23 contributions for the previous service.

24
25 This policy will be applied indiscriminately to all employees and former employees of this
26 District.

27
28 If the District opts to not pay the employer's contributions due on previous service and/or the
29 outstanding interest due on the employer's contributions for previous service, then the employee
30 shall pay the amount not paid by the employer in order to receive service credit and membership
31 service for the period of employment.

32
33
34 Legal Reference: § 19-3-505, MCA Purchase of previous employment with employer

35
36 Policy History:

37 Adopted on:

38 Reviewed on:

39 Revised on:

Employer Payment Policy

5254F

I. Section 19-3-505, MCA

Payment of Employer Contributions and Interest on Previous Service

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

- _____ pay the employer's contributions due on previous service; OR
- _____ not pay the employer's contributions due on previous service.

and to:

- _____ pay the outstanding interest due on the employer's contributions for the previous service; OR
- _____ not pay the outstanding interest due on the employer's contributions for the previous service.

II. Section 19-3-504, MCA

Payment of Interest on Employer Contributions for Workers' Compensation Time

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

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

NAME OF EMPLOYER _____

Signature of Officer: _____

Printed Name: _____

Title of Officer: _____

Dated: _____, 20____.

Culbertson School District

PERSONNEL

5255

Disciplinary Action

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

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

The Superintendent or building principal is authorized to immediately suspend a staff member, with pay, in a non-disciplinary manner.

Cross Reference	Policy 5250	Termination from Employment/Non-Renewal of Employment
Legal Reference:	§ 20-3-324, MCA	Powers and duties
	§ 20-4-204, MCA	Termination of tenure teacher services
	§ 20-4-207, MCA	Dismissal of teacher under contract
	§ 39-2-903, MCA	Definitions
	§ 45-8-361, MCA	Possession or allowing possession of a weapon in school building – exceptions – penalties – seizure and forfeiture or return authorized – definitions.

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 **Culbertson School District**

2
3
4 **PERSONNEL**

5256

6 Reduction in Force

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

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

17
18 If no collective bargaining agreement covers the affected employee, the Board will consider
19 needs of the students, employee performance evaluations, staff needs, and other reasons it deems
20 relevant, in determining order of dismissal when it reduces classified staff or discontinues some
21 type of educational service.

22
23 Cross Reference: 5250 Termination from Employment, Non-Renewal of Employment

24
25
26 Legal Reference: § 39-2-912, MCA Exceptions

27
28 Policy History:

29 Adopted on:

30 Reviewed on:

31 Revised on:

1 **Culbertson School District**

2
3 **PERSONNEL**

5314

4
5 Guest Teachers and Substitutes

6
7 The Board will regularly approve a list of acceptable guest teachers that meet the guidelines as
8 prescribed in this policy. Appearance on the guest teacher list does not guarantee employment.
9

10 The Board authorizes the use of guest teachers that appear on the list to replace teachers who are
11 temporarily absent. The principal shall arrange for the guest teacher to work for the absent
12 teacher. Under no condition is a teacher to select or arrange for their own guest teacher. A guest
13 teacher may be employed to carry on a teacher's duties not to exceed 35 consecutive teaching
14 days.
15

16 If the absence of the regular, licensed or authorized teacher continues for more than 35
17 consecutive teaching days, the board of trustees shall place a licensed teacher under contract or
18 seek an emergency authorization of employment in accordance with Administrative Rules of
19 Montana 10.57.107.
20

21 The Board annually establishes a daily rate of pay for guest teachers. No fringe benefits are
22 given to guest teachers.
23

24 Substitute employees for classified positions will be paid by the hour. When a classified
25 employee is called upon to substitute for a teacher, the guest teacher rate shall apply unless the
26 classified rate of pay is higher.
27

28 All guest teachers will be required to undergo fingerprint and background checks.
29

30 Legal Reference: 10.55.716, ARM Substitute teachers
31

32
33 Policy History:

34 Adopted on:

35 Reviewed on:

36 Revised on:

1 **Culbertson School District**

2
3 **PERSONNEL**

5321
page 1 of 2

4
5 Leaves of Absence

6
7 Sick and Bereavement Leave

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

11
12 Classified employees will be granted sick leave benefits in accordance with § 2-18-618, MCA.
13 For classified staff, “sick leave” is defined as a leave of absence, with pay, for a sickness
14 suffered by an employee or an employee’s immediate family. Sick leave may be used by an
15 employee when they are unable to perform job duties because of:

- 16
17 • A physical or mental illness, injury, or disability;
18
19 • Maternity or pregnancy-related disability or treatment, including prenatal care, birth, or
20 medical care for the employee or the employee’s child;
21
22 • Parental leave for a permanent employee as provided in § 2-18-606, MCA;
23
24 • Quarantine resulting from exposure to a contagious disease;
25
26 • Examination or treatment by a licensed health care provider;
27
28 • Short-term attendance, in an agency’s discretion, to care for a person (who is not the
29 employee or a member of the employee’s immediate family) until other care can
30 reasonably be obtained;
31
32 • Necessary care for a spouse, child or parent with a serious health condition, as defined in
33 the Family and Medical Leave Act of 1993; or
34
35 • Death or funeral attendance of an immediate family member or, at an agency’s discretion,
36 another person.

37
38 Nothing in this policy guarantees approval of the granting of such leave in any instance. The
39 District will judge each request in accordance with this policy and governing collective
40 bargaining agreements.

41
42 It is understood that seniority will accumulate while a teacher or employee is utilizing sick leave
43 credits. Seniority will not accumulate, unless an employee is in a paid status. Abuse of sick leave
44 is cause for disciplinary action up to and including termination of employment.

45
46 Immediate family is defined as an employee’s spouse and any member of the employee’s

household, or any parent, child, grandparent, grandchild, or corresponding in-law.

Personal and Emergency Leave

Teachers will be granted personal and emergency leave according to terms of the current collective bargaining agreement. Classified staff do not have access to personal and emergency leave.

Civic Duty Leave

Leaves for service on either a jury or in the Legislature will be granted in accordance with state and federal law.

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

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

Policy History:

Adopted on:

Reviewed on:

Revised on:

Culbertson School District

PERSONNEL

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Conditions for Use of Leave

Certified staff may use sick leave for those instances listed in the current collective bargaining agreement.

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

Accrual and Use of Sick Leave Credits

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

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

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

When an employee who has not worked the qualifying period for use of sick leave takes an approved continuous leave of absence without pay in excess of fifteen (15) working days, the amount of time an employee is on leave of absence will not count toward completion of the qualifying period. The approved leave of absence exceeding fifteen (15) working days is not a break in service, and the employee will not lose any accrued sick leave credits nor lose credit for time earned toward the qualifying period. An approved continuous leave of absence without pay of fifteen (15) working days or less will be counted as time earned toward the ninety-(90)-day qualifying period.

Calculation of Sick Leave Credits

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

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

Sick Leave Bank

All staff are authorized to donate sick leave credits to and use of sick leave credits in the sick leave bank.

Lump-Sum Payment on Termination of Classified Employees

When a classified employee terminates employment with the District, the employee is entitled to cash compensation for one-fourth (¼) of the employee's accrued and unused sick leave credits, provided the employee has worked the qualifying period. The value of unused sick leave is computed based on the employee's salary rate at the time of termination.

Industrial Accident

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

Sick Leave Substituted for Annual Leave

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

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

Procedure History:

Promulgated on:

Reviewed on:

Revised on:

Culbertson School District

PERSONNEL

5322

Military Leave

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

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

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

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

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

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

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

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

Policy History:

Adopted on:

Reviewed on:

Revised on:

PERSONNEL

5325

Breastfeeding Workplace

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

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

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

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

Policy History:

Adopted on:

Reviewed on:

Revised on:

PERSONNEL

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Family Medical Leave (Alternate 1)

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

Servicemember Family Leave

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

Eligibility

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

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

Coordination of Paid Leave

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

Medical Certification

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

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

Policy History:

Adopted on:

Reviewed on:

Revised on:

Culbertson School District
PERSONNEL

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Family Medical Leave

Who Is Eligible

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

Benefit

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

Reasons for Taking Leave

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

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

Military Family Leave

a. Military Caregiver Leave

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

b. Qualified Exigency leave

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

\

Qualifying Exigencies include:

- a. Short-notice deployment
- b. Military events and related activities
- c. Childcare and school activities
- d. Financial and legal arrangements
- e. Counseling
- f. Rest and recuperation
- g. Post-deployment activities; and
- h. Additional activities agreed to by the employer and the employee.

Substitution of Paid Leave

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

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

When Both Parents Are District Employees

If both parents of a child are employed by the District, they each are entitled to a total of twelve (12) weeks of leave per year. However, leave may be granted to only one (1) parent at a time, and only if leave is taken: (1) for the birth of a child or to care for the child after birth; (2) for placement of a child for adoption or foster care, or to care for the child after placement; or (3) to care for a parent (but not a parent-in-law) with a serious health condition.

If spouses are employed by the same employer, the aggregate number of weeks of leave that can be taken is twenty-six (26) weeks in a single twelve (12) month period for serviceperson leave or a combination of exigency and serviceperson leave. The aggregate number of weeks of leave that can be taken by a husband and wife who work for the same employer is twelve (12) weeks if for exigency leave only.

Employee Notice Requirement

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

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

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

Notice for Leave Due to Active Duty of Family Member

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

Requests

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

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

Medical Certification

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

Intermittent/Reduced Leave

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

Insurance

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

Return

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

Recordkeeping

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

Summer Vacation

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

SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES

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

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

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

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

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

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

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

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

Intermittent or Reduced Leave

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

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

Procedure History:

Adopted on:

Reviewed on:

Revised on:

1 **Culbertson School District**

3 **PERSONNEL**

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5 Long-Term Illness/Temporary Disability Leave

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

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

17 Policy History:

18 Adopted on:

19 Reviewed on:

20 Revised on:

1 **Culbertson School District**

2
3 **PERSONNEL**

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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 **Culbertson School District**

2
3 **PERSONNEL**

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4
5 Insurance Benefits for Employees

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

- 10
11 1. Classified employees who are employed less than half (½) time (that is, who are regularly
12 scheduled to work less than twenty (20) hours per week) will not be eligible for group
13 health, dental, and life insurance and will not be considered to be a member of defined
14 employee insurance benefit groups.
15
16 2. Any permanent employee who works half (½) time or more is eligible for group health
17 and dental insurance, irrespective of the unit to which the employee belongs. All medical
18 and dental insurance premiums will be prorated in the amount of the full contract in terms
19 of full-time equivalency multiplied by the District's maximum contribution as prescribed
20 by the applicable collective bargaining agreement or Board policy.

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

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

29
30
31
32 Legal Reference: § 2-18-702, MCA Group insurance for public employees and officers
33 § 2-18-703, MCA Contributions

34
35 Policy History:

36 Adopted on:

37 Reviewed on:

38 Revised on:

1 **Culbertson School District**

3 **PERSONNEL**

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5 Holidays

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

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

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

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

25 When one of the above holidays falls on Sunday, the following Monday will be a holiday. When
26 one of the above holidays falls on Saturday, the preceding Friday will be a holiday.

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

33 Legal Reference: § 20-1-305, MCA School holidays
34 37 A.G. Op. 150 (1978)

36 Policy History:

37 Adopted on:

38 Reviewed on:

39 Revised on:

Culbertson School District

PERSONNEL

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Vacations

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

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

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

Policy History:

Adopted on:

Reviewed on:

Revised on:

Culbertson School District

PERSONNEL

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Vacations

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

Vacation is earned according to the following schedule:

RATE-EARNED SCHEDULE

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

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

Maximum Accrual of Vacation Leave

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

Sick Leave Bank

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

Annual Pay-Out

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

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

Lump-Sum Payment Upon Termination

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

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

Procedure History:

Promulgated on:

Reviewed on:

Revised on:

PERSONNEL

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Page 1 of 3

Fair labor Standards Act

Compensatory Time and Overtime for Classified Employees

For the mutual benefit of the Culbertson School District and its classified, nonexempt employees, the following alternatives to overtime compensation are adopted:

- A. Whenever an employee has worked for a total of 40 hours before the end of his/her work week, the district may relieve that employee from duty at that time for the remainder of the work week or for any remaining portion of the work week.
- B. Whenever an employee works for more than 40 hours in any work week, the District may credit in excess of 40 hours as compensatory time. Compensatory time will be calculated as one and one-half hours for each hour in excess of 40 hours in any work week. The employee must complete the Overtime Compensation Approval Form to obtain prior approval from the Superintendent. The employee may use these credits and new hours may be credited from time-to-time, and so his/her balance may vary. However, an employee's balance may not exceed 80 hours at the end of the employee's work agreement.
- C. An employee may use his/her compensatory time credits under the following rules:
 1. For each hour of compensatory time credit, one hour may be taken off without loss of pay, as the time-and-a-half rate was earned in the original calculation of compensatory time.
 2. The employee will give his/her appropriate supervisor as much advance notice as possible of his/her desire to use compensatory time credits, and use applicable leave request form.
 3. Use of compensatory time credits may be denied when the needs of the District require the presence of the employee.
- D. The District may require an employee to take time off and to use his/her compensatory time credits at such time.
- E. Should an employee leave the employ of the District with compensatory time credits remaining, all such credits shall be cashed out at the employee's current rate of pay.
- F. All overtime hours that are accrued beyond those specified in contract must be approved by the superintendent prior to the work being completed and compensated.

Blended Time

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

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

Record-Keeping Requirements Under the Fair Labor Standards Act

1. Records required for ALL employees:

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

2. Additional records required for non-exempt employees:

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

Legal Reference: 29 U.S.C § 201, *et seq.*
24.9.805, ARM
Title 39, Chapter 3, Part 4
24.16.2501—2581, ARM

Fair Labor Standards Act
Employment Records
Minimum Wage and Overtime
Compensation
Overtime Compensation

Policy History:

Adopted: April 1, 1986
Revised: February 22, 2000
September 21, 2004
August 18, 2009

1 **Culbertson School District**

2
3 **PERSONNEL**

5337

4
5 Workers' Compensation Benefits

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

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

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

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

30 The District will not automatically and simply defer to a report of industrial accident but will
31 investigate as it deems appropriate to determine: (1) whether continuing hazardous conditions
32 exist which need to be eliminated; and (2) whether in fact an accident attributable to the District
33 working environment occurred as reported. The District may require the employee to authorize
34 the employee's physician to release pertinent medical information to the District or to a
35 physician of the District's choice, should an actual claim be filed against the Workers'
36 Compensation Division, which could result in additional fees being levied against the District.
37
38
39

40 Legal Reference: §§ 39-71-101, *et seq.*, MCA Workers' Compensation Act
41

42 Policy History:

43 Adopted on:

44 Reviewed on:

45 Revised on:

Culbertson School District

PERSONNEL

5338

Payment of Interest on Employer Contributions for Workers' Compensation Time

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

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

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

Cross Reference: 5254F Employer Payment Policy Form

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

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 **Culbertson School District**

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3 **PERSONNEL**

5420

4
5 Paraprofessionals

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

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

15
16 It is the responsibility of each principal and teacher to provide adequate training for a
17 paraprofessional. This training should take into account the unique situations in which a
18 paraprofessional works and should be designed to cover the general contingencies that might be
19 expected to pertain to that situation. During the first thirty (30) days of employment, the
20 supervising teacher or administrator shall continue to assess the skills and ability of the
21 paraprofessional to assist in reading, writing, and mathematics instruction.

22
23 The Superintendent shall develop and implement procedures for an annual evaluation of
24 paraprofessionals. Evaluation results shall be a factor in future employment decisions.

25
26 If the school receives Title I funds, the District shall notify parents of students attending the
27 school annually that they may request the District to provide information regarding the
28 professional qualifications of their child’s paraprofessionals, if applicable.

29
30 Legal Reference: 20 U.S.C. § 6319 Qualifications for teachers and paraprofessionals

31
32
33
34 Policy History:

35 Adopted on:

36 Reviewed on:

37 Revised on:

1 Culbertson School District

3 PERSONNEL

5420F

7 **ESSA Qualification Notifications**

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

11 TO: _____ FROM _____
12 *Parent's Name* *School Name*
13 DATE _____ RE _____ GRADE _____
14 *Student's Name*

17 Dear Parent/Guardian,

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

23 If you would like to request this information, please contact _____
24 by phone at _____ or by e-mail at _____.

27 Sincerely, _____
28 Principal/designee

31 Policy History:

32 Adopted on:

33 Reviewed on:

34 Revised on:

1 **Culbertson School District**

2
3 **PERSONNEL**

5430

page 1 of 2

4
5 Volunteers

6
7 The District recognizes the valuable contributions made to the total school program by members
8 of the community who act as volunteers. By law, a volunteer is an individual who:

- 9
- 10 1. Has not entered into an express or implied compensation agreement with the District;
 - 11
 - 12 2. Is excluded from the definition of “employee” under appropriate state and federal
 - 13 statutes;
 - 14
 - 15 3. May be paid expenses, reasonable benefits, and/or nominal fees in some situations; and
 - 16
 - 17 4. Is not employed by the District in the same or similar capacity for which he/she is
 - 18 volunteering.
 - 19

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

24
25 Volunteers who have unsupervised access to children are subject to the District’s policy
26 mandating background checks.

27
28 Chaperones

29
30 The Superintendent may direct that appropriate screening processes be implemented to assure
31 that adult chaperones are suitable and acceptable for accompanying students on field trips or
32 excursions.

33
34 When serving as a chaperone for the District, the parent(s)/guardian(s) or other adult volunteers,
35 including employees of the District, assigned to chaperone, shall not use tobacco products in the
36 presence of students, nor shall they consume any alcoholic beverages or use any illicit drug
37 during the duration of their assignment as a chaperone, including during the hours following the
38 end of the day’s activities for students. The chaperone shall not encourage or allow students to
39 participate in any activity that is in violation of District policy during the field trip or excursion,
40 including during the hours following the end of the day’s activities. Chaperones shall be given a
41 copy of these rules and sign a letter of understanding verifying they are aware of and agree to
42 these District rules before being allowed to accompany students on any field trip or excursion.

43
44 Any chaperone found to have violated these rules shall not be used again as a chaperone for any
45 District-sponsored field trips or excursions and may be excluded from using District-sponsored
46 transportation for the remainder of the field trip or excursion and be responsible for their own

transportation back home. Employees found to have violated these rules may be subject to disciplinary action.

Cross Reference: 5122 Criminal Background Investigations
5430F Volunteer/Chaperone Letter of Understanding

Policy History:

Adopted on:

Reviewed on:

Revised on:

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

5430F

I, _____ (the Volunteer) hereby agree to serve Culbertson 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 **Culbertson School District**

2
3 **PERSONNEL**

5440

4
5 Student Teachers/Interns

6
7 The District recognizes its obligation to assist in the development of members of the teaching
8 profession. The District shall make an effort to cooperate with accredited institutions of higher
9 learning in the education of student teachers and other professionals in training (such as interns)
10 by providing a reasonable number of classroom and other real-life situations each year. The
11 Board of Trustees will approve student teachers and interns in the District.

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

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

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

35
36
37 Cross Reference: 5122 Fingerprints and Criminal Background Investigations

38
39 Legal Reference: § 20-4-101(2) and (3), MCA System and definitions of teacher and
40 specialist certification – student teacher
41 exception
42

43 Policy History:

44 Adopted on:

45 Reviewed on:

46 Revised on:

1 **Culbertson School District**

2
3 **PERSONNEL**

5450

Page 1 of 2

4
5 Employee use of Electronic Mail, Internet, Networks, and District Equipment

6
7 E-mail is an electronic message that is transmitted between two (2) or more computers or
8 electronic terminals, whether or not the message is converted to hard-copy format after receipt,
9 and whether or not the message is viewed upon transmission or stored for later retrieval. E-mail
10 includes all electronic messages that are transmitted through a local, regional, or global computer
11 network.

12
13 The District e-mail and Internet systems are intended to be used for educational purposes only,
14 and employees have no expectation of privacy. Employees have no expectation of privacy in
15 district owned technology equipment, including but not limited to district-owned desktops,
16 laptops, memory storage devices, and cell phones.

17
18 Users of District e-mail and Internet systems are responsible for their appropriate use. All illegal
19 and improper uses of the e-mail and Internet system, including but not limited to network
20 etiquette violations including mail that degrades or demeans other individuals, pornography,
21 obscenity, harassment, solicitation, gambling, and violating copyright or intellectual property
22 rights, are prohibited. Abuse of the e-mail or Internet systems through personal use, or use in
23 violation of the law or District policies, will result in disciplinary action, up to and including
24 termination of employment.

25
26 All e-mail/Internet records are considered District records and should be transmitted only to
27 individuals who have a need to receive them. If the sender of an e-mail or Internet message does
28 not intend for the e-mail or Internet message to be forwarded, the sender should clearly mark the
29 message "Do Not Forward."

30
31 In order to keep District e-mail and Internet systems secure, users shall not leave the terminal
32 "signed on" when unattended and may not leave their password available in an obvious place
33 near the terminal or share their password with anyone except the system administrator. The
34 District reserves the right to bypass individual passwords at any time and to monitor the use of
35 such systems by employees.

36
37 Additionally, District records and e-mail/Internet records are subject to disclosure to law
38 enforcement or government officials or to other third parties through subpoena or other process.
39 Consequently, the District retains the right to access stored records in cases where there is
40 reasonable cause to expect wrongdoing or misuse of the system and to review, store, and disclose
41 all information sent over the District e-mail systems for any legally permissible reason, including
42 but not limited to determining whether the information is a public record, whether it contains
43 information discoverable in litigation, and to access District information in the employee's
44 absence. Employee e-mail/Internet messages may not necessarily reflect the views of the
45 District.

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

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

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 **Culbertson School District**

2
3 **PERSONNEL**

5460

Page 1 of 2

4
5
6 Electronic Resources and Social Networking

7
8 The _____ School District recognizes that an effective public education system develops
9 students who are globally aware, civically engaged, and capable of managing their lives and
10 careers. The District also believes that students need to be proficient users of information,
11 media, and technology to succeed in a digital world.

12
13 Public school employees are held to a high standard of behavior. The Montana Department of
14 Education *Professional Educators of Montana Code of Ethics* requires District staff to maintain a
15 professional relationship with each student, both in and outside the classroom. The District
16 encourages all staff to read and become familiar with the Code of Ethics.

17
18 The school district staff shall not socialize with students on social networking websites (during
19 school or out-of-school) in a manner contrary to this policy. Staff are reminded that the same
20 relationship, exchange, interaction, information, or behavior that would be unacceptable in a
21 non-technological medium, is unacceptable when done through the use of technology. In fact,
22 due to the vastly increased potential audience digital dissemination presents, extra caution must
23 be exercised by staff to ensure they don't cross the line of acceptability.

24
25 Specifically, the following forms of technology-based interactivity or connectivity are expressly
26 forbidden when used in a manner not related to the delivery of educational services or district
27 operations. **(DISTRICT SELECT WHICH BULLETS ARE FORBIDDEN. IF AN ITEM IS**
28 **PERMITTED IT CAN BE INCLUDED IN A SEPARATE PARAGRAPH)**

- 29
30
 - Sharing personal landline or cell phone numbers with students for non-educational
 - 31 purposes;
 - 32 • Text messaging students for non-educational purposes;
 - 33 • Emailing students other than through and to school controlled and monitored accounts;
 - 34 • Soliciting students as friends or contacts on social networking sites for non-educational
 - 35 purposes;
 - 36 • Accepting the solicitation of students as friends or contacts on social networking sites for
 - 37 non-educational purposes;
 - 38 • Creation of District-approved and sanctioned groups or pages on social networking sites
 - 39 that permit the broadcast of information without granting students access to staff
 - 40 member's personal information;
 - 41 • Sharing with student's access information to personal websites or other media through
 - 42 which the staff member would share personal information and occurrences.

43
44 Accessing social networking websites for individual use during school hours is prohibited, unless
45 asked to do so by administration. Except in an emergency, staff shall not access social
46 networking sites using district equipment or personal equipment, including during breaks or

preparation periods. All school district employees who participate in social networking websites, shall not post any school district data, documents, photographs, logos, or other district owned or created information on any website. Further, the posting of any private or confidential school district material on such websites is strictly prohibited.

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

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

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

Policy History:

Adopted on:

Reviewed on:

Revised on:

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5500

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

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

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

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

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

Adopted on:
Reviewed on:
Revised on:

PERSONNEL

5510

page 1 of 5

HIPAA*Note:*

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

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

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

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

The HIPAA Privacy Rule

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

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

Under the HIPAA Privacy Rule:

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

Compliance

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

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

Designating a limited number of privacy contacts allows the District to control who is receiving

PHI from the contract claims payor for plan operations purposes. The contract claims payor will provide only the minimum PHI necessary for the stated purpose and, as required under the Privacy Rule, will provide PHI only to individuals with a legitimate need to know for plan operations purposes.

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

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

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

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

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

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

representative, or other individual).

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

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

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

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

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

Complaints

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

_____[Name and Title]
_____[School District]
_____[Address]
_____[Address]

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

Policy History:

Adopted on:

Reviewed on:

Revised on:

Request for Protected Health Information

5510F

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

I, _____, hereby authorize _____
Name of Employee, Student 18 or older, or Parent/Guardian *Name of Physician/Practice*
to use and/or disclose my protected health information described below to

School District

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

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

- ☐ Any and all records in the possession of the above-named physician or physician's practice, including mental health, HIV, and/or substance abuse records. (Please cross out any item you do not authorize to be released.)
- ☐ Records regarding treatment for the following condition or injury
_____ on or about _____.
- ☐ Records covering the period of time _____ to _____.
- ☐ Other (Specify and include dates.) _____.

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

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

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

This authorization expires on the following date or event: _____.

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

Signature of Patient or Personal Representative

Date

Name of Patient or Personal Representative

Personal Representative's Authority

1 **Culbertson School District**

3 **PERSONNEL**

5630

5 Employee Use of Mobile Devices

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.

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.

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.

20 Emergency Use

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.

25 Use of Personal Mobile Devices

27 Employees are prohibited from using their personal mobile devices during the instructional
28 period or when supervising students. When necessary, employees may use their personal mobile
29 devices only during non-instructional time or when not supervising students. In no event shall an
30 employee's use of a mobile device interfere with the employee's job obligations and
31 responsibilities. If such use is determined to have interfered with an employee's obligations and
32 responsibilities, the employee may be disciplined in accordance with the terms of the collective
33 bargaining agreement and Board policies.

35 Policy History:

36 Adopted on:

37 Reviewed on:

38 Revised on:

Professional Educators of Montana Code of Ethics

Professional educators recognize and accept their responsibility to create learning environments to help all students reach their full potential. They understand the trust and confidence placed in them by students, families, colleagues, and the community. To achieve their professional purpose, educators strive to maintain the highest ethical standards. The Professional Educators of Montana Code of Ethics sets out these fundamental principles which guide their behavior.

Principle I. Commitment to Students and Families. The ethical educator:

- A. Makes the well-being of students the foundation of all decisions and actions.
- B. Promotes a spirit of inquiry, creativity, and high expectations.
- C. Assures just and equitable treatment of every student.
- D. Protects students when their learning or well-being is threatened by the unsafe, incompetent, unethical or illegal practice of any person.
- E. Keeps information confidential that has been obtained in the course of professional service, unless disclosure serves a compelling purpose in the best interest of students, or is required by law.
- F. Respects the roles, responsibilities and rights, of students, parents and guardians.
- G. Maintains appropriate educator-student relationship boundaries in all respects, including speech, print, and digital communications.

Principle II. Commitment to the Profession. The ethical educator:

- A. Fulfills professional obligations with diligence and integrity.
- B. Demonstrates continued professional growth, collaboration and accountability.
- C. Respects the roles, responsibilities, and rights of colleagues, support personnel, and supervisors.
- D. Contributes to the development of the profession's body of knowledge.
- E. Manages information, including data, with honesty.
- F. Teaches without distortion, bias, or prejudice.
- G. Represents professional qualifications accurately.

Principle III. Commitment to the Community. The ethical educator:

- A. Models the principles of citizenship in a democratic society.
- B. Understands and respects diversity.
- C. Protects the civil and human rights of students and colleagues.
- D. Assumes responsibility for personal actions.
- E. Demonstrates good stewardship of public resources.
- F. Exemplifies a positive, active role in school-community relations.
- G. Adheres to the terms of contracts, district policies and procedures, and relevant statutes and regulations.

Adopted by the Certification Standards and Practices Advisory Council July 13, 2016

**CULBERTSON PUBLIC SCHOOLS
DISTRICTS 17 J/R/C
BOARD AGENDA FACT SHEET**

MEETING DATE: 9-15-2020

AGENDA ITEM #: 15

AGENDA TITLE: Health and Safety Plan

SUMMARY: Attached please find a copy of the plan that was adopted by the Board in August.

Mike and I have been visiting with staff and have been addressing their concerns to the best of our ability. We have made some adjustments to lunch time dismissals of the K-2 elementary students to reduce traffic congestion in the hallways, as it was coinciding with the transition of junior high and high school students between 2nd period and 3rd period.

Consistency of wearing masks by students seems to be one of the biggest concerns of the staff. One aspect that the Board may wish to weigh in on is the consequences for students (and staff) that are not consistently wearing masks when social distancing is not possible in classrooms or in the hallways.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Salvevold					
Bergum					
Colvin					

Culbertson School District

Health & Safety Plan

August 2020

The Culbertson School Board of Trustees recognizes the challenges and the impacts that COVID-19 has on the health and safety of the students and the staff of the Culbertson School District. To this end, the Board shall:

1. Develop, adopt, and implement a School District Health and Safety Plan.
 - a. Identify a Pandemic Coordinator and Pandemic Team that will meet regularly to monitor the effectiveness of the Health and Safety Plan and recommend changes, as needed.
 - b. Consider adoption of the 1900 COVID-19 Emergency Series of Model Board Policies from MTSBA that specifically address this pandemic.
 - c. Consider the declaration of a continuous state of emergency through June 30, 2021 in case there were to be a COVID-19 outbreak in our school and/or community.
 - d. Consider authorizing off-site instruction if an outbreak makes onsite instruction unfeasible.
 - e. Consider authorizing the administration to determine and declare proficiency learning status at each grade level and in each subject area. This will serve as an alternative to meeting aggregate hours of pupil instruction.
 - f. Consult with local health officials and the County Health Department on the development and implementation of this School District Health and Safety Plan.
 - g. Follow all CDC guidelines if a student or staff member tests positive for COVID-19.

The Culbertson School District Health and Safety Plan shall have three phases of implementation in accordance with the Governor's Plan for Reopening Schools.

Phase One and Phase Two

Academic:

- I. Off-Site Learning Only
 - a. Technology devices will be distributed, upon request, to all students in grades 3-12.
 - b. Classes will meet via technology when available and appropriate.
 - c. Learning materials will be delivered electronically, by mail, or personally delivered to students/families.
 - d. Staff will receive training to serve students through remote learning.

- e. Communication from teachers to students and parents will be via emails and phone calls on a weekly basis at a minimum.
- f. Consideration for IEP and Section 504 accommodations will be recognized and implemented for each student in each applicable subject.

Academic:

- I. On-Site Learning Only
 - g. Accommodations will be made for students and staff in an at-risk group or for those caring for someone in an at-risk group.
 - h. Use of the Google platform for lessons at least one day per week at the junior high and high school levels as a bridge for potential off-site learning.
 - i. Consider elementary students remaining in their homerooms during specialist time, if possible.

Physical and Structural:

- I. On-Site Learning Only
 - a. Consider staggering the arrival and unloading of buses at the school.
 - b. Consider increased parking distance between buses for the purpose of loading buses at the conclusion of school each day.
 - c. Implementation of strategies to keep students from congregating at school entrances before school and at the conclusion of lunch and/or recess time.
 - d. Clean and sanitize facilities daily in accordance with CDC guidelines.
 - e. Allow for the optional wearing of masks by students and staff while on campus.
 - f. HVAC filters will be changed in accordance with CDC guidelines.
 - g. Protocols will be implemented to reduce the number of students and staff touching door surfaces when entering and leaving the building during recess times.
 - h. Student seating in classrooms will be done to maximize social distancing.
 - i. Protocols will be implemented to minimize student contact while transitioning between classes during the school day.
 - j. The lunchroom will utilize all available tables to maximize social distancing during lunchtime.
 - k. Schedules will be made for regular handwashing and sanitizing for staff and students throughout the school day.

Social, Emotional, and Behavioral:

- I. On-Site or Off-Site Learning
 - a. Staff training will be offered to identify students struggling with trauma.
 - b. Resources and training will be offered for students and staff recovering from traumatic events.

- c. Information will be provided to parents in an effort to assist students cope with tragedies.
- d. Share information about support services available for staff, students, and parents.
- e. Expand mental health outreach and treatment strategies for staff and students struggling with trauma.

Transportation:

- I. On-Site Learning Only
 - a. Assign seating charts on the buses with family members sharing seats if necessary.
 - b. Maximum social distancing will be utilized on all buses.
 - c. Cleaning of buses in accordance with CDC guidelines.
 - d. Utilize the flexibility in the transportation fund to provide instructional services to students.

Business:

- I. On-Site or Off-Site Learning
 - a. Adopt and implement the COVID-19 Emergency 1900 series policies to support and enhance the district's financial options.
 - b. Review technology and operational needs.
 - c. Communicate with the Roosevelt County and local area EMS managers to assess the PPE supply chain.

Extra-curricular Activities:

- I. On-Site Learning
 - a. Review each event that may be held at the school facilities to develop protocols and guidelines based on number attendees and the logistics of the district's various indoor and outdoor settings.
 - b. Make every attempt to accommodate at-risk individuals who may not be able to attend events on school grounds.
 - c. Consider social distancing guidelines for meals, etc.
 - d. Encourage on-line/virtual events when available.
 - e. Utilize outdoor venues when possible for increased social distancing and air flow.
 - f. Frequently disinfect all equipment in accordance with CDC guidelines.
 - g. Exercise social distancing on bus travel to the greatest extent possible with family members sharing seats when necessary.
 - h. Minimize the length of bus travel whenever possible.

Phase Three (On-Site Learning Only):

- I. Follow CDC guidelines at all times.

**CULBERTSON PUBLIC SCHOOLS
DISTRICTS 17 J/R/C
BOARD AGENDA FACT SHEET**

MEETING DATE: 9-15-2020

AGENDA ITEM #: 16

AGENDA TITLE: 2020-2021 Classified Staff Contract(s)

SUMMARY: a. Custodian (student)

Norine would like to recommend hiring Joseph McCarty as a part-time custodian.

b. Activity Secretary's Helper (part-time)

Lora and Kaylynn would like to recommend hiring Taleasha DePriest-Grubb for this position.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Salvevold					
Bergum					
Colvin					

**CULBERTSON PUBLIC SCHOOLS
DISTRICTS 17 J/R/C
BOARD AGENDA FACT SHEET**

MEETING DATE: 9-15-2020

AGENDA ITEM #: 17

AGENDA TITLE: 2020-2021 Extra-Curricular Contract(s)

SUMMARY: a. Junior Class Advisor

Mike would like to recommend Keri Hauenstein.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Salvevold					
Bergum					
Colvin					

**CULBERTSON PUBLIC SCHOOLS
DISTRICTS 17 J/R/C
BOARD AGENDA FACT SHEET**

MEETING DATE: 9-15-2020

AGENDA ITEM #: 18

AGENDA TITLE: 2020-2021 Guest Teacher Application(s)

SUMMARY: We have received applications from Aaliyah Moon, Angela Miller, Taylor Stinson, and Maria Chilson. I recommend approval of all applicants pending background check.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Salvevold					
Bergum					
Colvin					

**CULBERTSON PUBLIC SCHOOLS
DISTRICTS 17 J/R/C
BOARD AGENDA FACT SHEET**

MEETING DATE: 9-15-2020

AGENDA ITEM #: 19

AGENDA TITLE: Activity Director Stipend

SUMMARY: There will be a Negotiation Committee Meeting prior to the Board meeting. I assume a recommend will be forthcoming from the Committee.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Salvevold					
Bergum					
Colvin					

**CULBERTSON PUBLIC SCHOOLS
DISTRICTS 17 J/R/C
BOARD AGENDA FACT SHEET**

MEETING DATE: 9-15-2020

AGENDA ITEM #: 20

AGENDA TITLE: Section 504 Coordinator

SUMMARY: There are some new Title IX guidelines that are being released for all public entities, including schools, to follow. One of them is for the Board to name a Section 504 Coordinator for the District. I recommend the Board name Larry Crowder to this position with no compensation.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Salvevold					
Bergum					
Colvin					

**CULBERTSON PUBLIC SCHOOLS
DISTRICTS 17 J/R/C
BOARD AGENDA FACT SHEET**

MEETING DATE: 9-15-2020

AGENDA ITEM #: 21

AGENDA TITLE: Student Attendance Agreement(s)

SUMMARY: Since the August 11th Board meeting we have received student attendance agreements from the following schools:

Sidney: One family with one student

Lambert: Three families with a total of seven students

I recommend acknowledgement of these agreements only if no transportation and/or tuition is charged by the District of Residence
OR if the parent/guardian or state is responsible for tuition.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Salvevold					
Bergum					
Colvin					

**CULBERTSON PUBLIC SCHOOLS
DISTRICTS 17 J/R/C
BOARD AGENDA FACT SHEET**

MEETING DATE: 9-15-2020

AGENDA ITEM #: 22

AGENDA TITLE: 2020-2021 Bus Route Changes

SUMMARY: Since the August 11th Board meeting there have been a few changes to the Bus Routes. Attached please find the newer, updated routes for the Board's review and consideration.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Salvevold					
Bergum					
Colvin					

Culbertson Public Schools

Bus Routes

2020-2021

Route #1
(Iverson)
84.4 miles/day

Byrd 7:20 am
Bergum 7:25 am
Featherston 7:30 am
Bain 7:50 am
McLean 7:53 am
Lucas 7:55 am
Moon 8:00 am
Anderson 8:05 am

Route #2
(L. Hekkel)
166.1 miles/day

Snyder 7:00 am
Sorensen 7:10 am
Cady 7:23 am
Purvis 7:30 am
Mestas 7:32 am
Labatte 7:35 am
Portra 7:45 am
Anderson 7:50 am
C. Peterson 7:55 am
A. Peterson 7:58 am
Carranza 8:00 am
Lapp 8:05 am

Route #3
(Birch)
78.8 miles/day

Mile Marker 629 6:55 am
Clark 7:10 am
Fork Kipp 7:15 am
Demarrias 7:30 am
Burshia 7:35 am
Menz 7:40 am
Bets His Medicine 7:45 am
Scott 7:48 am
Turning Heart 7:50 am
Perry 7:55 am

Route #4
(Finnicum)
154.0 miles/day

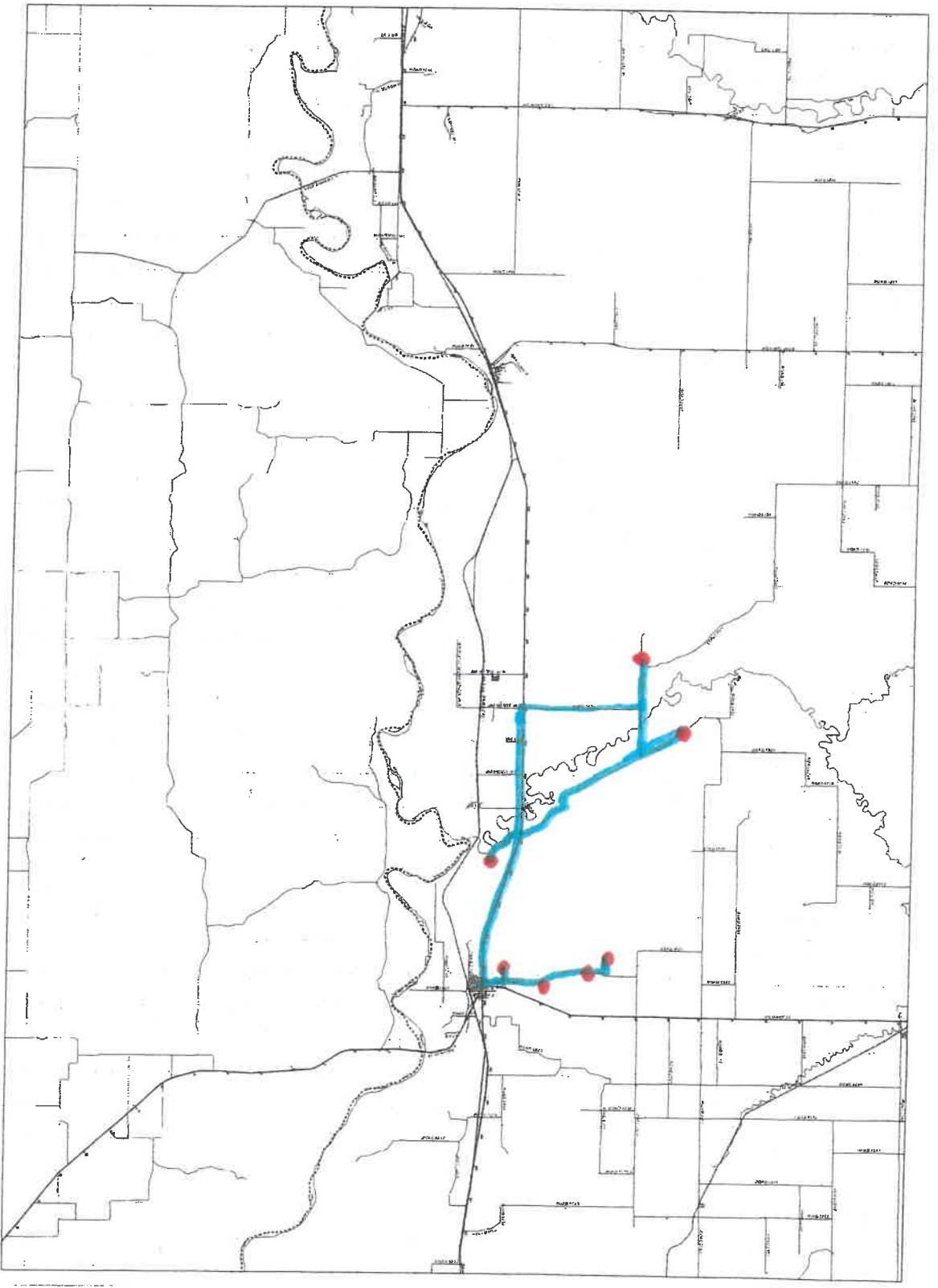
Burciaga 7:00 am
W. Stepler 7:15 am
V. Stepler 7:20 am
Miller 7:25 am
Sorteberg 7:45 am
Taberna 7:50 am
Raaum 7:55 am

Route #5
(Finnicum)
162.0 miles/day

Bidegaray 6:50 am
Poplar Bridge 7:20 am

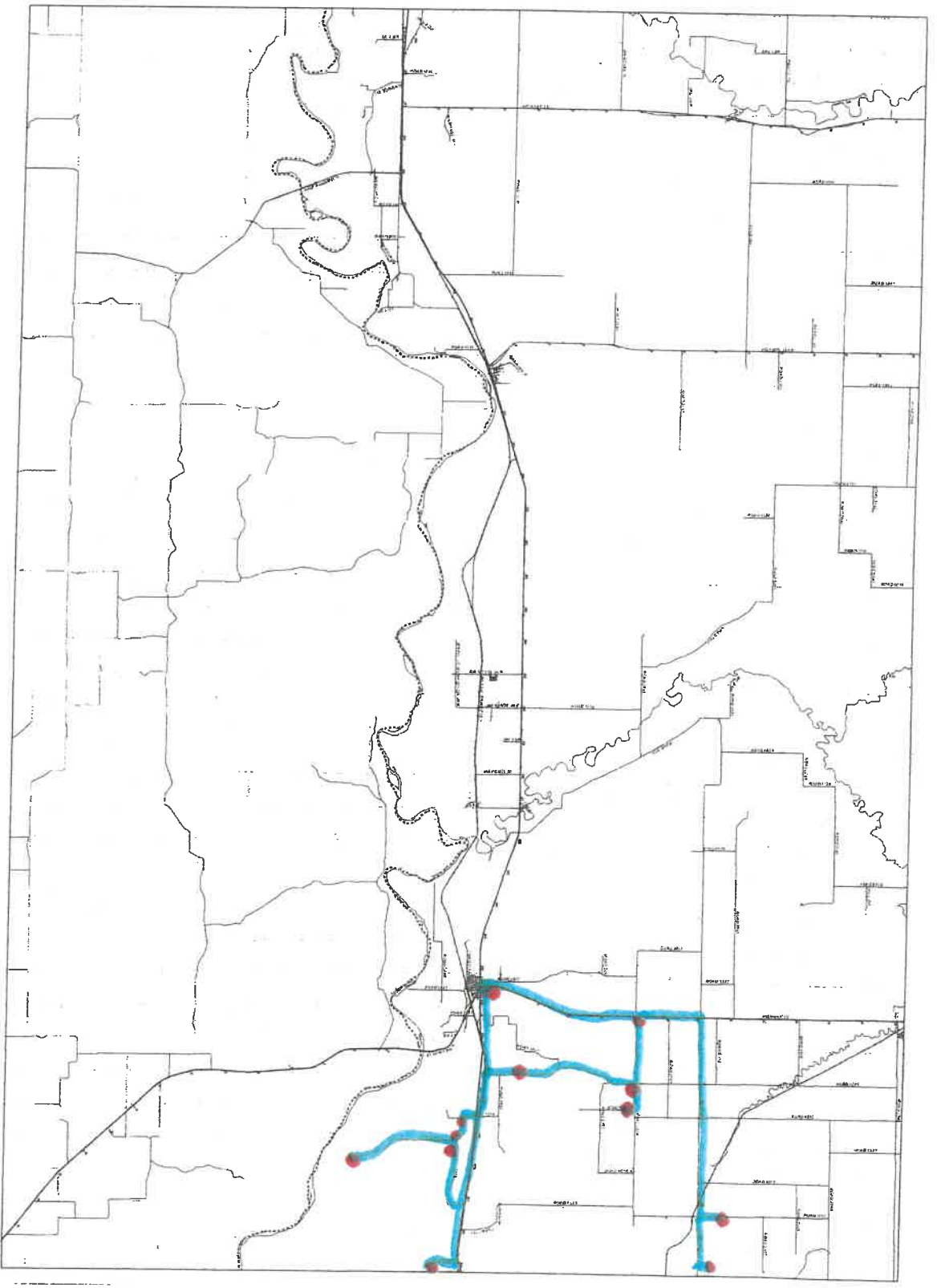
Route #6
(C. Hekkel)
43.6 miles/day

Vanden Bos 7:30 am
Knudsen 7:50 am



Culbertson Public Schools
2020-2021

Bus Route #1
84.4 miles/day

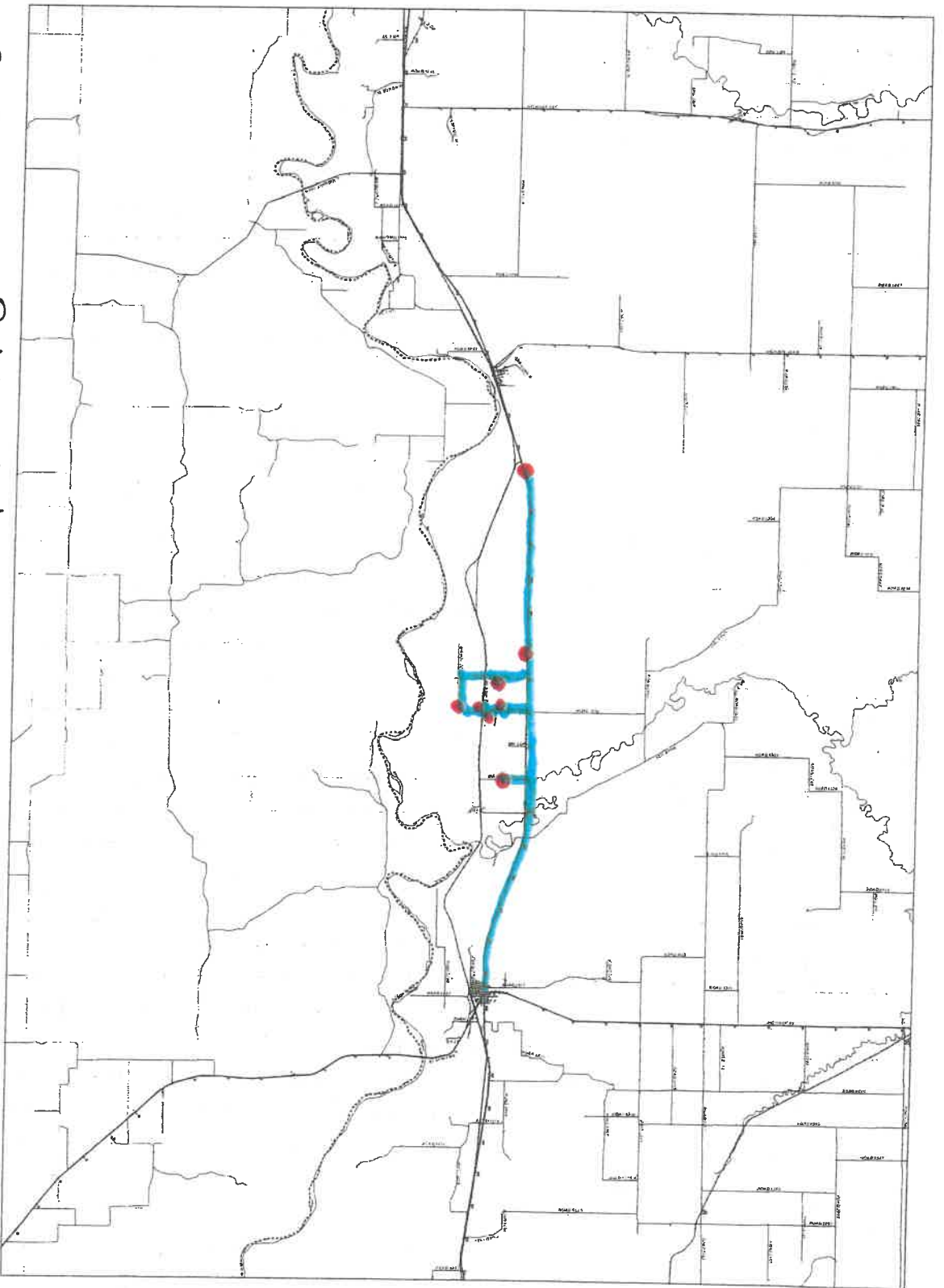


Culbertson Public Schools

Bus Route #2

2020-2021

166.1 miles/day

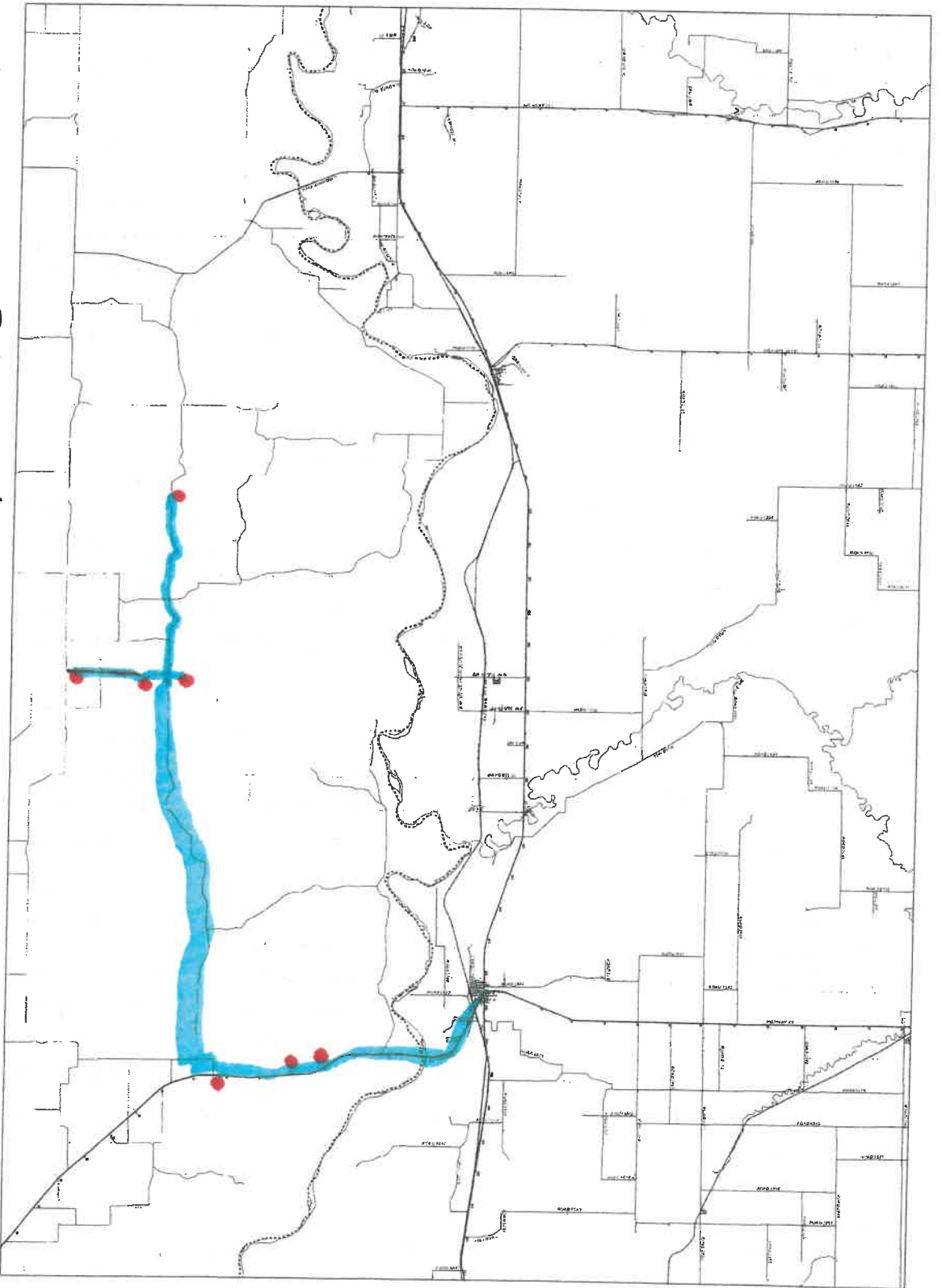


Culbertson Public Schools

2020-2021

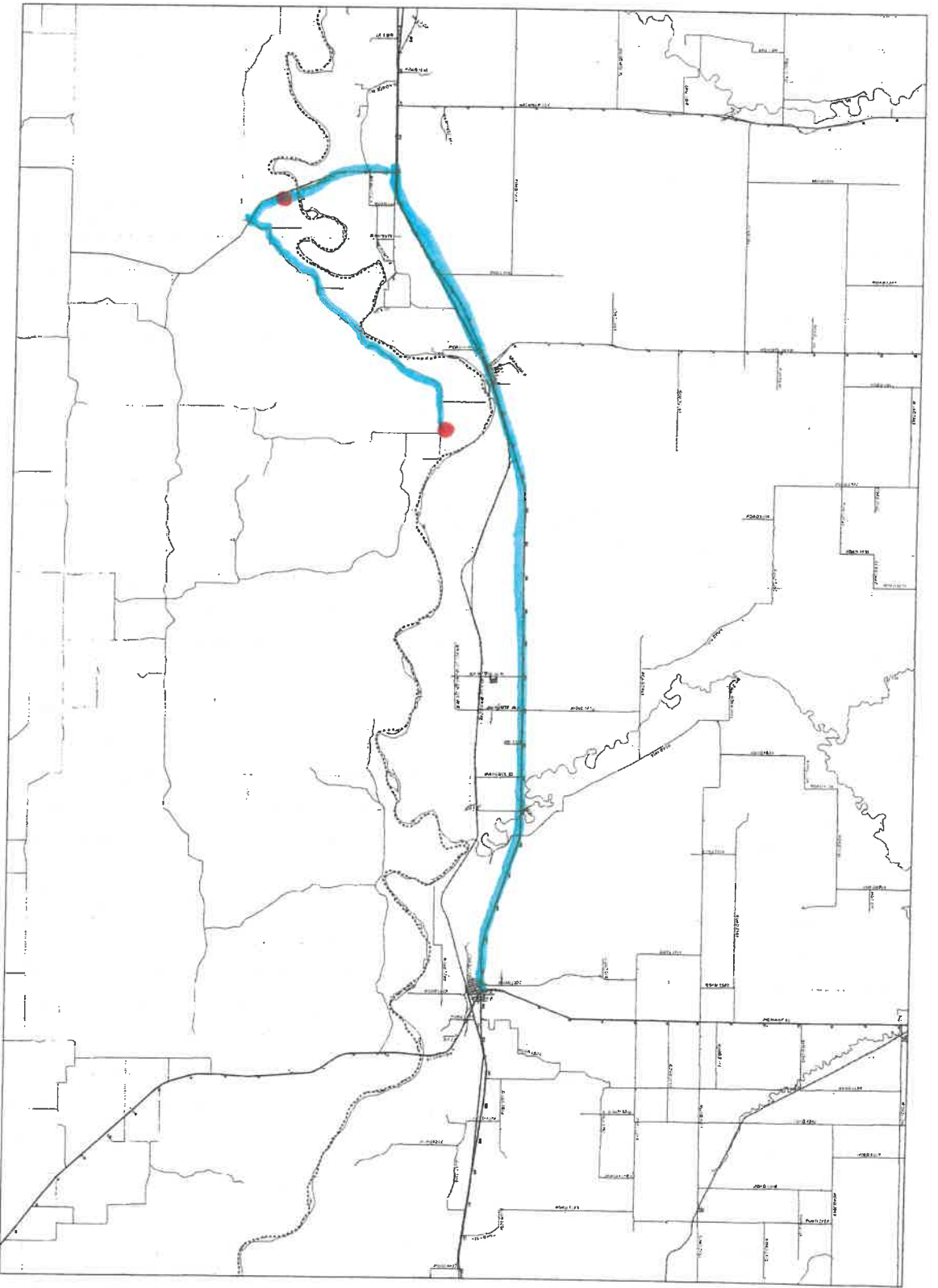
Route #3

78.8 miles/day



Culbertson Public Schools
2020-2021

Bus Route #4
154.0 miles/day

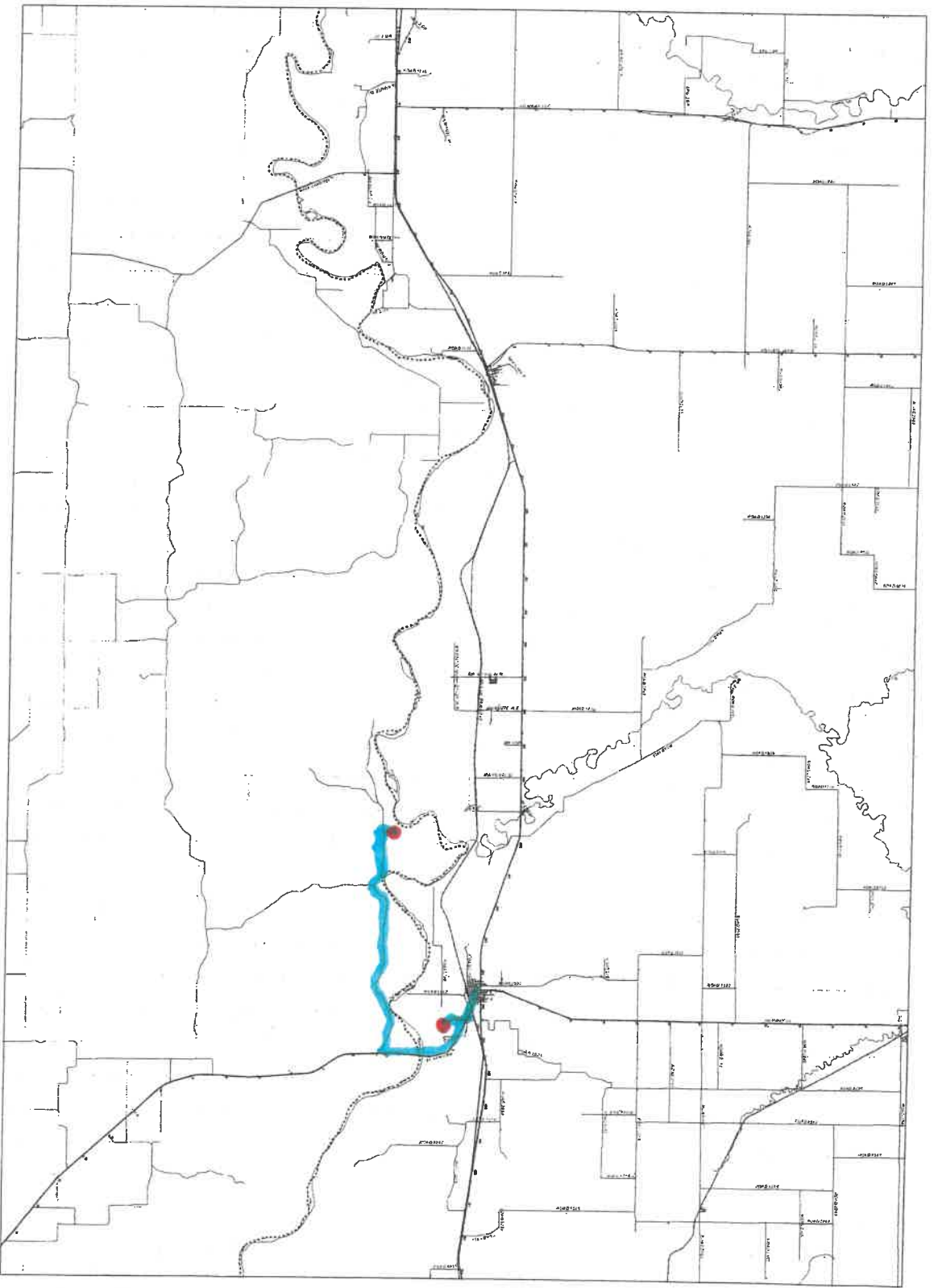


Culbertson Public Schools

2020-2021

Bus Route #5

162.0 miles/day



Culbertson Public Schools

2020 - 2021

Bus Route #6

43.6 miles/day

**CULBERTSON PUBLIC SCHOOLS
DISTRICTS 17 J/R/C
BOARD AGENDA FACT SHEET**

MEETING DATE: 9-15-2020

AGENDA ITEM #: 23

AGENDA TITLE: Soles 4 Souls Program

SUMMARY: Attached please find information about this program. Keri Hauenstein would like to ask the Board to consider participation in this program.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Salvevold					
Bergum					
Colvin					

CULBERTSON PUBLIC SCHOOLS

P.O. Box 459
423 First Avenue West
Culbertson, Montana 59218-0459
Phone: (406) 787-6241 • Fax: (406) 787-6244

August 28, 2020

Dear Mr. Crowder,

As we are all aware, things are quite different this year for our students. Not only due to the changes within our school, but the changes within homes of our students due to the affects COVID-19 has put on families.

Last year, I found that there was a need beyond school supplies. Students were in need of shoes for daily wear, PE class, or even sports. Warm coats and jackets were also often requested. With the current situation at hand, I can only expect that the need for these items will rise.

I have been diligently searching for ways to help address these issues, even though they are not new issues within our school, the need has become more prominent.

I have recently reached out to Soles 4 Souls, which is a Nashville-based charity, founded by Wayne Elsey in 2006, that collects new and used shoes and redistributes them through direct donations to people in need and through micro-enterprise partners. Since they began, Soles4Souls has distributed over 30 million pairs of shoes to people in over 127 countries, including Kenya, Thailand, Nepal, Haiti, Japan and the United States. In September 2014, they were awarded The Memorial Foundation Leadership Award from the Center for Nonprofit Management. Companies that are direct contributors to Soles 4 Souls are New Balance and Macy's, just to name a few.

I strongly believe that partnering with Soles 4 Souls will be a tremendous asset to our students who may need a little extra help this school year and provide relief to families of the additional expenses that come with children in school, especially this 2020-2021 Academic year.

Thank you for giving me the opportunity to find ways to help support our students. I am hopeful that this is a resource we can utilize to help fill the gap of student needs.

Please refer to the attached documentation for information regarding partnering with Soles 4 Souls.

Best Regards,



Keri Hauenstein

JOM Coordinator

Culbertson Public School



Keri Hauenstein <hauensteink@culbertson.k12.mt.us>

RE: Request Shoes from Keri Hauenstein

1 message

Tiffany Turner <tiffanyt@soles4souls.org>

Thu, Aug 27, 2020 at 1:00 PM

To: "hauensteink@culbertson.k12.mt.us" <hauensteink@culbertson.k12.mt.us>

Hi Keri,

Thank you for your interest in Soles4Souls and for the work you are doing. We are interested in working with you and exploring future opportunities to partner together! I am including all of the items needed to apply for partnership in this email.

We do work with a lot of public schools across the US. Since you are tax-exempt, you qualify as a partner.

Please keep in mind that upon review and approval of your application, it can take up to 60 to 90 days to process and ship your request. Requests are fulfilled according to available inventory.

***To be considered for partnership, please submit ALL of the items below in ONE email. ALL INFO IS REQUIRED. (incomplete applications will not be reviewed):**

1. A cover letter on your organization's letterhead providing details of the need for the donation and how the requested product will be distributed to those you serve.
2. A copy of your organization's 501c3 letter from the US Treasury and tax exempt status or NGO certification.
3. A completed distribution request form (please make sure all info is correct and clearly legible)
4. A completed, signed distribution agreement (signed by someone authorized to sign contracts for your organization)

Since we ship donations from our main distribution center, we do ask that shipping and handling fees be taken care of by the recipient organization. These help us offset our shipping, labor and materials cost and are nominal. Once your request is approved and sent to our warehouse for fulfillment, we will send you a shipping and handling quote.

We do not ship internationally for any of our partners, we ship only to locations in the United States at this time. Transport, Customs and/or Shipping arrangements of product to final destinations outside of the US is solely the partner's responsibility.

Soles4Souls requires feedback and a recap of the distribution within 30 days of it taking place and corresponding photos are strongly encouraged.

The donated products that we provide also cannot be sold, transferred or bartered under any circumstances.

The distribution agreement and request forms are attached for you. If you have any questions at all, please feel free to reach out! I am happy to help at any time!

Once you are ready to apply, please scan and email the requested items to me at tiffanyt@soles4souls.org

We look forward to furthering our mission with your partnership!

Sincerely,

Tiffany

TIFFANY TURNER

DIRECTOR OF OUTREACH

SOLES4SOULS

+1 (615) 391-5723

Soles4Souls.org

@Soles4Souls

At Soles4Souls, we turn shoes and clothing into opportunity. Find out how at Soles4Souls.org.

From: Keri <hauensteink@culbertson.k12.mt.us>

Sent: Thursday, August 20, 2020 3:00 PM

To: Tiffany Turner <tiffanyt@soles4souls.org>

Subject: Request Shoes from Keri Hauenstein

First
Name: Keri

SOLES4SOULS

Turning shoes and clothing into opportunity

DISTRIBUTION AGREEMENT

THIS AGREEMENT is entered into between Soles4Souls, Inc. (hereinafter referred to as "S4S"), an Alabama 501(c)(3) corporation headquartered at 319 Martingale Dr., Old Hickory, TN 37138, and _____ (hereinafter referred to as "Recipient") located at _____.

This Agreement shall be effective as of _____, 20____.

S4S has offered to provide, and Recipient has agreed to accept new and donated products (the "Donated Products") as available, to Recipient in S4S's sole discretion. In exchange for the Donated Products from S4S, Recipient hereby understands, warrants, and represents, guarantees and covenants to abide by the following terms and conditions:

1. Distribution to End-users.

- a. Consistent with Recipient's charitable purpose and subject to any terms and conditions of S4S or the original donors, Recipient shall distribute the Donated Products to people in need (the "End-users").
- b. Prior to distribution, Recipient shall first receive written approval from S4S regarding the destination where the Donated Products will be distributed and a general description of the End-users. The purpose of this requirement is to avoid the distribution of the Donated Products in countries with which the United States government prohibits or limits commercial contact and to ensure that the Donated Products are distributed to End-users in need.

2. Written Reports. Recipient shall provide S4S with the following reports:

- a. A summary within thirty (30) days of the Recipient's distribution of the Donated Products to the End-users. The summary shall include the exact location of the distribution, a description of how the Donated Products made a difference in the lives of the End-users of the Donated Products, and photographs of the Donated Products being distributed to End-users.
- b. If Donated Products are not fully distributed at one time or are in route to the End-User, a monthly status report must be submitted until the Donated Products are distributed to the End-users. The status reports shall include the current location of the Donated Products, the estimated date of arrival at the approved destination and the estimated date of distribution of the Donated Products to the End-users.

3. No Sale, Transfer or Barter. Recipient shall not offer for sale, sell, transfer, or barter the Donated Products in exchange for money, other negotiable instruments, or other tangible or intangible goods or services or other consideration of any kind. Recipient agrees that no fees of any kind will be paid by the End-users of the Donated Products.

4. Warranties.

SOLES4SOULS

Turning shoes and clothing into opportunity

a. Recipient warrants and represents that it is an active corporation in good standing with Internal Revenue Service and the state in which it is incorporated, has been awarded the tax-exempt status by the Internal Revenue Service and has filed its exempt status letter with S4S. Recipient shall submit other evidence of exempt status as requested by S4S. If Recipient is a foreign corporation, Recipient warrants and represents that it is a recognized charitable organization in good standing with its country of origin or incorporation and with the United States Government. Recipient shall submit evidence of incorporation, organization and good standing as requested by S4S.

b. Recipient shall use the Donated Products it receives from S4S solely for projects within Recipient's charitable tax-exempt purpose. Recipient agrees and warrants that any Donated Products received by Recipient will be distributed to End-users in need by employees of the Recipient or by others who are under the direct control and supervision of the Recipient.

c. The original donor is the original source of the Donated Products. S4S and the original donor of any Donated Products specifically disclaim any warranties or representations, express or implied, as to fitness for use of any or all such Donated Products. However, S4S or the original donor will disclose any known material and latent defects in the Donated Products to the Recipient. After any such disclosure (if necessary), Recipient's acceptance of all Donated Products shall be on an "as-is" basis. Recipient shall also inspect all Donated Products received from S4S. Recipient shall notify S4S promptly if any Donated Products are damaged or cannot be used safely.

d. Recipient shall secure and maintain all necessary licenses, certifications or approvals as required by federal, state, county or municipal laws and/or regulations, and shall remain in good standing with all appropriate governmental entities.

e. Recipient agrees to promptly notify S4S in writing when there are significant changes in the management, purpose or operations of Recipient.

5. **Storage & Records**

a. Recipient shall provide sufficient and safe storage space for the Donated Products that will protect the integrity of the Donated Products until they can be distributed to End-users.

b. Recipient shall record all donations and keep records in accordance with generally accepted accounting principles. Recipient shall provide S4S with full access to all such records upon receipt of reasonable notice from S4S.

6. **Communications**

a. Recipient shall not contact the original donor. Any communication by the Recipient with the original donor shall be made through S4S. Recipient expressly acknowledges that any breach of this Agreement or misuse of Donated Products damages and interferes with the business and contractual relationships between S4S and the original donor.

SOLES4SOULS

Turning shoes and clothing into opportunity

b. Recipient shall not contact any media sources concerning S4S regarding any of the Donated Products that it receives from S4S. In the event any of the Donated Products received from S4S are in a defective condition from any cause whatsoever, Recipient shall contact S4S directly and shall not contact any other party including any media sources.

7. Term & Termination

a. This Agreement shall be effective as stated above, even if executed prior to or after such date and shall continue in effect until terminated by either party as provided herein.

b. Either party may terminate this Agreement for any reason by providing the other party with at least thirty (30) days written notice. Notwithstanding any termination of this Agreement, Recipient shall remain responsible for properly distributing any of the Donated Products in its possession pursuant to this Agreement.

c. Recipient expressly acknowledges that all of S4S's offers of the Donated Products are subject to withdrawal or cancellation without prior notice.

d. Recipient acknowledges that any violation of the terms and conditions set forth herein could result in the immediate termination of this Agreement. Further, Recipient acknowledges that S4S intends to report any fraud or violations of this Agreement to the proper authorities, and to pursue all civil or criminal penalties, sanctions and remedies to the fullest extent of the law.

8. **Subcontractors.** In the event that Recipient should wish to enter into a relationship with any third-party or subcontractor (the "Subcontractor") to distribute the Donated Products to the End-users, Recipient shall first disclose to S4S its desire to do so and provide to S4S contact and background information regarding the intended Subcontractor. Recipient shall not deliver any Donated Products to the Subcontractor until it receives S4S's explicit written permission to do so. In the event Recipient fails to abide by the terms of this section and a loss or misappropriation of Donated Products occurs, then both Recipient and Subcontractor shall be jointly and severally liable for all damages, expenses and attorneys' fees that result from the loss or misappropriation.

9. **Hold Harmless & Indemnity.** Each party shall defend, indemnify and hold harmless the directors, officers and employees of the other party (including the original donor of the Donated Products) from all actions in a court of law or equity, arising out of, or attributed to, any action in connection with the storage, transportation, distribution, and/or use of the Donated Products supplied by S4S to Recipient and/or its subcontractors.

10. **Relationship of the Parties.** Recipient is entering into this Agreement with S4S as an independent contractor. Nothing contained in this Agreement is intended or should be construed to create a partnership, joint venture, agency, or landlord tenant relationship between S4S and Recipient or its subcontractors or agents.

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11. Governing Law. This Agreement shall be governed by the Laws of the State of Tennessee.

12. Arbitration. The parties agree to submit any disputes arising from this agreement to final and binding arbitration under the Commercial Rules of the American Arbitration Association, utilizing the Expedited Procedures. The arbitration hearing shall occur in Nashville, Tennessee and/or by video interface. The prevailing party in the arbitration shall be entitled to recover its reasonable attorneys' fees and expenses from the non-prevailing party.

13. Liquidated Damages. The parties agree that, should the Donated Products not reach a designated End-user as per this Agreement, S4S shall be entitled to the return of the Donated Products plus reimbursement of any expenses incurred in recovering the Donated Products. If recovery of the Donated Products is impracticable, S4S shall be entitled to recover as liquidated damages from Recipient the wholesale value of the Donated Products wrongfully distributed. This will not limit S4S's right to recover attorneys' fees, expenses, and/or punitive damages.

14. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

15. Modification. No modification, addition, termination, discharge, waiver or alteration of any provision of this Agreement shall be binding unless in writing and signed by persons authorized to sign agreements on behalf of S4S and Recipient, respectively.

16. Legal Construction. If any provision of this Agreement shall be determined to be invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended, to delete or modify, as necessary, the invalid or unenforceable provision, or portion thereof, in order to render valid and enforceable all remaining provisions of the Agreement. Such remaining provisions shall be fully severable and this Agreement shall be construed and enforced as if such invalid or unenforceable provision had never inserted in this Agreement.

17. Notices. All notices under this Agreement shall be in writing and shall be sufficiently given if served upon and received by the party, or if faxed, or if sent certified or registered mail, return receipt requested, postage pre-paid, and addressed to the party's address listed above

18. Entire Agreement. This Agreement contains the entire Agreement between the parties hereto with respect to transactions contemplated hereby, and supersedes all prior written or oral agreements or understandings between the parties hereto relating to the subject matter hereof.

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Recipient

Soles4Souls, Inc.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

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☐ Domestic
☐ International

Visit online at soles4souls.org | 319 Martingale Dr. Old Hickory, TN 37138
Phone (615) 391-5723 Fax (615) 391-5730 | Email Tiffany Johnson Turner: tiffanyt@soles4souls.org

Shoe Distribution Request Form

Organization: _____ Date Established: _____

Website: _____ Email: _____

Contact Person: _____ Title: _____

Phone: _____ Fax: _____

Distribution Location: _____ Distribution Date: _____
(city, state)

Name of shipping contact: _____ Phone: _____

Shipping Address: _____
Street City State Zip

Billing Address: _____
Street City State Zip

Delivery Date: _____

Shipping instructions: _____

Does your Shipping Address have a loading dock? ____ Yes ____ No (check one)

Total # of Pairs Requested: _____ Size Range: _____
(if necessary, please include inventory request form)

Description of Shoes Requested: _____ Men _____ Women _____ Children

Sandals ____ Casual ____ Athletic ____ Work ____ Other _____

Organization's Purpose and Mission Statement: _____

Office Use Only

Partnership Agreement On File # of Apparel Items Approved: _____

Timeline for processing/shipping: _____

Partner Request ____ Corp. Event ____ Disaster Relief ____ Individual Request ____ 102 Give ____ Other ____

Notes _____

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SHOES FOR MEN, WOMEN & CHILDREN SHOE INVENTORY REQUEST FORM

Please use the quantity column to request a specific number of each size. Requests are fulfilled according to available inventory.

Children	QUANTITY	Children	QUANTITY	Adult	QUANTITY	Adult	QUANTITY
BOY		GIRL		MALE		FEMALE	
8T		8T		5.5		5.5	
9T		9T		6		6	
10T		10T		6.5		6.5	
10.5		10.5		7		7	
11		11		7.5		7.5	
11.5		11.5		8		8	
12		12		8.5		8.5	
12.5		12.5		9		9	
13		13		9.5		9.5	
13.5		13.5		10		10	
YOUTH		YOUTH		10.5		10.5	
1		1		11		11	
1.5		1.5		11.5		11.5	
2		2		12		12	
2.5		2.5		12.5		12.5	
3		3		13		13	
3.5		3.5		13.5		13.5	
4		4		14			
4.5		4.5		15			
5		5		16			
5.5		5.5					

Partner Name:

Partner Comments:

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☐ International

Visit online at soles4souls.org | 319 Martingale Dr. Old Hickory, TN 37138
Phone (615) 391-5723 Fax (615) 391-5730 | Email Tiffany Johnson Turner: tiffanyt@soles4souls.org

Clothing Distribution Request Form

Organization: _____ Date Established: _____

Website: _____ Email: _____

Contact Person: _____ Title: _____

Phone: _____ Fax: _____

Distribution Location: _____ Distribution Date: _____
(city, state)

Delivery Date: _____

Name of shipping contact: _____ Phone: _____

Shipping Address: _____
Street City State Zip

Billing Address: _____
Street City State Zip

Shipping instructions: _____

Does your Shipping Address have loading dock? ____ Yes ____ No (check one)

Description of Clothing Requested: Men: _____ Women: _____ Children: _____
(if necessary, please include inventory request form)

Size Range: Men: _____ Women: _____ Children: _____

Pants/J Jeans _____ Shirts _____ Coats _____ Undergarments _____ Other _____

If Other, Please Specify: _____

Organization's Purpose and Mission Statement: _____

Office Use Only

Partnership Agreement On File # of Apparel Items Approved: _____

Timeline for processing/shipping: _____

Partner Request ____ Corp. Event ____ Disaster Relief ____ Individual Request ____ 102 Give ____ Other ____

Notes _____

**CULBERTSON PUBLIC SCHOOLS
DISTRICTS 17 J/R/C
BOARD AGENDA FACT SHEET**

MEETING DATE: 9-15-2020

AGENDA ITEM #: 24

AGENDA TITLE: 2020-2021 School Board Goals

SUMMARY: Paul requests that Board members bring their goals to the meeting on Tuesday.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Salvevold					
Bergum					
Colvin					

Public Comment

(Non-Agenda Items)

The Board recognizes the value of public comment on educational issues and the importance of involving members of the public in its meetings. The Board also recognizes the statutory and constitutional rights of the public to participate in governmental operations. To allow fair and orderly expression of public comments, the Board will permit public participation through oral or written comments during this “public comment” section. Individuals wishing to be heard by the Board shall first be recognized by the Chairperson. Individuals, after identifying themselves, will proceed to make comments within a 3 minute time period. Citizens may comment on items within the jurisdiction of the school board that do not appear on this meeting’s agenda. Citizens may not comment on matters related to student or staff privacy or contested adjudicative matters. The Chairperson may control the comment period to ensure an orderly progression of the meeting and may redirect or terminate an individual’s statement when appropriate, including when statements are out of order, too lengthy, personally directed, abusive, obscene, or irrelevant.

Thank you.