

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

NOTICE OF REGULAR SCHOOL BOARD MEETING
Thursday–November 16, 2021, 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. October 20, 2021 (Regular 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 – 2nd Reading

NEW BUSINESS

- 15. Action, Resignation
- 16. Action, 2021-2022 Classified Staff Reassignment
- 17. Action, 2021-2022 Classified Staff Contract(s)
 - a. Cook’s Helper
 - b. Part-Time Custodian (Student)
 - c. Bus Monitor
 - d. Maintenance Staff Position
- 18. Action, 2021-2022 Extra-Curricular Contract(s)
 - a. High School Boys’ Basketball Assistant Coach
 - b. High School Golf Head Coach
- 19. Action, Guest Teacher Application(s)
- 20. Action, Fingerprinting Procedures
- 21. Action, School Reopening Plan Update
- 22. Action, School Board Policy – 1st Reading
- 23. Action, Void Warrant

PUBLIC COMMENT FOR NON-AGENDA ITEMS

- 24.

REPORTS (Continued)

- 25. Information, Trustees Reports/Requests.

DATE/TIME FOR NEXT MEETING

- 26. Date: Tuesday, December 21st Time: 6:30 p.m.
Potential Conflicts: High School Basketball @ Froid/Lake
Suggested Changes: Monday, December 20th or Wednesday, December 22nd
or Thursday, December 23rd or ????????

ADJOURNMENT

- 27. Time of adjournment: _____

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

Mission

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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
October 20, 2021
Wednesday – 6:30 p.m.

The Board met in regular session on Tuesday, October 20, 2021, at 6:30 p.m. Trustees present were: Paul Finnicum, Luke Anderson, Eric Bergum, Mark Colvin, and Ian Walker. Representatives were: Larry Crowder, Mike Olson, Dave Solem, and Lora Finnicum. Visitors were recognized.

Luke Anderson made motion to approve the agenda. Ian Walker seconded the motion. Motion carries unanimously. Notice of public comment was given.

Eric Bergum made motion to approve the minutes of September 14th (regular board), October 4th (special board), and October 11, 2021 (policy committee board) meeting. Mark Colvin seconded motion. Motion carries unanimously.

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

Payroll Warrants	991 to 1048
Claims Warrants	10102 to 10160

Reports were presented. Culbertson will host the first-round playoff football game against Belt. Subsequent games to be determined. Mr. Olson stated that work had begun on the parent portals in Infinite Campus. Due to the transition from Western Bank to Opportunity Bank, the District was required to purchase new checks. Clerk reported that similar check numbers when redeemed were creating issues from the County so claims warrants #827-1000 and payroll warrants #790-889 were destroyed.

Board received the findings from MtSBA on the Level 4 complaint with recommendations. Those include new coaching contracts with start and end dates and transitioning away from athletic committee program reviews to written season summaries. Board would like to give consideration to options before finalizing any processes.

Board reviewed an out-of-district enrollment request. Students were previously enrolled but were dropped due to the 10-day absence rule. Mark Colvin made motion to approve re-enrollment. Eric Bergum seconded motion. Motion carries unanimously.

Eric Bergum made motion to post policies as presented. Ian Walker seconded motion. Language will be added to the facility rental form stating the district provides no medical insurance coverage. Motion carries unanimously.

Mark Colvin made motion to approve the amended bus route #3 to 78.8 miles. Luke Anderson seconded motion. Motion carries unanimously.

Ian Walker made motion to hire Tifney Kempton as Guest Teacher, pending successful background check. Eric Bergum seconded motion. Motion carries unanimously.

SCHOOL BOARD MINUTES
REGULAR MEETING
October 20, 2021
Wednesday – 6:30 p.m.

Mark Colvin made motion to approve graduation date for May 21, 2022 at 12 p.m. Eric Bergum seconded motion. Motion carries unanimously.

Mark Colvin made motion to hire Beau Hyatt as JH Boys' Basketball Assistant Coach, on a temporary basis due to military leave of Coach Reiland. Luke Anderson seconded motion. Stipend will be prorated by the week. Motion carries unanimously.

Notice for public comment for non-agenda items was given. Concerns were expressed regarding garbage bins. Question posed whether the Board should allow Mr. Crowder to continue processing non-district fingerprinting. Item will be added to the November agenda. IEC reported on fundraising activity. Committee meeting to continue discussions on stipends will be scheduled for November 16, 2021, 6:00 p.m. The next regular board meeting is scheduled for Tuesday, November 16, 2021 at 6:30 p.m. Mark Colvin made motion to adjourn. Eric Bergum seconded motion. Motion carries unanimously. Meeting adjourned at 7:15 p.m.

Chairman of the Board



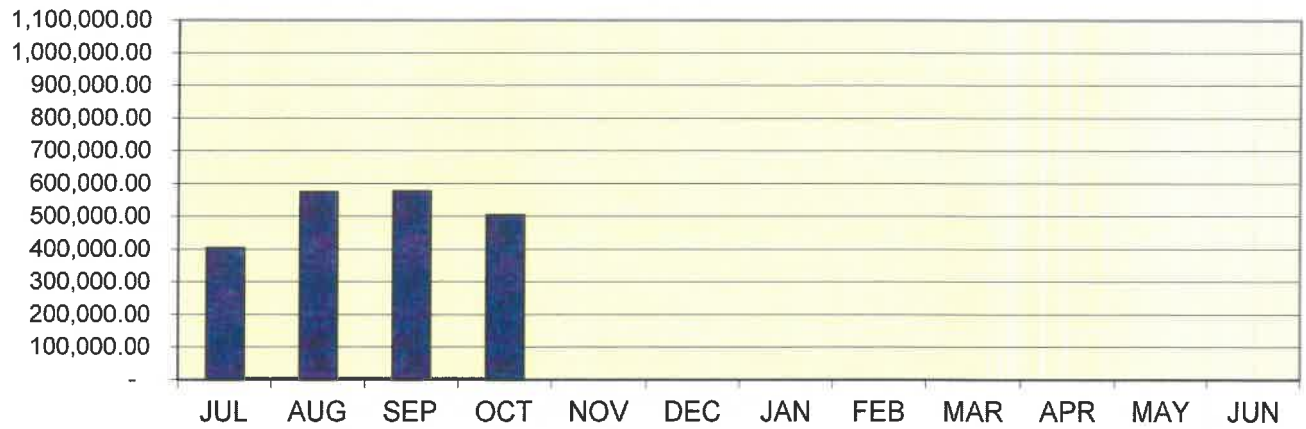
Clerk

CULBERTSON SCHOOL DISTRICT CASH FLOW REPORT
for the month of OCTOBER 31, 2021

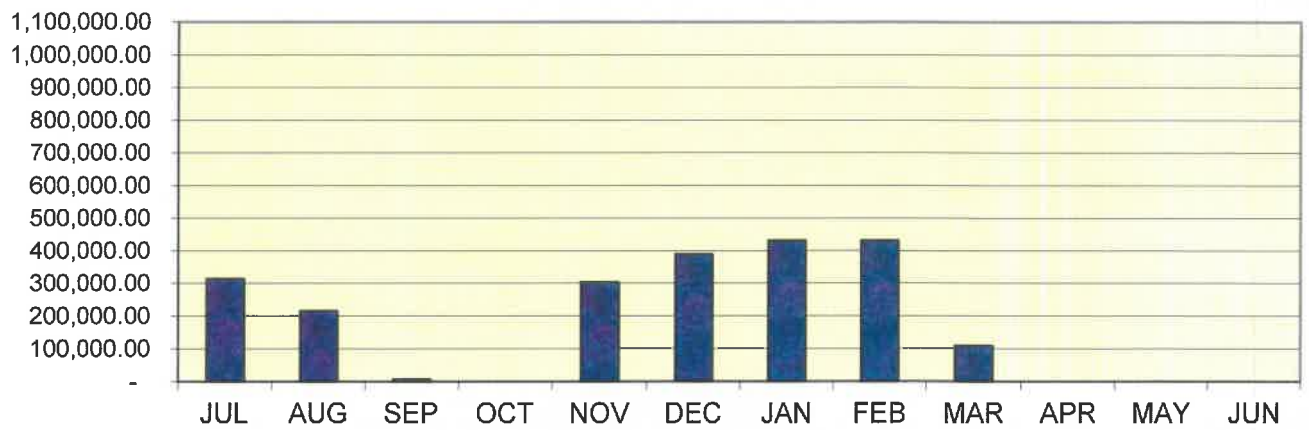
FUND	BEGINNING BALANCE	RECEIPTS	INVESTMENTS IN	INVESTMENTS OUT	DISBURSEMENTS	ENDING BALANCE	TREASURER BALANCE	VARIANCE
GENERAL	168.31	123,091.36	45,893.00	-	146,092.38	23,060.29	23,060.29	0.00
TRANSFER	6,202.07	6,053.88	92,934.00	77,335.00	21,814.26	6,040.69	6,040.69	0.00
RETIRE	20,683.80	16,145.12	70,779.00	51,628.00	16,384.96	39,594.96	39,594.96	-
MISC	(268,579.87)	325,458.00	-	-	64,597.70	(7,719.57)	(7,719.57)	0.00
Misc	967.12		-			967.12		
Title	(9,439.30)	18,880.00			12,004.16	(2,563.46)		
ESSER II	(201,835.66)	207,355.00			6,628.10	(1,108.76)		
ESSER III	(67,660.86)	98,406.00			45,905.95	(15,160.81)		
Ind Ed	1.17				9.50	(8.33)		
JMG	2,000.00				-	2,000.00		
SRS	0.22				-	0.22		
JOM	7,387.44	817.00			49.99	8,154.45		
AD ED	4.28	5.45	6,310.00	6,314.00	0.94	4.79	4.79	0.00
COMPA	2.21	1.37	10,715.00	10,496.00	221.00	1.58	1.58	0.00
IMPACT	0.42	58,261.00	28.00	50,752.00	7,536.61	0.81	0.81	(0.00)
TECH	0.29	0.12	972.00	780.00	191.88	0.53	0.53	(0.00)
FLEX	-		-			-	-	-
PR	10,133.79	302,774.78	-		297,641.06	15,267.51	15,267.51	-
CL	14,646.32	126,729.75	-		126,089.48	15,286.59	15,286.59	(0.00)
ELEM	(216,738.38)	958,520.83	227,631.00	197,305.00	680,570.27	91,538.18	91,538.18	0.00
GENERAL	(25,465.46)	83,311.31	-		90,736.00	(32,890.15)	(32,890.15)	-
TRANSFER	4,397.01	4,294.68	23,001.00	11,898.00	16,102.99	3,691.70	3,691.70	(0.00)
LUNCH	(8,548.87)	3,476.82	-		19,451.35	(24,523.40)	(24,523.40)	-
RETIRE	12,962.30	11,623.48	96,000.00	95,293.00	13,705.07	11,587.71	11,587.71	-
MISC	7,431.83	6,462.67	-	-	2,576.40	11,318.10	11,318.10	-
Misc	878.44	69.65	-		176.81	771.28		
ESSER	-					-		
AG	-	4,283.00				4,283.00		
BUS	-	1,690.00				1,690.00		
JMG	6,553.39	420.02			1,634.22	5,339.19		
Perkins	-				765.37	(765.37)		
AD ED	5.20	4.93	8,001.00	8,005.00	0.94	5.19	5.19	(0.00)
DR ED	1.57	0.73	5,697.00	5,698.00		1.30	1.30	(0.00)
COMPA	1.58	1.09	8,528.00	8,308.00	221.00	1.67	1.67	(0.00)
IMPAC	0.76	20,701.47	3,690.00	22,595.00	1,795.96	1.27	1.27	(0.00)
TECH	1.05	0.08	628.00	595.00	34.00	0.13	0.13	0.00
FLEX	0.84		2.00	2.00	-	0.84	0.84	-
ENDOW	43,582.70	25.91	203,348.00	154,286.00	-	92,670.61	92,670.61	-
HS	34,370.51	129,903.17	348,895.00	306,680.00	144,623.71	61,864.97	61,864.97	(0.00)
TOTAL	(182,367.87)	1,088,424.00	576,526.00	503,985.00	825,193.98	153,403.15	153,403.15	0.00

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
101 General	-	27,311.00	45,893.00	-								
110 Transport	-	113,506.00	92,934.00	77,335.00								
114 Retirement	85,561.00	86,665.00	70,779.00	51,628.00								
115 Misc Fed	-	-	-	-								
117 Adult Ed	6,412.00	6,491.00	6,310.00	6,314.00								
121 Comp Abs	10,713.00	10,714.00	10,715.00	10,496.00								
126 Impact Aid	28.00	28.00	28.00	50,752.00								
128 Technology	2.00	972.00	972.00	780.00								
129 Flex	-	-	-	-								
201 General	-	-	-	-								
210 Transport	27,204.00	38,547.00	23,001.00	11,898.00								
212 Hot Lunch	1,146.00	1,146.00	-	-								
214 Retirement	50,343.00	108,341.00	96,000.00	95,293.00								
215 Misc Fed	-	-	-	-								
217 Adult Ed	8,090.00	8,181.00	8,001.00	8,005.00								
218 Drivers Ed	2,856.00	4,283.00	5,697.00	5,698.00								
221 Comp Abs	8,526.00	8,527.00	8,528.00	8,308.00								
226 Impact Aid	3,689.00	3,690.00	3,690.00	22,595.00								
228 Technology	-	629.00	628.00	595.00								
229 Flex	2.00	3.00	2.00	2.00								
281 Endow	199,758.00	154,718.00	203,348.00	154,286.00								
TOTAL	404,330.00	573,752.00	576,526.00	503,985.00								
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
101 General	-	-	-	-	-	-	-	-	-	-	-	-
110 Transport	42,791.00	47,590.00	-	-	15,467.00	10,587.00	-	-	-	-	-	-
114 Retirement	10,633.00	-	-	-	27,466.00	72,524.00	90,014.00	90,014.00	-	-	-	-
115 Misc Fed	-	-	-	-	-	-	-	-	-	-	-	-
117 Adult Ed	4,713.00	-	-	-	7,464.00	8,582.00	9,067.00	9,067.00	-	-	-	-
121 Comp Abs	5,264.00	-	-	-	-	-	-	-	-	-	-	-
126 Impact Aid	18.00	-	-	-	12,545.00	-	26,153.00	26,153.00	-	-	-	-
128 Technology	1.00	-	-	-	1,061.00	789.00	738.00	738.00	-	-	-	-
129 Flex	-	-	-	-	-	-	-	-	-	-	-	-
201 General	-	-	-	-	-	-	-	-	-	-	-	-
210 Transport	33,623.00	20,177.00	-	-	52,274.00	60,834.00	53,547.00	53,547.00	-	-	-	-
212 Hot Lunch	1,888.00	-	-	-	-	9,888.00	12,674.00	12,674.00	-	-	-	-
214 Retirement	20,844.00	-	-	-	92,921.00	112,016.00	131,983.00	131,983.00	-	-	-	-
215 Misc Fed	-	-	-	-	-	-	-	-	-	-	-	-
217 Adult Ed	4,663.00	4,045.00	-	-	7,251.00	8,494.00	8,999.00	8,999.00	-	-	-	-
218 Drivers Ed	313.00	2,563.00	-	-	2,564.00	2,564.00	2,564.00	2,564.00	-	-	-	-
221 Comp Abs	3,341.00	-	-	-	-	-	-	-	-	-	-	-
226 Impact Aid	11.00	845.00	-	-	-	-	49.00	49.00	-	-	-	-
228 Technology	-	-	-	-	565.00	565.00	552.00	552.00	-	-	-	-
229 Flex	2.00	2.00	-	-	2.00	2.00	2.00	2.00	-	-	-	-
281 Endow	186,114.00	140,553.00	6,980.00	-	83,828.00	102,394.00	95,225.00	95,225.00	109,742.00	-	-	-
TOTAL	314,219.00	215,775.00	6,980.00		303,408.00	389,239.00	431,567.00	431,567.00	109,742.00			
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
101 General	-	-	-	-	88,659.00	130,578.00	2,016.00	28,859.00	-	-	-	-
110 Transport	7,813.00	-	-	-	-	9,129.00	90,599.00	76,640.00	-	-	-	-
114 Retirement	-	-	-	-	-	-	11,691.00	-	-	-	-	-
115 Misc Fed	-	-	-	-	-	-	-	-	-	-	-	-
117 Adult Ed	8,897.00	-	-	-	-	9,512.00	9,384.00	8,866.00	-	-	-	-
121 Comp Abs	11,920.00	-	-	-	-	-	13,908.00	13,716.00	-	-	-	-
126 Impact Aid	1,949.00	-	-	-	-	-	-	-	-	-	-	-
128 Technology	-	-	-	-	-	1.00	1.00	1.00	-	-	-	-
129 Flex	-	-	-	-	-	-	-	-	-	-	-	-
182 Interlocal	315,911.00	242,258.00	203,086.00	193,709.00	294,350.00	240,582.00	206,030.00	220,521.00	239,069.00	161,265.00	-	-
201 General	-	-	-	-	-	11,703.00	-	-	-	-	-	-
210 Transport	29,704.00	-	-	-	63,156.00	133,670.00	59,499.00	51,026.00	38,981.00	-	-	-
212 Hot Lunch	4,752.00	-	-	-	-	13,051.00	10,976.00	11,378.00	10,001.00	-	-	-
214 Retirement	83,857.00	-	-	-	105,068.00	143,022.00	107,018.00	143,079.00	131,068.00	-	-	-
215 Misc Fed	-	-	-	-	-	-	-	-	-	-	-	-
217 Adult Ed	10,053.00	-	-	-	10,492.00	10,116.00	9,806.00	9,226.00	7,467.00	-	-	-
218 Drivers Ed	1,513.00	-	-	-	2,489.00	2,489.00	2,490.00	2,298.00	2,059.00	789.00	-	-
221 Comp Abs	11,969.00	5,305.00	-	-	11,974.00	11,974.00	11,976.00	11,980.00	11,791.00	11,578.00	-	-
226 Impact Aid	40.00	-	-	-	-	-	-	-	26,060.00	4.00	-	-
228 Technology	-	-	-	-	-	-	-	-	-	-	-	-
229 Flex	2.00	-	-	-	2.00	2.00	2.00	2.00	2.00	2.00	-	-
281 Endow	153,929.00	125,000.00	150,000.00	48,928.00	195,846.00	189,715.00	185,893.00	106,470.00	100,063.00	186,026.00	57,668.00	57,668.00
TOTAL	642,309.00	372,563.00	353,086.00	242,637.00	772,036.00	905,544.00	721,289.00	684,062.00	566,561.00	359,664.00	57,668.00	57,668.00

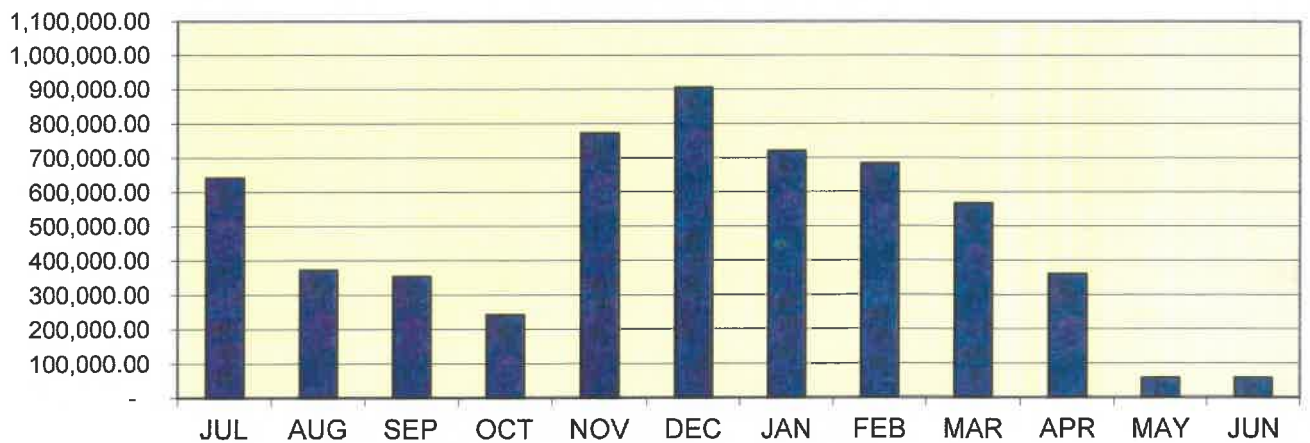
2021-22 INVESTMENTS



2020-21 INVESTMENTS



2019-20 INVESTMENTS



CULBERTSON SCHOOL DISTRICT
Cash Equivalent Accounts Summary
 October 31, 2021

	Beginning Balance	Receipts <i>reconciled</i> <i>bank credits</i>	Expenses <i>reconciled</i> <i>bank debits</i>	Ending Balance
General Funds 101 & 201 - Asset 102:				
First Community Bank Hot Lunch Revolving Account No. 335266	\$ 1,851.01	\$ 483.00	\$ 577.11	\$ 1,756.90
First Community Bank Savings Account No. 5000521	\$ 0.89	\$ -	\$ -	\$ 0.89
First Community Bank Pcard Account No. 4205644	\$ 1,203.76	\$ 15,728.11	\$ 15,711.85	\$ 1,220.02
Synovus AFLAC Cafeteria Plan Account No. 000-329-492-7	\$ 12,890.69	\$ 1,850.01	\$ 1,414.63	\$ 13,326.07
Cash Equivalent Total	\$ 15,946.35	\$ 18,061.12	\$ 17,703.59	\$ 16,303.88
	Fund 101 Balance: \$	8,151.94	Fund 201 Balance: \$	8,151.94
	102 Debit (Credit) \$	178.76	970 Credit (Debit) \$	178.77

General Funds 101 & 201 - Asset 103:

First Community Bank Petty Cash Account No. 332364	\$ 300.00	\$ -	\$ -	\$ 300.00
Cash Equivalent Total	\$ 300.00	\$ -	\$ -	\$ 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	\$ 81,470.62	\$ 16,708.38	\$ 11,402.02	\$ 86,776.98
Cash Equivalent Total	\$ 81,470.62	\$ 16,708.38	\$ 11,402.02	\$ 86,776.98
	102 Debit (Credit) \$	5,306.36	970 Credit (Debit)	

Culbertson Public School

Totals Report for October 2021
2021-2022

11/09/2021
8:56:57 AM

Checking
Savings
Investments

Account	Beginning +	Receipts -	Expenditures +	Transfers =	Ending
1 - ANNUAL	3,092.07	341.00	231.87	0.00	3,201.20
2 - ATHLETICS	5,296.38	6,126.00	3,461.98	0.00	7,960.40
3 - JUNIOR CLASS 2023	3,819.96	750.00	71.16	0.00	4,498.80
4 - SOPHOMORE CLASS 2024	1,506.71	279.00	59.47	0.00	1,726.24
5 - FRESHMAN CLASS 2025	2,166.92	0.00	605.38	0.00	1,561.54
6 - **** SENIOR CLASS 2021	0.00	0.00	0.00	0.00	0.00
7 - 8TH GRADE	0.00	0.00	0.00	0.00	0.00
8 - CHEERLEADER	664.81	0.00	0.00	0.00	664.81
9 - FFA	12,007.71	3,407.95	5,999.11	0.00	9,416.55
10 - BAND/CHOIR	4,486.16	60.00	276.64	0.00	4,269.52
11 - STUDENT COUNCIL	5,446.57	542.20	431.70	0.00	5,557.07
12 - SPEECH AND DRAMA	1,167.45	0.00	0.00	0.00	1,167.45
13 - VO-AG REVOLVING	1,895.49	0.00	0.00	0.00	1,895.49
14 - SENIOR CLASS 2022	3,839.18	0.00	412.88	0.00	3,426.30
15 - PLAY	3,553.21	100.00	0.00	0.00	3,653.21
16 - JMG	5,885.01	1,392.70	0.00	0.00	7,277.71
17 - BPA	703.70	380.03	0.00	0.00	1,083.73
18 - EXPLORE AMERICA	12,672.25	3,329.50	576.66	0.00	15,425.09
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 OLYMPIAD	5,016.23	0.00	0.00	0.00	5,016.23
	78,878.15 +	16,708.38 -	12,126.85 +	0.00 =	83,459.68



November 2021 Activities report

Culbertson Board of Trustees,

Fall activities have all finished. Girls cross country team finished 2nd at state out of 19 teams. Volleyball team made divisionals for first time in 10 years. Junior High basketball teams have competed in several contests with local schools. Participation in JH basketball consists of 18 boys and 16 girls. High school basketball practice will begin on November 18.

Culbertson was chosen as the host site for the Eastern C Divisional Volleyball tournament Nov 3-5, 2022 and will host high school district music festival April 21-22, 2023.

Sincerely,

David Solem

Mr. Olson
Technology Report
School Board Meeting
November 16, 2021

I am still setting up staff with Microsoft accounts for Office 365 with download to the computers.

The next round of Chromebook and came in. Once I have them set up then we will retire the next batch.

Northstar has installed some software on our server to help detect trouble areas as we are still experiencing drops to our Wifi.

Mr. Olson
 Principal Report
 School Board Meeting
 November 16, 2021

Lifetouch retakes were on Nov 2

Students that were selected to NW Music Festival in Minot did a great job on Nov 5-6. Many students were selected to Dickinson and will perform on Nov 12-13.

Fall Sports team did very well this year. Volleyball made it to Divisionals, Football made the playoffs, and girls cross country took 2nd at State.

We held the Veteran's Day programs at the school on Nov 11. Will update at the meeting.

The end of the trimester was Nov 12.

I am currently working with Mrs. Forbregd on getting our parent portal up and running.

As of 11-8-21

Month	K	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	Total
Aug														0
Sept	24	15	23	23	20	24	15	20	30	19	17	25	21	276
Oct	22	16	25	21	20	25	13	20	31	18	15	25	20	271
Nov	24	17	25	23	19	25	13	20	32	18	15	25	21	277
Dec														0
Jan														0
Feb														0
March														0
April														0
May														0

Enrolled	4	4	2	5	4	2	4	2	4	1	1	1	2	36
Transferred	3	2	1	4	3	1	2	2	1	0	3	1	2	25
Total In/Out	7	6	3	9	7	3	6	4	5	1	4	2	4	61

Ended the 2020-2021 year with 274

Culbertson School Board Meeting

Superintendent's Report

November 16, 2021

A. Events that I plan to attend for November and December.

November 2 nd	MREA Meeting - Virtual
November 3 rd	Northeast Superintendent Meeting @ Sidney
November 4 th	Eastern C Division Volleyball Meeting @ Sidney Culbertson Chamber of Commerce Meeting Eastern C Division Volleyball Tournament @ Sidney
November 5 th	Eastern C Division Volleyball Tournament @ Sidney
November 6 th	Eastern C Division Volleyball Tournament @ Sidney
November 8 th	Culbertson Town Council Meeting
November 9 th	Eastern C Division Football Meeting - Virtual
November 16 th	Culbertson School Board Policy Committee Meeting Culbertson School Board Meeting
November 17 th	Roose-Valley Special Education Coop Board Meeting @ Wolf Point
November 18 th	Culbertson Lions Club Meeting
November 23 rd	Culbertson Fire Department Training
November 24 th	Culbertson Indian Education Committee Meeting
December 1 st	Northeast Superintendent Meeting @ Wolf Point
December 4 th	HS Basketball vs. Fairview HERE
December 7 th	Culbertson Chamber of Commerce Meeting
December 9 th	Culbertson JH/HS Music Concert
December 10 th	HS Basketball vs. Brockton HERE
December 11 th	HS Basketball vs. Savage HERE
December 13 th	Culbertson Town Council Meeting
December 14 th	Culbertson Elementary Music Concert Culbertson Fire Department Meeting
December 16 th	Culbertson Lions Club Meeting
December 21 st	Culbertson School Board Meeting
December 22 nd	Culbertson Indian Education Committee Meeting
December 28 th	Culbertson Fire Department Training

B. Other items for your review and consideration:

1. We are currently advertising for a High School Golf Head Coach and a full or part-time maintenance person to assist Austin. I do not currently have any applicants for these positions and will continue place the matter on the school board meeting agendas until the positions are filled.
2. The Purple MCI Bus suffered some damage during the National FFA Convention trip. Repairs were done to 2 side windows. There is also a rather large oil leak that developed during the trip that we will need to get fixed before it is road ready again.

3. The new boiler system was losing glycol so it took a couple of trips to Culbertson from the folks that installed it and we seem to be holding our fluids as of now.
4. The dishwasher in the lunchroom has been showing signs of its age lately, too. Austin is working on these issues and getting replacement parts, as needed. The addition of the water softener to the water system in the kitchen seems to be making a big difference with the hard water stains.
5. The OPI fall accreditation report (TEAMS Report) was due at the end of October and was completed on October 26th.
6. The State is requiring all schools complete water testing for lead by the end of December. I will be shopping around for a testing company and will be reporting back to the Board at the December meeting.
7. 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).
8. Here are a few items that might be part of the regular December Board meeting agenda:
 - Remaining Extra-Curricular Contracts for 2021-2022
 - Hiring of Maintenance Personnel
 - 2022-2023 Fall Sport Seasons Head Coach Contracts
 - 2020-2021 Audit Report (maybe in December, maybe further down the road)
 - MHSAA Annual Meeting Proposals
 - Superintendent Evaluation

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: 11-16-2021

AGENDA ITEM #: 14

AGENDA TITLE: Board Policy – 2nd Reading

SUMMARY: We have received another round of policies recommended for change, recommended to be added, or recommended to be deleted from Kris Goss at MTSBA Policy Services. Attached please find a copy the summary of these updates, as well as the policies as forwarded to our district. These policies have been posted for comment and, to date, I have received none. The Board has the option to adopt the policies as posted, edit and adopt, or table the policy adoption.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Bergum					
Colvin					
Walker					

Model Policies to Update

MTSBA Model Policy 1135 – School Board Advocacy -has been updated to reflect the current operations of the MTSBA advocacy program. This is a required update to an optional policy.

MTSBA Model Policy 1420 – School Board Meeting Procedure- has been updated to clearly state the role of the board chair in approving agenda items, update the authority of the board to change the order of business in compliance with the latest interpretation of the open meeting law, and ensure consistency of notification requirements with special meeting provisions in law. These are required updates to a required policy.

MTSBA Model Policy 2050 – Student Instruction - has been updated to ensure consistency with the law and applicability when districts are not facing an emergency. This is a required update to a recommended policy.

MTSBA Model Policy 2140 – Guidance and Counseling - has been updated to address alternative discipline matters and correct outdated language regarding students and post-secondary opportunities. This is a required update to a recommended policy.

MTSBA Model Policy 2167 – Correspondence Courses - has been updated to reflect previous changes to Model Policies 2170 and 3121 consistent with newly enacted law. These updates remove limitations on the number of correspondence courses a student may take. This is a required update to a recommended policy.

MTSBA Model Policy 2168 – Distance Learning - has been updated to reflect previous changes to Model Policy 2170. This is a required update to a recommended policy.

MTSBA Model Policy 2221P – School Closure Procedures - has been updated to reflect expand the scope of possible closures and clarify the role of staff during a closure. This a recommended change to an optional policy. MTSBA can assist with any customization that may be necessary for a specific district's practices.

MTSBA Model Policy 3121 – Enrollment and Attendance - has been updated to reflect the requirements of HB 233. The bill, which is now law, allows for certain students with disabilities up to 21 years of age to be included in average number belonging calculations. This is a required update to a recommended policy.

MTSBA Model Policy 3222 – Distribution and Posting Materials - has been updated to reflect changes to other policies governing the activities of student clubs and organizations and ensure consistency with community postings under Policy 4331. This a required update to a recommended policy.

MTSBA Model Policy 3231 – Search and Seizure - has been updated to clarify the scope of the authority of school administrators to utilize devices for the purposes of preserving school safety. This is a required update to a recommended policy.

MTSBA Model Policy 3235 -Video Surveillance - has been updated to establish procedures for maintaining and monitoring school surveillance footage and clarifying the options for audio surveillance. This is a required update to a recommended policy.

MTSBA Model Policy 4330P and 4330F – Community Use of Facilities - have been updated to address additional ways community members may use district facilities and to have the use agreement reflect standard insurance practices and health protocols.

MTSBA Model Policy 5140 – Classified Employment and Assignment – has been updated to reflect changes to the Wrongful Discharge from Employment Act and to clarify district obligations to employees regarding issuance of contracts and terms of employment following successful completion of the probationary period. This is a required update to a recommended policy.

MTSBA Model Policy 5223 – Personal Conduct – has been updated to address ownership of materials completed by employees in the scope of their duties using public resources. This is a required update to a recommended policy.

MTSBA Model Policy 5314 – Substitutes – has been updated to specifically apply confidentiality standards to substitute employees. This is a required update to a recommended policy.

MTSBA Model Policy 7251 – Disposal of Property – has been updated to remove inapplicable language from the “With a Vote” section of the policy. This is a required update to a recommended policy.

New Recommended Policies

MTSBA Model Policy 4125 -District Social Media - is now available to provide guidance and structure to a school district’s use of social media for community engagement. This is a recommended policy.

MTSBA Model Policy 8211 – Procurement Policy Using Federal Funds - is now available to comply with federal procurement standards that may apply to districts when using federal funds for purposes beyond food service. This is a recommended policy.

Model Policies to Delete

MTSBA Model Policy 1135P – School Board Advocacy Procedure - has been deleted to reflect the current operations of the MTSBA advocacy program.

MTSBA Model Policy 2312P – Copyright Procedure - has been deleted to reflect updated copyright compliance guidance by relying solely on law as outlined in MTSBA Model Policy 2312.

1 _____ **School District**

2
3 **THE BOARD OF TRUSTEES**

1135

4
5 School Board Advocacy

6
7 The Board of Trustees believes it has a responsibility to the students, parents, and community to
8 advocate for student achievement and quality education. In order to meet these responsibilities,
9 the District will work vigorously for the passage of new laws designed to advance the cause of
10 good schools and for the repeal or modification of existing laws that impede this cause.
11

12 Trustees must keep themselves and community members informed of pending legislation and
13 actively communicate board positions and concerns to elected representatives at both the state
14 and national level. The Board must work with legislative representatives (both state and federal),
15 with the Montana School Boards Association, the National School Boards Association, and other
16 concerned groups in developing an annual as well as long-range legislative program.
17

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

23 In doing so, the ~~Board~~ Trustees will:

24
25 ~~1. At its annual organizational meeting appoint a member as its Board Legislative Contact~~
26 ~~(BLC) to the Montana School Boards Association (MTSBA). This person will:~~

- 27 a. ~~Serve as the Board's liaison to MTSBA;~~
28 b. Review MTSBA legislative correspondence;
29 c. Respond to MTSBA legislative calls to action;
30 d. ~~Attend the~~ Participate in Day of Advocacy during each legislative session;
31 e. Attend other state and regional association meetings as approved by the Board;
32 and
33 f. Advise MTSBA of the Board's views regarding MTSBA's legislative positions
34 and activities.
35

36 2. At least once each month in accordance with Policy 1420, the Board meeting agenda will
37 include an opportunity for the trustees to discuss BLC to report on educational issues
38 pending on the state and federal levels.
39

40 3. Work with the ~~BLC~~, MTSBA, the National School Boards Association (NSBA), and
41 other concerned groups and organizations on matters of mutual interest.
42

43 Policy History:

44 Adopted on:

45 Reviewed on:

46 Revised on:

2
3 **THE BOARD OF TRUSTEES**

4
5 School Board Meeting Procedure

6
7 Agenda

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

12
13 ~~The Board Chairperson must approve any items submitted by Board members or members of the~~
14 ~~public, to be placed on the agenda. Any topics requested by Board members or members of the~~
15 ~~public must first be approved by the Board Chair before being placed on the agenda.~~

16 Citizens wishing to make brief comments about school programs or procedures will follow the public
17 comment procedures in district policy.

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

26
27 ~~With consent of a majority of members present, the order of business at any meeting may be~~
28 ~~changed.~~ Copies of the agenda for the current Board meeting, minutes of the previous Board
29 meeting, and relevant supplementary information will be prepared and distributed to each trustee at
30 least ~~twenty-four (24)~~ forty-eight (48) hours in advance of a Board meeting and will be available to
31 any interested citizen at the Superintendent’s office ~~twenty-four (24)~~ forty-eight (48) hours before a
32 Board meeting. An agenda for other types of Board meetings will be prepared if circumstances
33 require an agenda.

34
35 Consent Agenda

36
37 To expedite business at its meetings, the Board approves the use of a consent agenda, which includes
38 those items considered to be routine in nature. Any item that appears on the consent agenda may be
39 removed by a member of the Board. Any Board member who wishes to remove an item from the
40 consent agenda must give advance notice in a timely manner to the Superintendent. Remaining items
41 will be voted on by a single motion. The approved motion will be recorded in the minutes, including
42 a listing of all items appearing on the consent agenda.

43
44 Minutes

45
46 Appropriate minutes of all meetings required to be open must be kept and must be available for
47 inspection by the public. [(Optional) If an audio recording of a meeting is made and designated as
48 official, the

1
2
3
4 recording constitutes the office record of the meeting. If an official recording is made, a written
5 record of the meeting must also be made and must also include:
6

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

16
17 If the minutes are recorded and designated as the official record, a log or time stamp for each main
18 agenda item is required for the purpose of providing assistance to the public in accessing that portion
19 of the meeting.
20

21 Unofficial minutes shall be delivered to Board members in advance of the next regularly scheduled
22 meeting of the Board. Minutes need not be read publicly, provided that Board members have had an
23 opportunity to review them before adoption. A file of permanent minutes of Board meetings shall be
24 maintained in the office of the Clerk, to be made available for inspection upon request. A written
25 copy shall be made available within five (5) working days following approval by the Board.
26

27 Quorum

28

29 No business shall be transacted at any meeting of the Board unless a quorum of its members is
30 present. A majority of the full membership of the Board shall constitute a quorum, whether the
31 individuals are present physically or electronically. A majority of the quorum may pass a resolution,
32 except as provided in § 20-4-203(1), MCA, and § 20-4-401(4), MCA.
33

34 Electronic Participation

35

36 The Board may allow members to participate in meetings by telephone or other electronic means.
37 Board members may not simply vote electronically but must be connected with the meeting
38 throughout the discussion of business. If a Board member electronically joins the meeting after an
39 item of business has been opened, the remotely located member shall not participate until the next
40 item of business is opened.
41

42 If the Board allows a member to participate electronically, the member will be considered present
43 and will have his or her actual physical presence excused. The member shall be counted present for
44 purposes of convening a quorum. The Clerk will document it in the minutes, when members
45 participate in the meeting electronically.
46

47 Any Board member wishing to participate in a meeting electronically will notify the Chairperson and
48 Superintendent as early as possible. The Superintendent will arrange for the meeting to take place in

1
2
3
4 a location with the appropriate equipment so that Board members participating in the meeting
5 electronically may interact, and the public may observe or hear the comments made. The
6 Superintendent will take measures to verify the identity of any remotely located participants.
7

8 Meeting Conduct and Order of Business
9

10 General rules of parliamentary procedure are used for every Board meeting. *Robert's Rules of Order*
11 may be used as a guide at any meeting. The order of business shall be reflected on the agenda. The
12 use of proxy votes shall not be permitted. Voting rights are reserved to those trustees in attendance.
13 Voting shall be by acclamation or show of hands.
14

15 Rescind a Motion
16

17 A motion to rescind (cancel previous action) may be made anytime by any trustee. A motion to
18 rescind must be properly noticed on the Board's agenda for the meeting. It is in order any time prior
19 to accomplishment of the underlying action addressed by the motion.
20

21 Cross Reference: 1441 Audience Participation
22

23 Legal References: § 2-3-103, MCA Public participation - governor to ensure guidelines
24 adopted
25 § 2-3-202, MCA Meeting defined
26 § 2-3-212, MCA Minutes of meetings – public inspection
27 § 20-1-212, MCA Destruction of records by school officer
28 § 20-3-322, MCA Meetings and quorum
29 § 20-3-323, MCA District policy and record of acts
30 *Jones and Nash v. Missoula Co., 2006 MT2, 330 Mont 2005*
31

32 Policy History:

33 Adopted on:

34 Reviewed on:

35 Revised on:

1 _____ **School District**

2
3 **INSTRUCTION**

2050

4
5 Student Instruction

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

11
12 As outlined in District Policy 2100, and except for students determined by the School District to
13 be proficient using School District assessments, the adopted calendar has a minimum number of
14 720 aggregate instructional hours for students in kindergarten through third grade; 1,080 hours
15 for students in fourth through eleventh grade and 1,050 hours for students in twelfth grade.

16
17 The School District may satisfy the aggregate number of hours through any combination of
18 onsite, offsite, and online instruction. The District administration is directed to ensure that all
19 students are offered access to the complete range of educational programs and services for the
20 education program required by the accreditation standards adopted by the Montana Board of
21 Public Education.

22
23 For the purposes of this policy and the School District's calculation of ANB and "aggregate
24 hours of instruction" within the meaning of that term in Montana law, the term "instruction"
25 shall be construed as being synonymous with and in support of the broader goals of "learning"
26 and full development of educational potential as set forth in Article X, section 1 of the Montana
27 Constitution. Instruction includes innovative teaching strategies that focus on student
28 engagement for the purposes of developing a students' interests, passions, and strengths. The
29 term instruction shall include any directed, distributive, collaborative and/or experiential learning
30 activity provided, supervised, guided, facilitated, work based, or coordinated by the teacher of
31 record in a given course that is done purposely to achieve content proficiency and facilitate the
32 learning of, acquisition of knowledge, skills and abilities by, and to otherwise fulfill the full
33 educational potential of each child.

34
35 Staff shall calculate the number of hours students have received instruction as defined in this
36 policy through a combined calculation of services received onsite at the school or services
37 provided or accessed at offsite or online instructional settings including, but not limited to, any
38 combination of physical instructional packets, virtual or electronic based course meetings and
39 assignments, self-directed or parent-assisted learning opportunities, and other educational efforts
40 undertaken by the staff and students that can be given for grade or credit. Staff shall report
41 completed hours of instruction as defined in this policy to the supervising teacher, building
42 principal, or district administrator for final calculation.

43
44 In order to comply with the requirements of the calendar, District Policy and Section 20-1-301,
45 MCA, the District shall implement the instructional schedules and methods identified in this
46 policy.

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2
3
4 Offsite Instruction
5

6 The Board of Trustees authorizes offsite instruction of students in a manner that satisfies the
7 aggregate number of instructional hours outlined in the School District's adopted or revised
8 calendar for a school year ~~affected by a public health emergency~~. Offsite delivery methods shall
9 include a complete range of educational services offered by the School District and shall comply
10 with the requirements of applicable statutes. Students completing course work through an offsite
11 instructional setting shall be treated in and have their hours of instruction calculated in the same
12 manner as students attending an onsite institutional setting.
13

14 Offsite instruction is available to students:

- 15
- 16 1. meeting the residency requirements for that district as provided in 1-1-215;
- 17 2. living in the district and eligible for educational services under the Individuals With
18 Disabilities Education Act or under 29 U.S.C. 794; or
- 19 3. attending school in the district under a mandatory attendance agreement as provided in
20 20-5-321;
- 21 4. attending school in the nearest district offering offsite instruction that agrees to enroll the
22 student when the student's district of residence does not provide offsite instruction in an
23 equivalent course in which the student is enrolled. A course is not equivalent if the course
24 does not provide the same level of advantage on successful completion, including but not
25 limited to dual credit, advanced placement, and career certification. Attendance under this
26 provision is subject to approval of the Trustees.
27

28 The Board of Trustees authorizes the supervising teacher or district administrator to permit
29 students to utilize an offsite or online instructional setting at when circumstances require.
30

31 Proficiency-Based Learning
32

33 The Board of Trustees authorizes proficiency-based learning and ANB calculation in situations
34 when a student demonstrates proficiency in a course area as determined by the Board of Trustees
35 using District assessments consistent with District Policy 1005FE, or other measures approved
36 by the Board of Trustees.
37

38 The Board of Trustees waives the minimum number of instructional hours for students who
39 demonstrate proficiency in a course area using district assessments that include, but are not
40 limited to, the course or class teacher's determination of proficiency as defined by the Board of
41 Trustees. This determination shall be based on a review of the student's completed coursework,
42 participation in course delivery, and other methods applicable to the specific course or class. The
43 Board of Trustees authorizes the use of the proficiency determination process for students who
44 have selected this method of delivery, students for whom the School District is unable to
45 document satisfaction of the required minimum aggregate number of hours through the offsite or
46

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4 onsite methods outlined in this policy, or other students whom School District personnel
5 determine satisfy the definition of proficient or meeting proficiency.
6

7 This provision is based in the declaration by the Montana Legislature that any regulation
8 discriminating against a student who has participated in proficiency-based learning is
9 inconsistent with the Montana Constitution.
10

- 11
12 **Legal Reference:** Article X, Section 1, Montana Constitution
13 Section 20-1-101, MCA – Definitions
14 Section 20-1-301, MCA – School Fiscal Year
15 Section 20-9-311, MCA – Calculation of Average Number Belonging
16 Section 20-7-118, MCA - Offsite Provision of Educational Services
17 Section 20-7-1601, MCA – Transformational Learning –Legislative Intent
18 ARM 10.55.906(4) – High School Credit
19

- 20 **Cross Reference:** Policy 1005FE – Proficiency-Based Learning
21 Policy 2100 – School Calendar
22 Policy 2140 – Guidance and Counseling
23 Policy 2168 – Distance Learning
24 Policy 2410 – Graduation
25 Policy 2420 – Grading and Progress Reports
26

- 27 **Policy History:**
28 **Adopted on:**
29 **Reviewed on:**
30 **Revised on:**
31 **Terminated on:**

2
3 **INSTRUCTION**

4
5 Guidance and Counseling

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

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

- 13
- 14 1. Provide staff with meaningful information which can be utilized to improve educational services
15 offered to individual students.
- 16
- 17 2. Provide students with planned opportunities to develop future career and educational plans.
- 18
- 19 3. Refer students with special needs to appropriate specialists and agencies.
- 20
- 21 4. Aid students in identifying options and making choices about their educational program.
- 22
- 23 5. Assist teachers and administrators in meeting academic, social, and emotional needs of students.
- 24
- 25 6. Provide for a follow-up of students who further their education and/or move into the workforce
26 ~~world of work~~.
- 27
- 28 7. Solicit feedback from students, staff, and parents, for purposes of program improvement.
- 29
- 30 8. Assist students in developing a sense of belonging and self-respect.
- 31
- 32 9. Have information available about nicotine addiction services and referrals to tobacco cessation
33 programs to students and staff.
- 34
- 35 10. Serve as a reference for alternative discipline or restorative justice programs.
- 36

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

42
43 ~~All staff will encourage students to explore and develop their individual interests in career and vocational-~~
44 ~~technical programs and employment opportunities, without regard to gender, race, marital status, national~~
45 ~~origin, or handicapping conditions, including reasonable efforts in encouraging students to consider and~~
46 ~~explore "nontraditional" occupations.~~

47
48
49 Legal Reference § 49-3-203, MCA Educational, counseling, and training programs
50 10.55.710, ARM Assignment of School Counseling Staff

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10.55.802, ARM

Opportunity and Educational Equity

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 _____ **School District**

2
3 **INSTRUCTION**

2167

4
5 Correspondence Courses

6
7 The District will permit a student to enroll in an approved correspondence course from a school
8 approved by the National University Extension Association or the Distance Education
9 Accrediting Commission, in order that such student may include a greater variety of learning
10 experiences within the student’s educational program.

11
12 Credit for correspondence courses may be granted, provided the following requirements are met:

- 13
- 14 1. Prior permission has been granted by the principal;
- 15
- 16 2. The program fits the education plan submitted by the regularly enrolled student;
- 17
- 18 3. Credit is granted for the following approved schools:
- 19
- 20 a. Schools approved by the National University Extension Association or through
- 21 one of the schools approved by the Distance Education Accrediting Commission;
- 22
- 23 b. Community colleges, vocational-technical institutes, four-(4)-year colleges and
- 24 universities and state-approved private schools in the state of Montana; and
- 25
- 26 c. Other schools or institutions which are approved by the District after evaluation
- 27 for a particular course offering.
- 28

29 The District shall not be obligated to pay for a student’s correspondence courses unless otherwise
30 specified in Policy 2170.

31
32 ~~The District will accept up to two (2) credits of correspondence coursework.~~ No correspondence
33 courses are allowed that serve to supplant required coursework in grades 9-12, unless granted by
34 the principal. ~~Correspondence coursework cannot be used to allow a student to graduate early~~
35 ~~from high school.~~

36
37
38 Cross Reference: 2410 and 2410P High School Graduation Requirements

39
40 Legal Reference: § 20-7-116, MCA Supervised correspondence study
41 ARM 10.55.906 High School Credit

42
43 Policy History:

44 Adopted on:

45 Reviewed on:

46 Revised on:

2
3 **INSTRUCTION**

4
5 Distance, Online, and Technology-Delivered Learning

6
7 For purposes of this policy, “distance learning” is defined as: instruction in which students and
8 teachers are separated by time and/or location with synchronous or asynchronous content,
9 instruction, and communication between student and teacher (e.g., correspondence courses,
10 online learning, videoconferencing, streaming video).

11
12 The District may receive and/or provide distance, online, and technology-delivered learning
13 programs, provided the following requirements are met:

- 14
15 1. The distance, online, and technology-delivered learning programs and/or courses shall
16 meet the learner expectations adopted by the District and be aligned with state content
17 and performance standards;
- 18
19 2. The District shall provide a report to the Superintendent of Public Instruction,
20 documenting how it is meeting the needs of students under the accreditation standards,
21 who are taking a majority of courses during each grading period via distance, online, and/
22 or technology-delivered programs;
- 23
24 3. The District will provide qualified instructors and/or facilitators as described in ARM
25 10.55.907(3)(a)(b)(c);
- 26
27 4. The District will ensure that the distance, online, and technology-delivered learning
28 facilitators receive in-service training on technology-delivered instruction as described in
29 ARM 10.55.907(3)(d); and
- 30
31 5. The District will comply with all other standards as described in ARM 10.55.907(4)(5)(a-
32 e).

33
34 The District will permit a student to enroll in an approved distance learning course, in order that
35 such student may include a greater variety of learning experiences within the student’s
36 educational program.

37
38 Credit for distance learning courses may be granted, provided the following requirements are
39 met:

- 40
41 1. Prior permission has been granted by the principal;
- 42
43 2. The program fits the education plan submitted by the regularly enrolled student;
- 44
45 3. The course does not replace a required course offered by the District;
- 46

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- 4. The course is needed as credit retrieval and cannot fit into the student’s schedule; and
- 5. Credit is granted for schools and institutions approved by the District after evaluation for a particular course offering.

The District will not be obligated to pay for a student’s distance learning courses unless otherwise specified in Policy 2170.

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

Cross Reference:	2170 2410 and 2410P 2100	Montana Digital Academy High School Graduation Requirements School Calendar and Year
Legal Reference:	§ 20-9-311(4)(d), MCA ARM 10.55.705 ARM 10.55.906 ARM 10.55.907	Calculation of Average Number Belonging Administrative Personnel; Assignment of School Administrators/Principals High School Credit Distance, Online, and Technology Delivered Learning

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

1 _____ **School District**

2
3 **INSTRUCTION**

2221P
page 1 of 2

4
5 School Closure Procedure

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

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

13
14 In the event extremely cold temperatures, wind chill factors, snow, wind, community disaster,
15 public health emergency, or other circumstances require a modification of the normal routine, the
16 Superintendent will make the modification decision prior to 6:00 a.m. and contact the public
17 radio stations for broadcast to the community and will initiate the emergency fan-out
18 communication procedure to all administrators.

19
20 The provisions of this procedure may be terminated, amended, or adjusted, by the Board of
21 Trustees in the event of circumstances requiring extended school closure due to a declaration of
22 emergency.
23

24 Work Schedules and Responsibilities for School Closures

25
26 **Superintendent**

27
28 ~~Only~~ The Superintendent or Board of Trustees has authority to close schools. The
29 Superintendent will be on duty throughout any existing or potential emergency situation, day or
30 night. All orders of doubtful origin should be confirmed with the Superintendent.
31

32 **Central Administrative Personnel**

33
34 Central administrative personnel will be expected to report for duty on their assigned shifts in the
35 event of any school closure, insofar as is safely possible, unless otherwise directed by the
36 Superintendent or designee. Additional hours may be required, especially of the maintenance
37 supervisor, business manager, and personnel director, depending on the nature of the emergency.
38 ~~If it is absolutely impossible for a central administrator to report for duty, the administrator may~~
39 ~~take the day as a personal leave day or vacation day, with the permission of the Superintendent.~~
40

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

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

1
2
3
4 administrator will ascertain that the building has been adequately secured and that any child who
5 mistakenly reports to school [~~in the event school has been closed~~] is properly and safely cared for
6 and returned home per District policy. The administrator and this minimal support staff shall
7 notify other staff and/or other support employees of the situation and will respond to telephone
8 questions. Staff will be advised of schedule for the day by immediate supervisor. ~~When the~~
9 ~~situation has been stabilized, the personnel who reported to work may choose to return home.~~
10 ~~An administrator or exempt employee who does not work a normal day will then adjust his/her~~
11 ~~work year, by memorandum to the Superintendent, by the number of hours not worked on the~~
12 ~~day or days of school closure.~~

13 14 **12-Month Classified Employees**

15
16 In the event of school closure, 12-month classified personnel may report for duty or not report
17 for duty, as directed by their immediate supervisor. Building secretaries and secretaries to key
18 central administrative personnel who are required to be on duty are expected to report for duty.
19 If a 12-month classified employee is unable to or does not report for duty, the employee will
20 complete a leave request form to declare the day as personal leave, vacation, or leave without
21 pay.

22 23 **10- and 11-Month Classified Employees**

24
25 Ten- and 11-month employees may report for duty or not report for duty as directed by their
26 immediate supervisor. If such employees do not report for duty, they will complete a District
27 leave request form to declare the day as personal leave, vacation, or leave without pay.

28 29 **Aides, Food Service Workers, and Other 9¼-Month Classified Employees**

30
31 These employees work only those days school is in session and are not expected to work when
32 school is not in session. If school has been closed, 9¼-month employees should not report for
33 duty unless otherwise directed by their immediate supervisor. 9¼-month employees will
34 complete a leave request form to declare the day as personal leave, vacation, or leave without
35 pay.

36 37 **Teachers (Teachers, Librarians, Psychologists, Counselors)**

38
39 If schools are closed for weather or other emergency conditions, teachers are not expected to
40 report for duty unless directed otherwise. Teachers do not need to submit an absence form. In
41 cases of school closures, it is customary for the days to be made up at another time; thus teachers
42 will typically still fulfill their contract days.

43 44 Policy History:

45 Adopted on:
46

- 1 Reviewed on:
- 2 Revised on:

2
3 **STUDENTS**

4
5 Enrollment and Attendance Records

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

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

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

- 4 • A student of the district completing work on a proficiency basis in accordance with
5 Sections 20-9-311(4)(d) and 20-9-324(18)(b), MCA;
- 7 • A student gaining credit for participating in a work-based learning program pursuant to
8 [New Section 8] of Chapter 247, Laws of 2021 and Policy 2600;
- 10 • A student participating in an “innovative educational program” as defined in Section 15-
11 30-3102, MCA;
- 13 • A resident of the district attending a Montana job corps program under an interlocal
14 agreement with the district under Section 20-9-707, MCA; or
- 16 • A resident of the district attending a Montana Youth Challenge Program under an
17 interlocal agreement with the district under Section 20-9-707, MCA.
- 19 • A student with a disability who is over 19 years old but under 21 years of age, has been
20 enrolled by the Board of Trustees in accordance with Policy 3110, and qualifies in
21 accordance with Section 20-9-311(7), MCA, to remain enrolled and be served by schools,
22 if the following criteria are satisfied:
 - 23 • the student has not graduated;
 - 25 • the student is eligible for special education services and is likely to be eligible for
26 adult services for individuals with developmental disabilities due to the
27 significance of the student's disability; and
 - 29 • the student's individualized education program has identified transition goals that
30 focus on preparation for living and working in the community following high
31 school graduation since age 16 or the student's disability has increased in
32 significance after age 16.

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

37
38
39 Enrollment for Purposes of Participation in Extracurricular Activities By an Unenrolled Child or
40 Part Time Enrolled Student

41
42 The District shall include for ANB purposes a child who during the prior school year:

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

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

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

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

Homeless Youth and Foster Children

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

Cross References:	Policy 3510 Policy 2600	School Sponsored Activities Work Based Learning
Legal Reference:	§ 1-1-215, MCA § 20-9-311, MCA § 20-9-706, MCA § 20-9-707, MCA 29 U.S.C. 794 34 CFR 300.1, et seq. Chapter 297 Chapter 269 Chapter 247 <u>Chapter 406</u>	Residence – rules for determining Calculation of average number belonging (ANB) -- three-year averaging. Running start program – authorizing class credits at postsecondary institution – eligibility – payment for credits Agreement with Montana youth challenge program or accredited Montana job corps program Nondiscrimination under Federal grants and programs Assistance to states for the education of children with disabilities 2021 General Legislative Session 2021 General Legislative Session 2021 General Legislative Session <u>2021 General Legislative Session</u>

Policy History:
Adopted on:

- 1 Reviewed on:
- 2 Revised on:

1 _____ **School District**

2
3 **STUDENTS**

3222

4
5 Distribution and Posting of Student Materials

6
7 District policy allows distribution of materials for student curricular clubs and non-curricular
8 groups.

9
10 The Superintendent, building principal, or designee must approve all materials before they may
11 be distributed or posted. Materials distributed or posted will include an notation to inform the
12 recipient if the material is from a curricular student club or non-curricular student group.

13
14 To facilitate the distribution of materials with information about student activities, each school
15 may maintain a centrally located bulletin board for the posting of materials, and/or maintain a
16 table available to students for placing approved materials. Materials may also be posted on
17 designated walls in the school buildings.

18
19 Materials from a curricular student club or non-curricular student group, which provide
20 information valued or needed by the students of the school district may be distributed, except
21 those that would:

22
23 A. Disrupt the educational process;

24 B. Violate the rights of others;

25 C. Invade the privacy of others;

26 D. Infringe on a copyright;

27 E. Violate District policy, procedure, or administrative directive;

28 F. Be obscene, vulgar or indecent; or

29 G. Promote violence, discriminatory conduct, the use of drugs, alcohol, tobacco, nicotine
30 and any other tobacco innovation, firearms, or certain products that create community
31 concerns.

32
33 All non-student community materials must be reviewed and approved by the Superintendent,
34 building principal, or designee in accordance with Policy 4331.

35
36 ~~District policy allows distribution of materials of parent and student organizations sponsored by~~
37 ~~the District or other governmental agencies. The District also may allow distribution of materials~~
38 ~~that provide information valued or needed by the District.~~

39
40 ~~The Superintendent must approve all materials before they may be distributed by any~~
41 ~~organization.~~

42
43 ~~To facilitate the distribution of materials with information about student activities, each school~~
44 ~~may maintain a centrally located bulletin board for the posting of materials, and/or maintain a~~
45 ~~table available to students for placing approved materials.~~

- 1
- 2 Policy History:
- 3 Adopted on:
- 4 Reviewed on:
- 5 Revised on:

2
3 **STUDENTS**

4
5 Searches and Seizure

6
7 The goal of search and seizure with respect to students is meeting the educational needs of
8 children and ensuring their security. The objective of any search and/or seizure is not the
9 eradication of crime in the community. Searches may be carried out to recover stolen property,
10 to detect illegal substances or weapons, or to uncover any matter reasonably believed to be a
11 threat to the maintenance of an orderly educational environment. The Board authorizes school
12 authorities to conduct reasonable searches of school property and equipment, as well as of
13 students and their personal effects, to maintain order and security in the schools.

14
15 The search of a student, by authorized school authorities, is reasonable if it is both: (1) justified
16 at its inception, and (2) reasonably related in scope to the circumstances which justified the
17 interference in the first place.

18
19 School authorities are authorized to utilize any reasonable means of conducting searches,
20 including but not limited to the following:

- 21
22 1. A “pat down” of the exterior of the student’s clothing;
23 2. A search of the student’s clothing, including pockets;
24 3. A search of any container or object used by, belonging to, or otherwise in the possession
25 or control of a student; and/or
26 4. Devices or tools identified in school district policy or the student handbook or deemed
27 necessary by the Superintendent or designee.

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

31
32 School Property and Equipment and Personal Effects of Students

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

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

41
42 Students

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

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

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

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

Seizure of Property

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

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

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

1 _____ **School District**

2

3 **STUDENTS**

3235

4

5 Video Surveillance

6

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, buses, and equipment. The Superintendent will approve appropriate
10 locations for video cameras.

11

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.

16

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. The administration will have access to the
20 system for monitoring, maintenance, and necessary retention. Responsibilities governing access
21 to the system will be outlined in the employee's respective job description.

22

23 Video recordings will be totally without sound.

24

25

26

27

28

29 Cross Reference: 3600 Student Records

30

31 Policy History:

32 Adopted on:

33 Reviewed on:

34 Revised on:

2
3 **COMMUNITY RELATIONS**

6 Rules and Regulations for Building/Facility/Equipment Use
7

- 8 1. Applications requesting use of the school facility must be presented to the building
9 administrator at least ten (10) days in advance of the time desired and must be signed by
10 a qualified representative of the organization desiring to use the building.
11
- 12 2. The school premises shall not be available before 5:00 p.m. on school days, except under
13 special conditions.
14
- 15 3. Rental fees are as follows: (Example) Gym \$100 + custodian
16
17 Fees (will) (may) be waived for private nonprofit groups that do not charge admission
18 fees. Religious groups or organizations will be charged rental fees as listed above.
19
- 20 4. The use of the school premises will be denied when, in the opinion of the Superintendent
21 or the Board, such use may be construed to be solely for commercial purposes, there is a
22 probability of damage or injury to school property, or the activity is deemed to be
23 improper to hold in school buildings.
24
- 25 5. In case of loss or damage to school property, the organization and/or individual signing
26 the request shall be fully responsible and liable.
27
- 28 6. The District reserves the right to require a certificate of insurance from the renting
29 agency.
30
- 31 7. No furniture or apparatus shall be moved or displaced without permission.
32
- 33 8. No access to other rooms in the building shall be permitted unless designated by
34 agreement.
35
- 36 9. There shall be no narcotics, drugs (including tobacco or nicotine products), stimulants, or
37 alcohol used or sold in or about school buildings and premises, nor shall profane
38 language, quarreling, fighting, or illegal gambling be permitted. Violations of this rule
39 by any organization during occupancy shall be sufficient cause for denying further use of
40 school premises to the organization.
41
- 42 10. Wax, or other preparations ordinarily used on dance floors, is not to be used on
43 gymnasium floors.
44
- 45 11. The Superintendent may require a school employee to be present during use of the
46 building by the non-school organization. In such case, the requesting organization will

pay for the employee expense (i.e., custodians, overtime).

12. When the school official finds it necessary that police or other security personnel be retained for crowd control, such requirement may be added as a condition of the Facilities Use Agreement.

13. General Community Use of Gym/Weight Room/Equipment

The following guidelines will be strictly adhered to for community members accessing school property for use of the gymnasium, weight room, and other facilities:

- a. Absolutely no students are allowed in the facility during periods designated for general community use without proper adult supervision.
- b. All community members accessing the facility during periods for general community use will have completed the forms and training required by the school district which may include but are not limited to:
 - i. Signed Assumption of Risk Form on file in the office
 - ii. Proof of medical insurance. The School District DOES NOT provide medical insurance for any individuals who choose to access and use the facilities.
- c. Unacceptable behavior including but not limited to: undisciplined behavior, harassment, discrimination, misuse of equipment, or other violations of district policy will result in termination of access.
- d. Always make sure the facility is left as it was found and locked upon completion of use.

Policy History

Adopted on:

Reviewed on:

Revised on:

SCHOOL FACILITIES/GROUNDS USE AND LIABILITY RELEASE AGREEMENT_____ **School District**

Organization or Individual Requesting Facility Use: _____

Facility Requested: _____

Date and Hours of Requested Use: _____

Purpose of Use: _____

Will there be an admission fee? If so, how much?**Premises and Conditions**Conditions of Facilities Use - Use of District facilities is conditioned upon the following covenants:

1. All District policies are in effect and shall be honored during the rental period and while the requesting organization is using the facility.
2. That no alcoholic beverages, tobacco, nicotine products, or other drugs are sold or consumed on the premises by the requesting organization or individual or any of its employees, patrons, agents, or members.
2. That no illegal games of chance or lotteries will be permitted.
3. That no functional alteration of the premises or functional changes in the use of such premises shall be made without specific written consent of the District.
4. That adequate supervision is provided by the requesting organization or individual to ensure proper care and use of District facilities. The District uses audio and video surveillance to monitor activity in the facility.
5. The presence of weapons, including firearms, is prohibited unless previously reviewed and approved by the Board of Trustees in accordance with Montana law.
6. All District-owned equipment, facilities, and other property will remain unchanged and undamaged and the requesting organization or individual will pay for any damages to District property. All fobs, or other access items will be returned to the District. Access to the facility will be restricted to the identified points of ingress and egress.
7. All attendees and participants shall honor and enforce County Health Department directives and safety standards and School District policies regarding the health and safety at gatherings and events held at the school. The requesting organization is expected to specifically comply with all cleaning and disinfecting protocols outlined in District policy as attached.

Failure to honor these covenants will result in cancellation of the event and/or all available remedies under the law.

Rent and Deposit

The requesting organization or individual agrees to pay the District, as rent for the premises and as payment for special services (if any) provided by the District, the sum of \$ _____, and this shall be due _____ days in advance. The requesting organization or individual shall be responsible for the actual cost of repair or replacement, including costs, disbursements, and expenses, resulting while it has use of the premises.

Indemnification

The requesting organization or individual, by signature below, hereby guarantees that the organization shall indemnify, defend, and hold harmless the District and any of its employees or agents, from any liability, expenses, costs (including attorney's fees), damages, and/or losses arising out of injury or death to any person or persons or damage to any property of any kind in connection with the organization or individual's use of the District facility, which are not the result of fraud, willful injury to a person or property, or willful or negligent violation of a law on the part of the School District. The undersigned organization or individual accepts and assumes all such risks and hazards ~~and does hereby release the School District from any and all liability including, but not limited to bodily injury, personal injury, and/or property damage which are not the result of fraud committed, willful injury to a person or property, or willful or negligent violation of a law on the part of the School District.~~

Insurance

The user of the facility shall provide the District with a certificate of insurance and endorsement to their property and liability policy. Said certificate and policy endorsement shall name the District as an additional insured. The certificate and policy shall show coverage for comprehensive general liability insurance for injuries to or death of any person or damage to or loss of property arising out of or in any way resulting from the described use of the facility. The insurance shall provide for amounts not less than \$1,000,000 for bodily injury or death to any one person or resulting from any one accident, and \$1,000,000 for property damage in any one accident or the policy may provide a combined single limit for bodily injury and property damage for \$1,000,000. The certificate shall contain a provision that the insurer not cancel or refuse to renew without giving the District written notice at least 10 days before the effective date of the cancellation or non-renewal.

Special Events Coverage

~~The district requires the event holder to purchase a special event liability policy for the event, and to name the district as an additional insured on the policy. The event holder should provide the district with a certificate insurance outlining the coverage limits and that the district has been named as an additional insured on the policy. Minimum coverage limits of \$1,000,000 per occurrence and \$2,000,000 aggregate should be purchased.~~

Assumption of Risk

~~The requesting organization agrees to indemnify, release and hold harmless the District, inclusive of its employees, administration, board of trustees, and insurers from any and all civil liability involving any and all forms of injury except those that may arise as a result of willful, wanton or reckless conduct by the District or its agents adding unwarranted danger to participation in such event.~~

The requesting organization understands that the District will take all reasonable precautions to insure the risk of injury to individuals accessing the facilities or grounds is minimized. However, even though these precautions are taken there is still a chance of injury, and in rare instances even severe injury and death. The requesting organization understands the risks involved. Any negligence arising out of use of the facilities or grounds under this agreement shall be attributed to requesting entity as comparative negligence within the meaning of Section 27-1-702, MCA.

The School District DOES NOT provide medical insurance for any individuals who choose to access and use the facilities.

Non-Discrimination

The District will consider requests for use of district facilities for political purposes and activity in accordance with Montanan law. The requesting organization or individual agrees to abide by non-discrimination clauses as contained in the Montana Human Rights Act and the Governmental Code of Fair Practices.

District's Rights

The District reserves the right to cancel this Agreement, when it is determined by the District that the facilities are needed for school purposes, the event will violate District policy, or if the conditions outlined in this agreement are not satisfied. The District reserves all rights under the law to seek remedy in the event School District property is damaged.

DATED this ____ day of _____, 20__.

_____ **School District:**

_____ **Requesting Organization or Individual:**

By _____

By _____

Address _____

Phone _____

Additional Obligations _____

2
3 **PERSONNEL**

4
5 Classified Employment and Assignment

6
7 Employees designated as “classified” employees include all non-teaching positions or duties in
8 the District.

9
10 Each newly hired classified employee will either be hired: (1) as a probationary employee, or (2)
11 immediately be placed on a written contract for a specific term with a beginning and ending date,
12 within the meaning of Section 39-2-912(2), MCA. Employees initially hired on a written
13 contract for a specific term will have no expectation of continued employment beyond the
14 current contract term, and in the absence of Board action to offer a subsequent contract, the
15 employment will automatically conclude at the conclusion of the contract term.

16
17 For those employees hired as probationary employees, such employees will be required to
18 complete a probationary period of six months. The Board authorizes the Superintendent to
19 extend the probationary period in a manner permitted by law. Any extension of the probationary
20 period by the Superintendent, together with the original probationary period, may not exceed a
21 total of 18 months. Leaves of absence by an employee for a period of more than 5 consecutive
22 working days other than holidays or vacations during the probationary period will not be counted
23 as part of the probationary period.

24
25 During the probationary period of employment, the employment may be terminated at the will of
26 either the School District or the employee on notice to the other for any reason or no
27 reason. Prior to the conclusion of the original or extended probationary period, the
28 Superintendent will determine whether to retain the employee or make a recommendation to the
29 Board for termination of probationary employment. If the employee is retained, the employee
30 will be designated as one of the following types of employees depending on the factors noted.

31
32 Designation 1: If, before the probationary period concludes, the employee is placed on a written
33 employment contract, the employment contract shall be a written contract of employment for a
34 specific term with a beginning and ending date, within the meaning of Section 39-2-912(2),
35 MCA. The employee will have no expectation of continued employment beyond the current
36 contract term, and in the absence of Board action to offer a subsequent contract, the employment
37 will automatically conclude at the conclusion of the contract term.

38
39 If the employee is issued subsequent contracts for a specific term following the initial contract, a
40 probationary period will not apply. The employee will be subject to terms of the contract
41 including the beginning and ending date, within the meaning of Section 39-2-912(2), MCA. The
42 employee will have no expectation of continued employment beyond the current contract term,
43 and in the absence of Board action to offer a subsequent contract, the employment will
44 automatically conclude at the conclusion of the contract term.

1 _____ **School District**

2
3 **PERSONNEL**

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Page 1 of 2

4
5
6 Personal Conduct

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

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

18
19 In accordance with state law, an employee shall not dispense or utilize any information gained from
20 employment with the District, accept gifts or benefits, or participate in business enterprises or
21 employment that creates a conflict of interest with the faithful and impartial discharge of the employee's
22 District duties. A District employee, before acting in a manner which might impinge on any fiduciary
23 duty, may disclose the nature of the private interest which would create a conflict. Care should be taken
24 to avoid using or avoid the appearance of using official positions and confidential information for
25 personal advantage or gain. Curriculum or materials created within the course of the employee's
26 duties for the District using District resources are considered to be the property of the District.

27
28 Further, employees are expected to hold confidential all information deemed not to be for public
29 consumption as determined by state law and Board policy. Employees also will respect the
30 confidentiality of people served in the course of an employee's duties and use information gained in a
31 responsible manner. The Board may discipline, up to and including discharge, any employee who
32 discloses confidential and/or private information learned during the course of the employee's duties or
33 learned as a result of the employee's participation in a closed (executive) session of the Board. Discretion
34 should be used even within the school system's own network of communication and confidential
35 information should only be communicated on a need to know basis.

36
37 Administrators and supervisors may set forth specific rules and regulations governing staff conduct on the
38 job within a particular building.

39
40 Firearms and Weapons

41
42 Employees of the District shall not injure or threaten to injure another person; damage another's property
43 or that of the District; or possess any firearm or other non-firearm weapon on school property at any time.

44
45 For the purposes of this policy, the term "firearm" means (A) any weapon which will or is designed to or
46 may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of
47 any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device pursuant to
48 18 U.S.C. 921 (4). Such term does not include an antique firearm pursuant to 18 U.S.C. 921 (16).

49
50 For purposes of this policy, "non-firearm weapon" means any object, device, or instrument designed as a

1 weapon or through its use is capable of intimidating threatening or producing bodily harm or which may
2
3
4
5 be used to inflict injury, including but not limited to air guns; pellet guns; BB guns; fake or facsimile
6 weapons; all knives; blades; clubs; metal knuckles; nunchucks; throwing stars; explosives; fireworks;
7 mace or other propellants; stun guns; ammunition; poisons; chains; arrows; and objects that have been
8 modified to serve as a weapon.
9

10 District administrators are authorized to appropriate action, as circumstances warrant, to enforce this
11 section of the policy including but not limited to requesting the assistance of law enforcement in
12 accordance with Montana law.
13

14 For the purposes of this policy, "school property" means within school buildings, in vehicles used for
15 school purposes, or on owned or leased school land or grounds. "Building" specifically means a
16 combination of any materials, whether mobile, portable, or fixed, to form a structure and the related
17 facilities for the use or occupancy by persons or property owned or leased by a local school district that
18 are used for instruction or for student activities as specified in Section 50-60-101(2), MCA and Section
19 45-8-361, MCA. The term is construed as though followed by the words "or part or parts of a building"
20 and is considered to include all stadiums, bleachers, and other similar outdoor facilities, whether
21 temporary or permanently fixed.
22

23 This section does not apply to a law enforcement officer acting in the officer's official capacity or an
24 individual previously authorized by the Board of Trustees to possess a firearm or weapon in a school
25 building.
26

27 The Board of Trustees shall annually review this policy and update this policy as determined necessary by
28 the trustees based on changing circumstances pertaining to school safety.
29

30 Cross Reference: Professional Educators of Montana Code of Ethics
31 5121 Applicability of Personnel Policies
32 3311 Firearms and Weapons
33 5232 Abused and Neglected Children
34 4332 Conduct on School Property
35

36 Legal Reference: § 20-1-201, MCA School officers not to act as agents
37 Title 2, Chapter 2, Part 1 Standards of Conduct
38 § 39-2-102, MCA What belongs to employer
39 § 45-8-361, MCA Possession or allowing possession of
40 a weapon in a school building
41 § 45-5-501, MCA Definitions
42 § 45-5-502, MCA Sexual Assault
43 ARM 10.55.701(2)(d) Board of Trustees
44
45

46 Policy History:

47 Adopted on:

48 Reviewed on:

49 Revised on:

1 _____ **School District**

2
3 **PERSONNEL**

5314

4
5 Substitutes

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

9
10 The Board authorizes the use of substitute teachers that appear on the list to replace teachers who
11 are temporarily absent. The principal shall arrange for the substitute to work for the absent
12 teacher. Under no condition is a teacher to select or arrange for their own substitute. A
13 substitute teacher may be employed to carry on a teacher's duties not to exceed 35 consecutive
14 teaching 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 substitute teachers. No fringe benefits are
22 given to substitute teachers.

23
24 Substitutes for classified positions will be paid by the hour. When a classified employee is called
25 upon to substitute for a teacher, the teacher sub rate shall apply unless the classified rate of pay is
26 higher.

27
28 All substitute teachers will be required to undergo fingerprint and background checks. All
29 substitutes are subject to District Policies during their term of service to the District. All
30 substitutes shall abide by student and staff confidentiality standards during their term of service
31 to the District.

32
33 Legal Reference: 10.55.716, ARM Substitute teachers

34
35
36 Policy History:

37 Adopted on:

38 Reviewed on:

39 Revised on:

1 Revised on:

2
3 **COMMUNITY RELATIONS**

4
5 District Social Media Presence

6
7 The District social media accounts are provided for communication with the community. The
8 School District will update these accounts as often as possible to share as much as necessary can
9 about the School District and the achievements of the students and staff as well as other relevant
10 district community information.

11
12 All posting of comments on these accounts are at the discretion of the page administrators. The
13 intent of this policy is to protect the privacy and rights of School District’s staff and students.
14 The account administrators will review all postings to make sure they do not violate the rules nor
15 of the District’s Acceptable Use Guidelines regarding Internet access and practices. All posts
16 will be accompanied by an explanation of how to communicate with the School District in a
17 manner consistent with District policy.

18
19 The School District uses social media in conjunction with the School District’s website. Staff
20 members assigned to access/post information are:

- 21
22 1) Superintendent
23 2) Principal
24 3) Activities Director

25
26 These staff members will complete training as needed to ensure use of the social media is
27 consistent with this and other District policies.

28
29 The Board authorizes the Superintendent to take necessary steps to implement this policy.

30
31 Policy History:

32 Adopted on:

33 Reviewed on:

34 Revised on:

1 _____ **School District**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8211
page 1 of 3

4
5 Procurement Policy Using Federal Funds

6
7 The purpose of this Policy is to establish guidelines that meet or exceed the procurement
8 requirements for purchases of goods, services, and construction or repair projects when federal
9 funds are being used in whole or in part to pay for the cost of the contract. The policy
10 specifically applies to purchases using federal funds including but not limited to food service
11 purchases.

12
13 This policy applies to contracts for purchases, services, and construction or repair work funded
14 with federal financial assistance whether direct or reimbursed. The requirements of this Policy
15 also apply to any subrecipient of the funds. All contracts paid for in whole or in part with federal
16 funds shall be in writing.

17
18 All federally funded projects, loans, grants, and sub-grants, whether funded in part or wholly, are
19 subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements
20 for federal awards codified at 2 C.F.R. Part 200 unless otherwise directed in writing by the
21 federal agency or state pass-through agency that awarded the funds.

22
23 No contract may be divided to bring the cost under bid thresholds or to evade any requirements
24 under this Policy or state and federal law.

25
26 **Purchases:**

- 27 • Purchases greater than \$1 and less than \$80,000:
- 28 ○ Any purchase greater than \$1 and less than \$80,000 will be handled in a fair and
 - 29 equitable manner consistent with district policy on purchasing as specified in
 - 30 accordance with Policy 7320.
 - 31 ○ The District may obtain two or more estimates when any purchase will cost less
 - 32 than eighty thousand (\$80,000).
 - 33 ○ The District may enter into a cooperative purchasing contract for procurement of
 - 34 supplies with one or more districts or a Cooperative Services Program. This
 - 35 allows the District to participate in a cooperative purchasing group to purchase
 - 36 supplies through the group without bidding if the cooperative purchasing group
 - 37 has a publicly available master list of items available with pricing included and
 - 38 provides an opportunity at least twice yearly for any vendor, including a Montana
 - 39 vendor, to compete, based on a lowest responsible bidder standard.
- 40
- 41 • Purchases greater \$80,000 will be handled in accordance with District Policy 7320.
- 42

43 **Suspension and Debarment**

44
45 The District will award contracts only to responsible contractors possessing the ability to
46 perform successfully under the terms and conditions of the proposed procurement. All

1
2
3
4 purchasing decisions shall be made in the best interests of the District and shall seek to obtain the
5 maximum value for each dollar expended . When making a purchasing decision, the District
6 shall consider such factors as (1) contractor integrity; (2) compliance with public policy; (3)
7 record of past performance; and (4) financial and technical resources.
8

9 The Superintendent shall have the authority to suspend or debar a person/corporation, for cause,
10 from consideration or award of further contracts.
11

12 The District shall not subcontract with or award subgrants to any person or company who is
13 debarred or suspended For contracts over \$25,000, the District shall confirm that the vendor is
14 not debarred or suspended by confirming such status.
15

16 **Maintenance of Procurement Records**

17

18 The District maintains records sufficient to detail the history of all procurements . These records
19 include, but are not limited to, the following: rationale for the method of procurement, selection
20 of contract type, contractor selection, or rejection, and the basis for the contract price (including
21 a cost or price analysis).
22

23 **Standards of Conduct for District Employees:**

- 24 • The District maintains the following code of conduct for any employees engaged in
25 award and administration of contracts supported by Federal Funds:
26
- 27 • No District employee will engage in any procurement when there is a conflict of interest,
28 real or perceived, and District employees cannot solicit or accept any gratuities, favors or
29 anything of monetary value from prospective vendors. This shall not preclude district
30 personnel from serving on boards or participating in organizations that support the
31 district's need to obtain quality services and supplies.
32
- 33 • No District employee shall participate in the selection, award or administration of a
34 contract when any of the following persons have a financial interest in the firm selected
35 for award:
 - 36 ○ The employee
 - 37 ○ Any member of his/her immediate family
 - 38 ○ People with whom there is an intimate personal relationship
 - 39 ○ An organization which employs or is about to employ any of the above
 - 40
- 41 • The District would like all employees to behave with the utmost integrity and never be
42 self-serving, be fair in all aspects of the procurement process, be alert to conflicts of
43 interest, and avoid any compromising situations.
44
- 45 • Employees found to be in violation of this policy are subject to disciplinary action, up to
46 and including termination.

1
2
3
4 **Contracting with small and minority businesses, women's business enterprises, and labor**
5 **surplus area firms:**
6

7 The School District will take all necessary affirmative steps to assure that minority businesses,
8 women's business enterprises, and labor surplus area firms are used for projects and purchases
9 covered by this policy, when possible under the circumstances governing or relating to the
10 purchase or project. Affirmative steps shall include:

- 11 • Placing qualified small and minority businesses and women's business enterprises on
12 solicitation lists covered by this policy;
- 13 • Assuring that small and minority businesses, and women's business enterprises are
14 solicited for projects and purchases covered by this policy whenever they are potential
15 sources;
- 16 • Dividing total requirements, when economically feasible and legally permissible, into
17 smaller tasks or quantities to permit maximum participation by small and minority
18 businesses, and women's business enterprises for projects and purchases covered by
19 this policy;
20
- 21 • Establishing delivery schedules, where the requirements and circumstances permit,
22 which encourage participation by small and minority businesses, and women's business
23 enterprises for projects and purchases covered by this policy;
- 24 • Using the services and assistance, as appropriate, of such organizations as the Small
25 Business Administration and the Minority Business Development Agency of
26 the Department of Commerce for projects and purchases covered by this policy; and
27 • Requiring the prime contractor, if subcontracts are to be let for a project or purchase
28 covered by this policy, to take the affirmative steps listed in this section.

29
30 Cross Reference: Policy 7320 - Purchasing
31

32 Policy History:

33 Adopted on:

34 Reviewed on:

35 Revised on:
36
37

1 _____ School District

2
3 THE BOARD OF TRUSTEES

1135P

4
5 School Board Advocacy

6
7 ~~Once the Board of Trustees has determined that it is in its best interest to actively become an~~
8 ~~advocate for the education of the students in its District, the following guidelines are established~~
9 ~~to help facilitate the process.~~

10
11 ~~1. An additional item on the agenda of the Annual Organizational Meeting, usually held in~~
12 ~~May of each year, will include the appointment of one (1) of its trustees as the Board~~
13 ~~Legislative Contact (BLC) to the Montana School Boards Association (MTSBA).~~

14
15 ~~a. The District Clerk will submit the name to the Administrative Service Specialist~~
16 ~~of the MTSBA no later than one (1) month after the appointment.~~

17
18 ~~2. The Board will identify this appointee and/or additional trustees as registered lobbyists~~
19 ~~for the District.~~

20
21 ~~a. The District Clerk will make sure that the appointed trustee(s) are sufficiently~~
22 ~~registered as lobbyists for the District.~~

23
24 ~~3. The threshold for reimbursement of expenses before the lobbying license requirement~~
25 ~~becomes effective will be determined by the Commissioner of Political Practices.~~

26
27 ~~4. The BLC, or designee, will attend the Day of Advocacy during each legislative session.~~

28
29 ~~5. The BLC, or designee, will attend the annual Delegate Assembly.~~

30
31 ~~6. The Board may set additional parameters, including the number of trips to the~~
32 ~~Legislature, the number of regional and state meetings approved, etc.~~

33
34 ~~7. The Board will include an item on its monthly agenda, giving the BLC an opportunity to~~
35 ~~discuss advocacy information.~~

36
37
38
39 ~~Legal Reference: § 5-7-112, MCA Payment threshold inflation adjustment~~
40 ~~ARM 44.12.204 Payment threshold inflation adjustment~~

41
42 Policy History:

43 Adopted on:

44 Reviewed on:

45 Revised on:

Copyright Compliance

Authorized Reproduction and Use of Copyrighted Material in Print

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

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

1. Brevity

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

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

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

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

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

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

Authorized Reproduction and Use of Copyrighted Materials in the Library

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

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

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

Authorized Reproduction and Use of Copyrighted Music or Dramatic Works

Teachers may:

- Make a single copy of a song, movement, or short section from a printed musical or dramatic work that is unavailable except in a larger work for purposes of preparing for instruction;
- Make multiple copies for classroom use of an excerpt of not more than 10% of a printed musical work if it is to be used for academic purposes other than performance, provided that the excerpt does not comprise a part of the whole musical work which would constitute a performable unit such as a complete section, movement, or song;
- In an emergency, a teacher may make and use replacement copies of printed music for an imminent musical performance when the purchased copies have been lost, destroyed or are otherwise not available.
- Make and retain a single recording of student performances of copyrighted material when it is made for purposes of evaluation or rehearsal;

- ~~Make and retain a single copy of excerpts from recordings of copyrighted musical works for use as aural exercises or examination questions; and,~~
- ~~Edit or simplify purchased copies of music or plays provided that the fundamental character of the work is not distorted. Lyrics shall not be altered or added if none exist.~~

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

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

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

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

Recording of Copyrighted Programs

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

USE OF INFORMATION RESOURCES REGULATION

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

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

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

Authorized Reproduction and Use of Copyrighted Computer Software

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

- ~~• All copyright laws and publisher license agreements between the vendor and the school district shall be observed;~~
- ~~• Staff members shall take reasonable precautions to prevent copying or the use of unauthorized copies on school equipment;~~
- ~~• A back up copy shall be purchased, for use as a replacement when a program is lost or damaged. If the vendor is not able to supply a replacement, the school district shall make a back up copy that will be used for replacement purposes only;~~

- ~~• A copy of the software license agreement shall be retained by the, [board secretary, technology director or teacher librarian choose all that apply or add others]; and,~~
- ~~• A computer program may be adapted by adding to the content or changing the language. The adapted program may not be distributed.~~

Fair Use Guidelines for Educational Multimedia

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

USE OF INFORMATION RESOURCES REGULATION

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

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

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

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

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

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

Procedure History:

Promulgated on:

Reviewed on:

Revised on: —

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

MEETING DATE: 11-16-2021

AGENDA ITEM #: 15

AGENDA TITLE: Resignation

SUMMARY: We have received a resignation communication from Kim Ellis, custodian. I would like to recommend the Board accept the resignation and release her from the remaining term of her contract.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Bergum					
Colvin					
Walker					

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

MEETING DATE: 11-16-2021

AGENDA ITEM #: 16

AGENDA TITLE: 2021-2022 Classified Staff Reassignment

SUMMARY: Amy Jones would like to request a reassignment from being a Cook's Helper to being a Custodian.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Bergum					
Colvin					
Walker					

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

MEETING DATE: 11-16-2021

AGENDA ITEM #: 17

AGENDA TITLE: 2021-2022 Classified Staff Contract(s)

SUMMARY:

- a. Cook’s Helper: Teri George would like to recommend Jennifer Struna for this position.
- b. Part-Time Custodian (Student): Joseph McCarty is unable to continue to fill this position due to extra-curricular activities, so Karen Eggett would like to recommend Peyton Buck Elk for this position.
- c. Bus Monitor: I would like to recommend adding Diane Hampton to the Bus Monitor Roster.
- d. Maintenance Staff Position: We continue to advertise this position, but have no applicants at this time.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Bergum					
Colvin					
Walker					

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

MEETING DATE: 11-16-2021

AGENDA ITEM #: 18

AGENDA TITLE: 2021-2022 Extra-Curricular Contract(s)

SUMMARY:

- a. High School Boys’ Basketball Assistant Coach: We are expecting 26 participants for the boy’s squad this year. Mark Peterson would like to request an additional assistant coach and would like to recommend Christina Olson for this position.
- b. High School Golf Head Coach: We continue to advertise this position and have no additional applicants at this time.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Bergum					
Colvin					
Walker					

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

MEETING DATE: 11-16-2021

AGENDA ITEM #: 19

AGENDA TITLE: Guest Teacher Application(s)

SUMMARY: I have received applications from Tessa Larsen and Merissa Henry. I recommend approval of both candidates pending background checks.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Bergum					
Colvin					
Walker					

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

MEETING DATE: 11-16-2021

AGENDA ITEM #: 20

AGENDA TITLE: Fingerprinting Procedures

SUMMARY: I would like to recommend that fingerprinting be conducted during normal work hours only. That should take care of everything else.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Bergum					
Colvin					
Walker					

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

MEETING DATE: 11-16-2021

AGENDA ITEM #: 21

AGENDA TITLE: School Reopening (Health and Safety) Plan Update

SUMMARY: The state is requiring all schools to update their reopening plan (aka Health and Safety Plan) by the end of November. I have done some small modifications to the plan and have attached it for your review and consideration. We are required to have a plan in place in order to receive ESSER funding.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Bergum					
Colvin					
Walker					

Culbertson School District Health & Safety Plan

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 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 unless masks are otherwise required by the Governor.
 - 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. Consider adoption and implementation of 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 Statewide COVID-19 Mandates at all times.

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

MEETING DATE: 11-16-2021

AGENDA ITEM #: 22

AGENDA TITLE: School Board Policy – 1st Reading

SUMMARY: Attached please find a copy of Board policy 1135. I recommend posting this policy for comments with consideration of adoption at the December Board meeting.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Bergum					
Colvin					
Walker					

1 _____ **School District**

2
3 **THE BOARD OF TRUSTEES**

1135

4
5 School Board Advocacy

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

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

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

24
25 In doing so, the Trustees will:

- 26
- 27 a. Review MTSBA legislative correspondence;
 - 28 b. Respond to MTSBA legislative calls to action;
 - 29 c. Participate in Day of Advocacy during each legislative session;
 - 30 d. Attend other state and regional association meetings as approved by the Board; and
 - 31 e. Advise MTSBA of the Board's views regarding MTSBA's legislative positions and
32 activities.
- 33
- 34 2. At least once each month in accordance with Policy 1420, the Board meeting agenda will
35 include an opportunity for the trustees to discuss educational issues pending on the state and
36 federal levels.
 - 37
 - 38 3. Work with the MTSBA, ~~the National School Boards Association (NSBA)~~, national
39 advocacy groups aligned with Montana school districts' interest in advocating for excellence
40 in public education through school board leadership, and other concerned groups and
41 organizations on matters of mutual interest.
- 42

43 Policy History:

44 Adopted on:

45 Reviewed on:

46 Revised on:

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

MEETING DATE: 11-16-2021

AGENDA ITEM #: 23

AGENDA TITLE: Void Warrant

SUMMARY: A warrant has been lost and the process requires the Board to approve voiding the warrant and issuing an indemnity bond. The lost warrant was a Payroll Warrant #360 in the amount of \$166.23.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Bergum					
Colvin					
Walker					

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.