

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

NOTICE OF REGULAR SCHOOL BOARD MEETING

Tuesday–April 19, 2022, 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. March 24, 2022 (Policy Committee Meeting)
 - b. March 24, 2022 (Negotiation Committee Meeting)
 - c. March 24, 2022 (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, 2022-2023 Staffing & Classroom Plan

NEW BUSINESS

15. Action, Resignation(s)
16. Action, 2022-2023 Teacher Contract(s)/Assignment(s)
17. Action, 2021-2022 Extra-Curricular Contract(s)
 - a. High School Golf Head Coach
18. Action, 2022-2023 Extra-Curricular Contacts
19. Action, Summer Employment Contracts
20. Action, Summer Computer Cleaning Contracts
21. Action, Guest Teacher Application(s)
22. Action, Access Key Card Reinstatement
23. Action, School Board Policy – First Reading
24. Action, National Honor Society Student Activity Account
25. Action, Sick Leave Bank Request
26. Action, MUST Insurance Renewal
27. Action, School Van Use Request
28. Action, 2022-2023 Interquest Canine Detection Services Contract
29. Action, 2020-2021 Audit Report
30. Action, District Clerk Evaluation

PUBLIC COMMENT FOR NON-AGENDA ITEMS

- 31.

REPORTS (Continued)

32. Information, Trustees Reports/Requests.

DATE/TIME FOR NEXT MEETING

33. Date: Tuesday, May 17th Time: 6:30 p.m.
Potential Conflicts: None
Suggested Changes: None

ADJOURNMENT

34. Time of adjournment: _____

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

Mission

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

Public Comment

(Agenda Items)

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

Thank you.

SCHOOL BOARD MINUTES
POLICY MEETING
March 24, 2022
Thursday – 5:30 p.m.

The Policy Committee met on March 24, 2022 at 5:32 p.m. Trustees present were: Eric Bergum, Mark Colvin, and Ian Walker. Representatives were: Larry Crowder, Dave Solem, and Lora Finnicum.

Visitors were recognized. Notice for public comment given. The history of extracurricular stipends and the weekly activity breakdowns were provided. Treating all high school head coaches equal, suggestion was made to pay \$300 per week for all head coaches. Cost projections would be calculated. HS Assistant coaches would be \$200 per week.

Recommendations for JH head coaches would be \$1,500 with assistants at \$1,050. EL head coaches would be \$1,200 with assistants at \$840. Both groups have shorter seasons with no postseason play so the weekly cost does not work out.

Suggestions for band are \$2,500 and choir are \$1,250. Stipends for Assistant Play and Prom would be deleted. Play stipend would be changed to MCT Advisor at \$300 Student Council and class advisor stipends would increase \$100 each. All recommended changes would be costed out. Chair adjourned meeting at 6:00 p.m.

Chairman of the Board


Clerk

SCHOOL BOARD MINUTES

COMMITTEE MEETING

March 24, 2022

Thursday – 6:00 p.m.

The Negotiations Committee met for contract negotiations on March 24, 2022 at 6:14 p.m. Trustees present were: Paul Finnicum, Luke Anderson, Eric Bergum, Mark Colvin, and Ian Walker. Representatives were: Mike Olson and Lora Finnicum.

No other visitors were present. Notice for public comment given. Principal contract is tied to teacher pay scale. No other contract language proposed. Mr. Olson would like staff appreciation funds. Coordinate with clerk to set budget. No proposed changes to the Technology System Coordinator Contract. Committee expressed appreciation for exceptional job. Chair adjourned meeting at 6:26 p.m.

Chairman of the Board



Clerk

SCHOOL BOARD MINUTES
REGULAR MEETING
March 24, 2022
Thursday – 6:30 p.m.

The Board met in regular session on Thursday, March 24, 2022, 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.

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

Luke Anderson made motion to approve the minutes of February 24th (negotiation committee), February 24th (regular board), and March 14, 2022 (negotiation committee) meeting(s). Eric Bergum seconded motion. Motion carries unanimously.

Luke Anderson made motion to pay the March bills, approve investments, note cash and extra-curricular balances. Ian Walker seconded the motion. Motion carries unanimously. Payroll warrants #1247 to #1306 and claims warrants #10392 to #10445 were written.

Reports were presented. HS Academic team placed third overall in written tests with several individual placements. JH Academic team is scheduled for next month. JH music festival had 51 events and received 36 superiors. Jeri Gustafson received the 2022 Class C Speech Coach of the Year and will be inducted into the S&D Hall of Fame. Several students qualified for BPA Nationals in Texas. Board expressed congratulations on all student accomplishments. Mr. Olson reported on possible grant opportunity for chromebook replacements. Two trustee candidates filed for the 3-year position for the upcoming school election.

Teacher negotiations were finalized. Luke Anderson made motion to ratify the 2022-2025 Master Agreement as presented. Mark Colvin seconded motion. Board expressed appreciation to all involved in negotiations. Motion carries unanimously.

Luke Anderson made motion to renew tenure teaching contracts for Janelle Ator, Amy Berwick, Karen Brock, Amanda Bushlen, Courtney Forbregd (10 days), Jeri Gustafson, Brenda Harvey, Angela Iverson, Theresa McDonald, Darla Mogga, Wendy Nickoloff, Brad Nielsen, Tiffany Nielsen, Christina Olson, Phyllis Owan, Paula Schledewitz, Rhonda Seitz, David Solem, and Jennessy Taberna for the 2022-2023 school year. Eric Bergum seconded motion. For motion: Anderson, Bergum, Colvin. Recusal: Walker. Motion carries. Luke Anderson made motion to offer a tenure teaching contract to Leanne Knapp for the 2022-2023 school year. Eric Bergum seconded motion. Motion carries unanimously. Mark Colvin made motion to offer a tenure teaching contract to Russell Pfeifer for the 2022-2023 school year. Eric Bergum seconded motion. For motion: Bergum, Colvin, Walker. Against: Anderson. Motion carries. Eric Bergum made motion to offer a tenure teaching contract to Pam Welch for the 2022-2023 school year. Ian Walker seconded motion. For motion: Bergum, Colvin, Walker. Against: Anderson. Motion carries. Mark Colvin made motion to offer a tenure teaching contract to Rhetta Wilson for the 2022-2023 school year. Luke Anderson seconded motion. Motion carries unanimously. Eric Bergum made motion to offer a tenure teaching contract to Joy Young for the 2022-2023 school year. Ian Walker seconded motion. Motion carries unanimously. Ian Walker made

SCHOOL BOARD MINUTES

REGULAR MEETING

March 24, 2022

Thursday – 6:30 p.m.

motion to renew the non-tenure teaching contract for Rachel Glavin for the 2022-2023 school year. Mark Colvin seconded motion. Motion carries unanimously. Eric Bergum made motion to renew the non-tenure teaching contract for Mark Pederson for the 2022-2023 school year. Luke Anderson seconded motion. Motion carries unanimously. Luke Anderson made motion to renew the non-tenure teaching contract for Shelly Salvevold for the 2022-2023 school year. Ian Walker seconded motion. Motion carries unanimously. Mark Colvin made motion to renew the non-tenure teaching contract for Lee Vandall for the 2022-2023 school year. Eric Bergum seconded motion. Motion carries unanimously.

Luke Anderson made motion to renew the principal contract for Mike Olson for the 2022-2023 school year. Mark Colvin seconded motion. Contract salary is tied to the teacher scale. Discretionary funds will be allotted for staff appreciation. Motion carries unanimously.

Luke Anderson made motion to renew the technology systems coordinator contract for Mike Olson for the 2022-2023 school year. Mark Colvin seconded motion. No change in contract terms. Motion carries unanimously.

Luke Anderson made motion to post policy 8121 and 8121F. Ian Walker seconded motion. Board discussed activity bus usage. MtSBA provided proposed policy to delineate usage terms and the requirement of insurance coverage. Motion fails unanimously. Luke Anderson made motion to approve the request for an activity bus to attend a football camp in Bozeman in June. Group would be responsible for costs of fuel, driver and wear and tear. A per mile usage rate would be determined for normal wear and tear costs. Motion carries unanimously.

Eric Bergum made motion to hire weight room supervisors of Brad Nielsen, Taleasha Stuber, Rhonda Larsen, Shelly Salvevold, and Brian Manning at \$18/hours. Luke Anderson seconded motion. Costs would come from adult ed funds. Students would be surveyed for attendance and a schedule would be developed. Motion carries unanimously.

No audit report at this time.

Mark Colvin made motion to hire Terri Sansaver as JH Track Head Coach and Jessica Kierstad as EL Track Head Coach. Ian Walker seconded motion. Motion carries unanimously. No additional golf coach applicants. Program tabled for further action.

No elementary or high school general fund voted levies are necessary for 2022-2023. Mark Colvin made motion to approve the Resolution of Intent to Impose an Increase in Levies for the Elementary Transportation Fund of \$82,671 (8.36 mills) and for the High School Transportation Fund of \$37,833 (4.57 mills). Ian Walker seconded motion. Motion carries unanimously.

Eric Bergum made motion to hire Jeri Gustafson as HS Speech & Drama Head Coach, Tiffany Nielsen as HS Cheerleading Coach, Mark Pederson as HS Boys' Basketball Head Coach, and Colby McGinnis as HS Girls' Basketball Head Coach for the 2022-2023 school year. Ian Walker seconded motion. Motion carries unanimously.

SCHOOL BOARD MINUTES
REGULAR MEETING
March 24, 2022
Thursday – 6:30 p.m.

Options for staffing and classrooms were presented for board review. Luke Anderson made motion to hire Ezaria Rickett as Elementary Teacher for 2022-2023. Eric Bergum seconded motion. Question on whether 6th Grade would remain in the elementary or move to junior high setting. Mr. Crowder would check on grade parameters for middle school. Motion carries unanimously.

Notice for public comment for non-agenda items was given. Policy meeting was held to begin discussion on the stipend policy with additional meetings to follow. Meeting adjourned at 7:45 p.m.

Chairman of the Board


Clerk

CULBERTSON SCHOOL DISTRICT CASH FLOW REPORT
for the month of **MARCH 31, 2022**

A	B	C	D	E	F	G	H	I
FUND	BEGINNING BALANCE	RECEIPTS	INVESTMENTS IN	INVESTMENTS OUT	DISBURSEMENTS	ENDING BALANCE	TREASURER BALANCE	VARIANCE
GENERAL	16,370.15	79,204.82	288,402.00	260,020.00	125,456.89	(1,499.92)	(1,499.92)	0.00
TRANSFER	550.68	874.97	107,750.00	85,059.00	23,241.59	875.06	875.06	(0.00)
RETIREMENT	3,103.80	413.17	170,195.00	156,777.00	16,950.89	(15.92)	(15.92)	(0.00)
MISC	(207,358.67)	257,059.00	-	-	65,933.10	(16,232.77)	(16,232.77)	0.00
Misc	5,385.57		-			5,385.57		
Title	(28,602.64)	28,604.00			9,496.30	(9,494.94)		
ESSER II	(39,699.04)	44,115.00			10,197.76	(5,781.80)		
ESSER III	(154,030.62)	178,088.00			40,383.97	(16,326.59)		
Ind Ed	(2,554.81)	5,136.00			2,581.10	0.09		
JMG	742.95				742.95	-		
SRS	52.81	1,116.00			1,168.04	0.77		
JOM	11,347.11				1,362.98	9,984.13		
AD ED	25.16	54.36	9,541.00	9,346.00	240.00	34.52	34.52	0.00
COMPA	1.18	0.91	7,829.00	7,830.00		1.09	1.09	0.00
IMPACT	3.51	0.42	3,562.00	656.00	1,021.98	1,887.95	1,887.95	-
TECH	0.66	0.02	160.00	5.00	154.89	0.79	0.79	0.00
FLEX	-		-			-	-	-
PR	17,358.95	286,136.84	-		294,263.11	9,232.68	9,232.68	0.00
CL	9,724.39	104,606.06	-		111,549.32	2,781.13	2,781.13	(0.00)
ELEM	(160,220.19)	728,350.57	587,439.00	519,693.00	638,811.77	(2,935.39)	(2,935.39)	0.00
GENERAL	1,014.72	50,478.01	109,826.00	76,744.00	82,320.93	2,253.80	2,253.80	(0.00)
TRANSFER	448.28	667.19	34,507.00	18,228.00	16,726.73	667.74	667.74	0.00
LUNCH	(4,070.65)	30,446.65	-	-	16,535.20	9,840.80	9,840.80	-
RETIREMENT	325.55	244.43	135,941.00	122,789.00	13,477.24	244.74	244.74	(0.00)
MISC	4,287.44	2,950.00	-	-	302.51	6,934.93	6,934.93	-
Misc	874.80		-			874.80		
ESSER	-					-		
AG	4,283.00					4,283.00		
BUS	-					-		
JMG	2,078.68				128.55	1,950.13		
Perkins	(2,949.04)	2,950.00			173.96	(173.00)		
AD ED	22.96	55.59	10,409.00	10,211.00	240.00	36.55	36.55	0.00
DR ED	1.16	0.67	5,701.00	5,702.00		0.83	0.83	(0.00)
COMPA	1.62	0.96	8,238.00	8,239.00		1.58	1.58	(0.00)
IMPAC	3.59		3.00	6.00		0.59	0.59	0.00
TECH	0.89		21.00	-	21.00	0.89	0.89	0.00
FLEX	0.84		2.00	2.00		0.84	0.84	-
ENDOW	149,097.81	9.09	77,953.00	206,970.00		20,089.90	20,089.90	-
HS	151,134.21	84,852.59	382,601.00	448,891.00	129,623.61	40,073.19	40,073.19	(0.00)
TOTAL	(9,085.98)	813,203.16	970,040.00	968,584.00	768,435.38	37,137.80	37,137.80	0.00

CULBERTSON SCHOOL DISTRICT
Cash Equivalent Accounts Summary
 March 31, 2022

	Beginning Balance	Receipts <i>reconciled bank credits</i>	Expenses <i>reconciled bank debits</i>	Ending Balance
General Funds 101 & 201 - Asset 102:				
First Community Bank Hot Lunch Revolving Account No. 335266	\$ 1,604.00	\$ 518.40	\$ 525.55	\$ 1,596.85
First Community Bank Savings Account No. 5000521	\$ 0.89	\$ -	\$ -	\$ 0.89
First Community Bank Pcard Account No. 4205644	\$ 13,325.82	\$ 12,446.64	\$ 24,764.76	\$ 1,007.70
Synovus AFLAC Cafeteria Plan Account No. 000-329-492-7	\$ 14,267.86	\$ 1,683.34	\$ 1,141.96	\$ 14,809.24
Cash Equivalent Total	\$ 29,198.57	\$ 14,648.38	\$ 26,432.27	\$ 17,414.68
	Fund 101 Balance: \$	8,707.34	Fund 201 Balance: \$	8,707.34
	102 Debit (Credit) \$	(5,891.95)	970 Credit (Debit) \$	(5,891.94)

General Funds 101 & 201 - Asset 103:

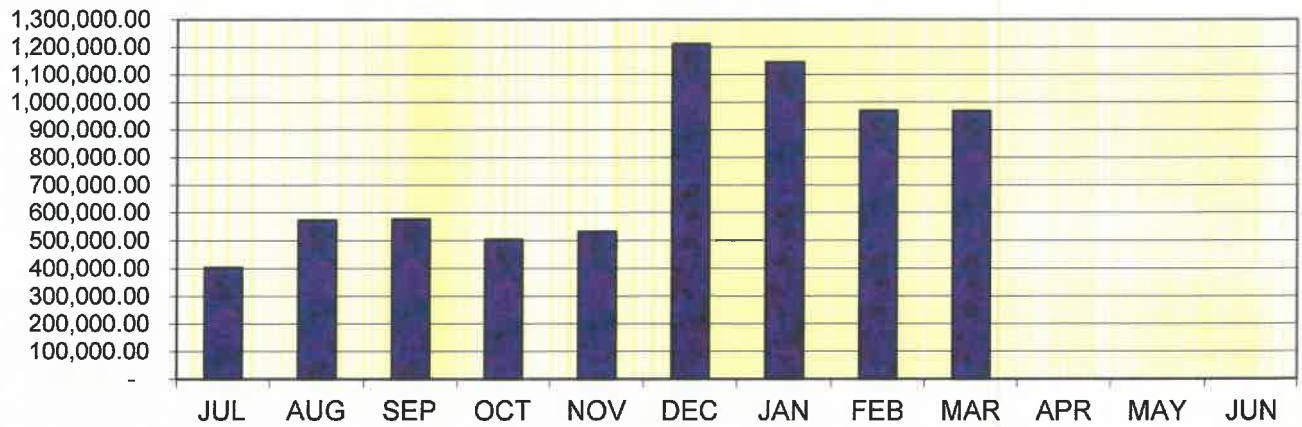
First Community Bank Petty Cash Account No. 332364	\$ 300.00	\$ -	\$ -	\$ 300.00
Cash Equivalent Total	\$ 300.00	\$ -	\$ -	\$ 300.00
	Fund 101 Balance: \$	150.00	Fund 201 Balance: \$	150.00
	103 Debit (Credit) \$	-	970 Credit (Debit) \$	-

Activities Fund 284 - Asset 102:

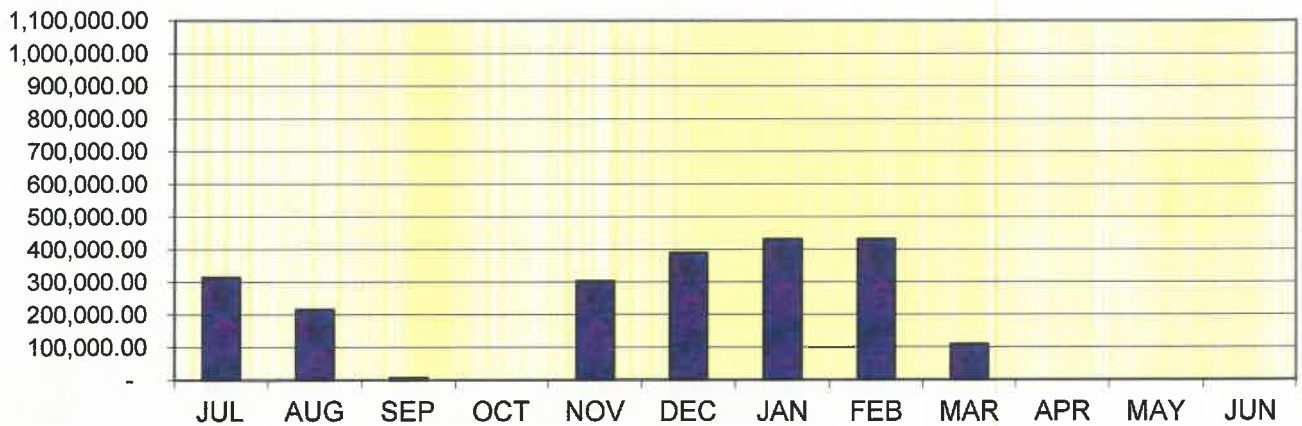
First Community Bank Activities Account No. 332356	\$ 104,318.83	\$ 5,333.10	\$ 11,622.22	\$ 98,029.71
Cash Equivalent Total	\$ 104,318.83	\$ 5,333.10	\$ 11,622.22	\$ 98,029.71
	102 Debit (Credit) \$	(6,289.12)	970 Credit (Debit)	

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
101 General	-	27,311.00	45,893.00	-	38,712.00	307,837.00	261,013.00	288,402.00	260,020.00			
110 Transport	-	113,506.00	92,934.00	77,335.00	61,615.00	142,093.00	123,243.00	107,750.00	85,059.00			
114 Retirement	85,561.00	86,665.00	70,779.00	51,628.00	75,258.00	127,700.00	167,875.00	170,195.00	156,777.00			
115 Misc Fed	-	-	-	-	-	-	-	-	-			
117 Adult Ed	6,412.00	6,491.00	6,310.00	6,314.00	4,974.00	9,581.00	9,531.00	9,541.00	9,346.00			
121 Comp Abs	10,713.00	10,714.00	10,715.00	10,496.00	10,497.00	9,090.00	9,002.00	7,829.00	7,830.00			
126 Impact Aid	28.00	28.00	28.00	50,752.00	39,369.00	18,230.00	21,655.00	3,562.00	656.00			
128 Technology	2.00	972.00	972.00	780.00	742.00	635.00	160.00	160.00	5.00			
129 Flex	-	-	-	-	-	-	-	-	-			
201 General	-	-	-	-	-	144,540.00	116,002.00	109,826.00	76,744.00			
210 Transport	27,204.00	38,547.00	23,001.00	11,898.00	-	59,509.00	45,627.00	34,507.00	18,228.00			
212 Hot Lunch	1,146.00	1,146.00	-	-	-	-	473.00	-	-			
214 Retirement	50,343.00	108,341.00	96,000.00	95,293.00	94,915.00	117,378.00	136,321.00	135,941.00	122,789.00			
215 Misc Fed	-	-	-	-	-	-	-	-	-			
217 Adult Ed	8,090.00	8,181.00	8,001.00	8,005.00	6,641.00	10,502.00	10,399.00	10,409.00	10,211.00			
218 Drivers Ed	2,856.00	4,283.00	5,697.00	5,698.00	5,699.00	5,700.00	5,700.00	5,701.00	5,702.00			
221 Comp Abs	8,526.00	8,527.00	8,528.00	8,308.00	8,309.00	8,251.00	8,237.00	8,238.00	8,239.00			
226 Impact Aid	3,689.00	3,690.00	3,690.00	22,595.00	22,596.00	22,599.00	22,601.00	3.00	6.00			
228 Technology	-	629.00	628.00	595.00	595.00	595.00	21.00	21.00	-			
229 Flex	2.00	3.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00			
281 Endow	199,758.00	154,718.00	203,348.00	154,286.00	161,461.00	227,357.00	206,995.00	77,953.00	206,970.00			
TOTAL	404,330.00	573,752.00	576,526.00	503,985.00	531,385.00	1,211,599.00	1,144,857.00	970,040.00	968,584.00	-	-	-
	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

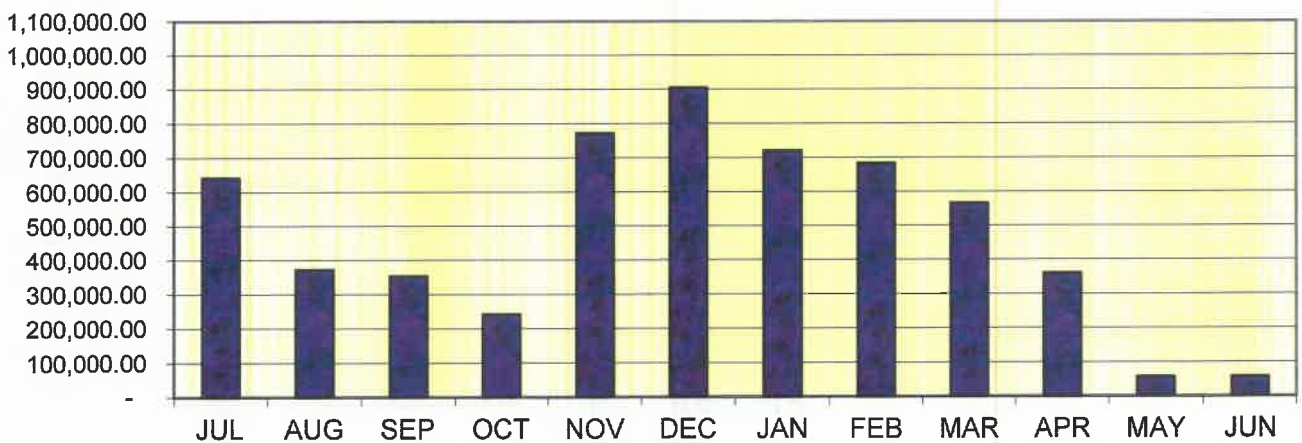
2021-22 INVESTMENTS



2020-21 INVESTMENTS



2019-20 INVESTMENTS



Culbertson Public School

Totals Report for March 2022
2021-2022

04/08/2022
9:23:44 AM

Checking
Savings
Investments

Account	Beginning	+ Receipts	- Expenditures	+ Transfers	= Ending
1 - ANNUAL	2,256.57	579.99	0.00	0.00	2,836.56
2 - ATHLETICS	7,568.09	3,995.11	2,359.33	-216.00	8,987.87
3 - JUNIOR CLASS 2023	7,902.09	0.00	371.30	216.00	7,746.79
4 - SOPHOMORE CLASS 2024	2,710.24	0.00	302.48	0.00	2,407.76
5 - FRESHMAN CLASS 2025	3,194.71	0.00	0.00	0.00	3,194.71
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	574.86	0.00	109.90	0.00	464.96
9 - FFA	11,248.78	0.00	4,351.50	0.00	6,897.28
10 - BAND/CHOIR	4,038.05	0.00	0.00	0.00	4,038.05
11 - STUDENT COUNCIL	6,384.01	0.00	236.65	0.00	6,147.36
12 - SPEECH AND DRAMA	910.03	0.00	0.00	0.00	910.03
13 - VO-AG REVOLVING	1,895.49	0.00	0.00	0.00	1,895.49
14 - SENIOR CLASS 2022	3,511.87	0.00	0.00	0.00	3,511.87
15 - PLAY	2,601.51	0.00	0.00	0.00	2,601.51
16 - JMG	6,094.01	0.00	0.00	0.00	6,094.01
17 - BPA	4,136.48	0.00	737.21	0.00	3,399.27
18 - EXPLORE AMERICA	24,961.34	758.00	153.29	0.00	25,566.05
19 - MUSIC PARENTS	2,437.75	0.00	0.00	0.00	2,437.75
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	4,208.50	0.00	0.00	0.00	4,208.50
	99,690.97	+ 5,333.10	- 8,621.66	+ 0.00	= 96,402.41



April 2022

Culbertson Board of Trustees,

Fall 2022 schedules are mostly completed and attached. JH track has 24 participants, elementary track has 15.

Sincerely,

David Solem

Culbertson School

2022-2023

Cross Country

<u>Date</u>	<u>Meet</u>	<u>Location</u>	<u>Who</u>	<u>Leave Time</u>	<u>Start Time</u>
Aug 26 (Fri)	Wolf Point	Golf Course	Ele/JH/HS	8:00 am	10:00 am
Sept 3 (Sat)	Poplar	Tribal Building	Ele/JH/HS	8:00 am	10:00 am
Sept 8 (Thurs)	Glendive	?	Ele/JH/HS		
Sept 17 (Sat)	Glasgow	Fort Peck: Kiwannas Camp Ground	Ele/JH/HS	7:00 am	10:00am
Sept 22 (Thurs)	Frazer	South of Frazer	Ele/JH/HS	2:00 pm	4:30 pm
Sept 24 (Sat)	Culbertson	Fairgrounds	Ele/JH/HS		10:00am
Oct 1 (Sat)	Miles City	Golf Course	HS/JH	6:15 am	10:00 am
Oct 8 (Sat)	Sidney	Fairgrounds	Ele/JH/HS	8:00 am	10:00 am
Oct 15 (Sat)	Plentywood	Golf Course	Ele/JH/HS	8:00 am	10:00 am
October 22	All Class State XC	Missoula			

Updated March 3, 2022

Culbertson School

2022-2023

Football

<u>Date</u>	<u>Opponent</u>	<u>Location</u>	<u>Time</u>	
Sat. Aug 27	Chinook	Chinook	1:00 pm	Varsity
Mon. Aug 29	Scobey	Scobey	4:30 pm	Junior Varsity
Fri. Sept 2	Poplar	Poplar	7:00 pm	Varsity
			4:30 pm	JH
Fri. Sept 9	Ekalaka	Culbertson	7:00 pm	Varsity
			4:30 pm	JH
Mon. Sept 12	Open			
*Fri. Sept 16	Scobey	Scobey	7:00 pm	Varsity
			4:30 pm	JH
Mon. Sept 19	Scobey	Culbertson	4:30 pm	Junior Varsity
*Fri. Sept 23	Circle	Culbertson	7:00 pm	Varsity
			4:30 pm	JH
Mon. Sept 26	Open		4:30 pm	Junior Varsity
Fri. Sept 30	Plentywood	Plentywood	7:00 pm	Varsity
			4:30 pm	JH
Mon. Oct 3	Plentywood	Culbertson	4:30 pm	Junior Varsity
Fri. Oct 7	Fairview	Culbertson	7:00 pm	Varsity
			4:30 pm	JH
Mon. Oct 10	Fairview	Fairview	4:30 pm	Junior Varsity
Fri. Oct 17	Mondak	Culbertson	7:00 pm	Varsity
		Senior Night		
Sat. Oct 29	Playoffs First Round		1:00 pm	Varsity
Sat. Nov 5	Playoffs Second Round		1:00 pm	Varsity
Sat. Nov 12	Playoffs Semi-Finals		1:00 pm	Varsity
Sat. Nov 19	State Championship		1:00 pm	Varsity
*Homecoming				

Culbertson School Fall Sports Schedules

2022-2023

Volleyball

<u>Date</u>	<u>Opponent</u>	<u>Location</u>	<u>Time</u>	<u>Teams</u>
Sat. Aug 27	Culbertson Invite	Culbertson	8:00 am	Varsity
Fri. Sept 2	Frazer	Culbertson	4:30 pm	Varsity
Sat. Sept 3	Scobey	Scobey	4:00 pm	JH, JV, V
Thurs. Sept 8	Nashua	Culbertson	4:30 pm	JH, JV, V
Fri. Sept 9	Brockton	Brockton	4:00 pm	JH, Varsity
Sat. Sept 10	Scobey Invite	Scobey	TBA	Varsity
Fri. Sept 16	Bainville	Culbertson	4:00 pm	JH, JV, V
*Thurs. Sept 22	Mondak	Culbertson	4:00 pm	JH, JV, V
Sat. Sept 24	Savage	Savage	4:00 pm	JH, JV, V
Thurs. Sept 29	Lustre	Lustre	5:30 pm	Varsity only
Sat. Oct 1	R/L Invite	Lambert	TBA	Varsity
Sat. Oct 1	JH Districts	Nashua	TBA	JH only
Tues. Oct 4	Fairview	Fairview	4:30 pm	JH, JV, V
Thurs. Oct 6	Froid/Lake	TBA	5:00 pm	JV, V
Thurs. Oct 13	Plentywood	Plentywood	5:30 pm	JV, Varsity
Sat. Oct. 15	North Country	Culbertson	1:00 pm	JV, V
Mon. Oct 17	Bainville	Bainville	5:00 pm	JV, V
Thurs. Oct 20	Richey/Lambert	Culbertson	5:30 pm	JV, V
Oct. 27-29	District 1C Tournament	Plentywood		
Nov. 3-5	Eastern C Div. Tournament	Culbertson		
Nov. 10-12	State C Tournament	Bozeman		

*Homecoming

Updated April 11, 2022

Mr. Olson
Technology Report
School Board Meeting
April 19, 2022

Northstar is still working on Wifi drop issue.

Technology requests have come in and will be ready by the May board meeting

We have found that the oldest of our Chromebooks will not work with the Smarter balance testing. These are the next set of Chromebooks to be retired.

I will have the Tech Plan updated by the May board meeting.

Mr. Olson
Principal Report
School Board Meeting
April 19, 2022

HS District Music festival was held on April 8-9 in Plentywood. We have 12 students that will perform at State in May.

JH Academic Olympics team competed in Glasgow on April 6th. The team placed 2nd overall.

MontCAS Testing is close to being completed Mrs. Forbregd says that using the Chromebooks in the classroom has sped up the testing and working very well.

Missoula Children Theatre was here March 27- April 2

P/T Conferences will be April 21

Hs Prom will be held on April 23rd at the Old Armory.

Kindergarten Round-up will be April 26-28

As of 4-11-22

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	24	17	26	24	21	24	13	20	32	18	15	25	21	280
Jan	27	17	26	26	20	24	13	20	32	18	14	26	20	283
Feb	27	17	26	26	19	24	13	20	32	18	14	25	20	281
March	26	17	26	26	19	24	13	20	32	18	15	25	21	282
April	25	16	23	25	19	23	13	20	32	18	15	25	21	275
May														0

Enrolled	8	4	6	8	5	2	4	2	4	1	2	1	3	50
Transferred	4	3	6	5	5	2	2	2	1	0	4	1	3	38
Total In/Out	12	7	12	13	10	4	6	4	5	1	6	2	6	88

Ended the 2020-2021 year with 274

Culbertson School Board Meeting

Superintendent's Report

April 19, 2022

A. Events that I plan to attend for March and April.

April 4 th	Culbertson High School Music Concert
April 6 th	MSGIA Meeting @ Helena
April 7 th	MSGIA Meeting @ Helena
April 9 th	Culbertson Fire Department Training
April 10 th	Lions Club Palm Sunday Dinner
	Culbertson Fire Department Training
April 11 th	Culbertson Town Council Meeting
April 19 th	Culbertson School Board Meeting
April 21 st	Parent/Teacher Conferences
	Culbertson Lions Club
April 23 rd	Culbertson High School Prom
April 26 th	Culbertson Fire Department Training
April 27 th	Roose-Valley Special Education Cooperative Meeting @ Wolf Point
April 28 th	IROC2 Parent Presentation
May 3 rd	Culbertson School Trustee Election
May 4 th	Northeast Superintendent Meeting @ Glasgow
May 9 th	Culbertson Town Council Meeting
May 10 th	Culbertson Fire Department Meeting
May 16 th	District 2C Meeting @ Culbertson
May 17 th	Culbertson School Board Meeting
May 21 st	Culbertson High School Graduation
May 23 rd	Culbertson High School Academic/Athletic Banquet
May 24 th	Culbertson Fire Department Training
May 26 th	Culbertson Lions Club Meeting

B. Other items for your review and consideration:

1. I am currently working on the District 2C Master Basketball Schedule for 2022-2023. I hope to have it completed by the end of April.
2. Mike and I are meeting with the CEA PIR Day Committee and will be presenting our PIR plan for August 15th and 16th to the Board for approval in May
3. The Title VI Part II application should be completed by the end of April. The deadline for application is May 13th. These monies are used to fund the JOM position each year.
4. Lots of things going on this time of year. Wrapping up the current year, while planning for next year. There is will an onslaught of banquets that are yet to be scheduled, such as FFA, and Junior/Senior. These dates will be announced as soon as they are finalized.

5. 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).

6. Here are a few items that might be part of the regular May Board meeting agenda:
 - Technology Budget for 2022-2023
 - Upcoming Extra-Curricular Contracts for 2022-2023
 - Roose-Valley Special Education Cooperative Interlocal Agreement
 - Remaining Teaching Contracts and Assignments
 - Classified Staff Contracts for 2022-2023
 - Class Schedule for 2022-2023
 - PIR Day Plan for 2022-2023
 - Budget Amendment Proclamation
 - School Board Policy Updates – 2nd Reading
 - Verify Election Results
 - School Board Committee Assignments
 - Reorganize the Board
 - Elect a Chair and Vice-Chair
 - Select a District Clerk

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: 4-19-2022

AGENDA ITEM #: 14

AGENDA TITLE: 2022-2023 Staffing & Classroom Plan

SUMMARY:

Staffing Plan

The numbers in the elementary look strong with 20+ in every grade with the exceptions of 1st grade and 6th grade this year. So.....it looks like Mike and I will be recommending two options for staffing the elementary for the next school year (in no particular order):

Option #1. double classrooms for every grade K-6. Currently there is only one classroom of 1st grade students and one classroom of 6th grade students. The first grade classroom has a personality makeup of the classroom are strong and it would be in the educational best interest of these students to split them for at least the next few years. The small sixth grade will mostly be moving up to the junior high next year. This recommendation means that we will need to hire two additional teachers and assumes that we will have a 20+ kindergarten next year and need two kindergarten classrooms.

Option #2. double the classrooms in grades K-5 and move the 6th graders up into more of middle school/junior high look. This would mean having Tiffany Nielsen teach 6-8 grade Science, Amy Berwick teach 6-8 English, Rhonda Seitz teach 6-8 Math, and Mark Pederson teach 6-8 Social Studies. This recommendation means that we will need to hire only one additional teacher compared to option #1 and, again, assumes that we will have a 20+ kindergarten and need two kindergarten classrooms.

Classroom Plan

Mike and I would like the Board to consider:

1. With Mary Machart resigning, we would like to ask the Board to consider splitting the Old Home Ec room into two classrooms. This will allow us to move Rhonda Seitz into one of the new rooms, so her classroom will be closer to the junior high wing, as she teaches junior high core classes. The other room can be used by the new JMG teacher, if the Board decides to continue this program. We think that this can be done with minimal cost.
2. Consider moving Mrs. Gustafson to the end of the high school wing, where Rhonda Seitz is currently, as Mrs. G has mostly high school students in her on-line classes. This frees up a room in the elementary if the Board wishes to have two 6th grade classrooms in the future. If it is not used for an additional 6th grade, it can always be used for Title I tutoring or perhaps a foreign language teacher if the Board wishes.

3. Someday (like the summer of 2024) consider building a band room on the east end of the gym, then moving the choir room from their currently location (the Old Ag Shop) to where the band room is currently located. This will free up the Old Ag Shop for a big classroom - perhaps a new home for the JMG program or a Home Ec program.

4. There will be lots of little projects (with price tags) that we will be bringing to the Board for consideration in May and June. They might include: removal of the old coal boiler, smoke stack, and coal hopper. Cutting a door into the old boiler room for tractor storage. Replacement of the walk-through door and overhead door on the garage. Upgrading the football field lights. Replacement of the old propane boilers in the Old Armory. Replacement of the choir risers (and wow are those things expensive). Purchase of bleachers for the south side of the upstairs elementary gym. Replacement of the bleacher end-closure tarps in the high school gym. Replacement of the windows in the elementary and high school wings. Replacement of the torn crash pads on the ends of the high school gym. Shot clocks in the high school gym. Concrete parking on the southwest side of the elementary addition. Replacement of the ceiling tiles in the Old Armory. Replacement of the lights in the Old Armory. Replacement of the windows in the Old Armory. Repainting the exterior of the Old Armory. Reroofing the Old Armory. Renovating the bathrooms in the Old Armory. Landscaping the north side of the high school gym area. Plus many more that I am probably not thinking about right now, like cleaning up the north end of the football field property, as it kind of resembles a landfill.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Colvin					
Anderson					
Bergum					
Walker					

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

MEETING DATE: 4-19-2022

AGENDA ITEM #: 15

AGENDA TITLE: Resignation(s)

SUMMARY:

Attached please find a resignation letter from Rachel Glavin.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Colvin					
Anderson					
Bergum					
Walker					

4/14/2022

To Whom It May Concern:

Please accept this letter as formal notice of my resignation as a teacher in the Culbertson Public School District effective at the conclusion of the 2021-2022 school year. After much thought and brain storming solutions. It comes down to choosing between having insurance or not having insurance to make financial means work.

My time with Culbertson School District has been a tremendous blessing to me and I consider it both an honor and a privilege to be among its staff members. I truly enjoyed teaching here. I will not forget working with the wonderful students and the supportive, motivated staff and administration.

I am grateful for my time with this district and I thank you for this opportunity. My best wishes and many blessings to the students, staff, and the future of the district.

Cordially,

Rachel Glaivn
4th Grade teacher

A handwritten signature in cursive script that reads "Rachel Glaivn". The signature is written in dark ink and is positioned below the typed name and title.

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

MEETING DATE: 4-19-2022

AGENDA ITEM #: 16

AGENDA TITLE: 2022-2023 Teacher Contract(s)/Assignment(s)

SUMMARY:

Mike and I would like to recommend offering a 2022-2023 Teacher Contract to Jimie Lou Morris. Jimie Lou wishes to return to the Culbertson School District after a few years away.

Attached please find recommendations for teacher assignments based on the two staffing plan options in Item #14 of the agenda.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Colvin					
Anderson					
Bergum					
Walker					

Elementary & High School Staffing – Option #1

Position

2022-2023 Teachers

Kindergarten

A. Bushlen & B. Harvey

1st Grade

W. Nickoloff & K. Brock

2nd Grade

J. Young & L. Knapp

3rd Grade

T. McDonald & ???

4th Grade

R. Wilson & Ezaria Hartsoch

5th Grade

A. Iverson & L. Vandall

6th Grade

Mark Pederson & ???

K-6 Special Education/Title I

Jimie Lou Morris

K-12 Art

P. Welch

K-12 Counselor

C. Forbregd

K-12 Librarian

C. Olson

K-12 Music

J. Taberna & R. Pfeifer

K-12 PE

B. Nielsen

K-12 Special Education

J. Ator

Junior High Science & Soc. St.

T. Nielsen

Junior High English & Soc. St.

R. Seitz

Junior High Math & English

A. Berwick

7-12 Title I

J. Gustafson

7-12 Business Education

P. Owan

HS Social Studies

D. Solem

HS Science

P. Schledewitz

HS English

S. Salvevold

HS Mathematics

D. Mogga

Elementary & High School Staffing – Option #2

<u>Position</u>	<u>2022-2023 Teachers</u>
Kindergarten	A. Bushlen & B. Harvey
1 st Grade	W. Nickoloff & K. Brock
2 nd Grade	J. Young & L. Knapp
3 rd Grade	T. McDonald & ???
4 th Grade	R. Wilson & Ezaria Hartsoch
5 th Grade	A. Iverson & L. Vandall
K-6 Special Education/Title I	Jimie Lou Morris
K-12 Art	P. Welch
K-12 Counselor	C. Forbregd
K-12 Librarian	C. Olson
K-12 Music	J. Taberna & R. Pfeifer
K-12 PE	B. Nielsen
K-12 Special Education	J. Ator
Junior High Science	T. Nielsen
Junior High Math	R. Seitz
Junior High English	A. Berwick
Junior High Social Studies	M. Pederson
7-12 Title I	J. Gustafson
7-12 Business Education	P. Owan
HS Social Studies	D. Solem
HS Science	P. Schledewitz
HS English	S. Salvevold
HS Mathematics	D. Mogga

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

MEETING DATE: 4-19-2022

AGENDA ITEM #: 17

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

SUMMARY:

- a. High School Golf Head Coach

We do not have any additional applicants at this time.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Colvin					
Anderson					
Bergum					
Walker					

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

MEETING DATE: 4-19-2022

AGENDA ITEM #: 18

AGENDA TITLE: 2022-2023 Extra-Curricular Contract(s)

SUMMARY:

We have some fall and winter activity assistant coach and junior high/elementary coach recommendations at the meeting.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Colvin					
Anderson					
Bergum					
Walker					

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

MEETING DATE: 4-19-2022

AGENDA ITEM #: 19

AGENDA TITLE: Summer Employment Contract(s)

SUMMARY:

Karen Eggett would like to recommend the following:

Adults: Amanda Bushlen and Russell Pfeifer

Students: Carson Solem, Macy Lambert, Caden Summers, Kyle Summers, Perla Burciaga, Payton Johns, Peyton Buck Elk, and Will Salvevold

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Colvin					
Anderson					
Bergum					
Walker					

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

MEETING DATE: 4-19-2022

AGENDA ITEM #: 20

AGENDA TITLE: Summer Computer Cleaning Contract(s)

SUMMARY:

Mike would like to recommend Wendy Nickoloff and Theresa McDonald, same as last year.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Colvin					
Anderson					
Bergum					
Walker					

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

MEETING DATE: 4-19-2022

AGENDA ITEM #: 21

AGENDA TITLE: Guest Teacher Application(s)

SUMMARY:

We have received an application from Daniel Barstad. I recommend approval pending background check.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Colvin					
Anderson					
Bergum					
Walker					

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

MEETING DATE: 4-19-2022

AGENDA ITEM #: 22

AGENDA TITLE: Access Key Card Reinstatement

SUMMARY:

I believe there will be an individual present at the meeting to request the reinstatement of his key card.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Colvin					
Anderson					
Bergum					
Walker					

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

MEETING DATE: 4-19-2022

AGENDA ITEM #: 23

AGENDA TITLE: School Board Policy – First Reading

SUMMARY:

Attached please find over twenty policies recommended by MTSBA for the Board to review and consider for adoption. I recommend the Board approve these policies under 1st reading so they can be posted for public comment. The Board can then schedule 2nd reading at the regular May meeting where the policies could be considered for adoption.

I also recommend the Board do a first reading approval for the stipend policy at this time, as well. There will be a Policy Committee meeting to conduct further discussion of the stipend policy on Tuesday, April 19th at 6 pm in the lunchroom prior to the regular April Board meeting.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Colvin					
Anderson					
Bergum					
Walker					

Policy		
<u>Numer</u>	<u>Policy Name</u>	<u>Change Description</u>
1520	Board/Staff Communication	new language <u>underlined</u>
2116P	Special Education Child Find Procedure	new language <u>underlined</u> on Page 4
2167	Correspondence Courses	new language <u>underlined</u>
2168	Distance, Online, and Technology-Delivered Learning	new language <u>underlined</u>
2312	Copyright	new language <u>underlined</u>
2510	School Wellness	see strike-out language and new language <u>underlined</u>
3100	Student Enrollment, Exceptional Circumstances.....etc.	new language <u>underlined</u>
3121	Enrollment and Attendance Records	new language <u>underlined</u>
3305	Use of Restraints, Seclusion, and Aversive Techniques	totally new policy
3310	Student Discipline	see strike-out language and new language <u>underlined</u>
3310P	Student Risk Assessments Procedure	totally new procedure
3413F1	Medical Exemption Statement	totally new DPHHS Form
3413F2	Affidavit of Exemption on Religious Grounds	totally new DPHHS Form
3416	Administering Medications to Students	see strike-out language and new language <u>underlined</u>
3612	District-Provided Access to Electronic Information,etc.	new language <u>underlined</u>
3612P	District-Provided Access.....etc.....Procedure	new language <u>underlined</u>
3612F	Student Internet Access and Equipment Use Conduct Form	new language <u>underlined</u>
5121	Applicability of Personnel Policies	new language <u>underlined</u>
5223	Personal Conduct	new language <u>underlined</u>
5228P	Drug and Alcohol Testing for School Bus Drivers...Procdure	see strike-out language and new language <u>underlined</u>
5314	Substitutes	see strike-out language and new language <u>underlined</u>
5321	Leaves of Absence	new language <u>underlined</u>
5450	Employee use of Electronic Mail.....etc.	new language <u>underlined</u>
5450P	Employee use of Electronic Mail.....etc.....Procedure	totally new procedure
5450F	Employee use of Electronic Mail.....etc.....Form	total new form
7265	Use of Enhanced Tax Credit Receipts	total new policy
8300	Risk Management	new language <u>underlined</u>
8502	Contruction and Repairs	new language <u>underlined</u>

1 **Culbertson School District**

2
3 **THE BOARD OF TRUSTEES**

1520

4
5 Board/Staff Communications

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

10
11 Staff Communications to the Board

12
13 All official communications or reports to the Board, from principals, supervisors, teachers, or
14 other staff members, shall be submitted through the Superintendent. This procedure shall not
15 deny any staff member the right to appeal to the Board from administrative decisions, provided
16 that the Superintendent shall have been notified of the forthcoming appeal and that it is
17 processed according to the applicable procedures for complaints and grievances. The provision
18 does not limit or restrict employees from engaging in public comment during Board meetings as
19 permitted by Montana law.

20
21
22 Board Communications to Staff

23
24 All official communications, policies, and directives of staff interest and concern will be
25 communicated to staff members through the Superintendent. The Superintendent will employ all
26 such media as are appropriate to keep staff fully informed of Board concerns and actions.

27
28 Visits to Schools

29
30 In accordance with Montana statutes, each trustee shall visit the school at least once each school
31 fiscal year to examine its condition and needs. As a courtesy, individual Board members
32 interested in visiting the school during the school day should make arrangements for visitations
33 through the administration. Such visits shall be regarded as informal expressions of interest in
34 school affairs and not as “inspections” or visits for supervisory or administrative purposes.

35
36 Social Interaction

37
38 Staff and Board members share a keen interest in schools and education. When they meet at
39 social affairs and other functions, informal discussion about such matters as educational trends,
40 issues, and innovations and general District problems can be anticipated. Discussions of
41 personalities or staff grievances are not appropriate.

42
43 Legal Reference: § 20-3-324(22), MCA Powers and duties
44 § 2-3-103. MCA Public Participation

- 1 Policy History:
- 2 Adopted on: July 21, 2020
- 3 Reviewed on:
- 4 Revised on:

INSTRUCTION

2161P

page 1 of 6

Special EducationChild Find

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

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

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

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

F. Homeless Children

G. Dyslexia

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

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

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

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

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

Procedures for Evaluation and Determination of Eligibility

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

10.16.3320 - Referral;

10.60.103 - Identification of Children with Disabilities;

10.16.3321 - Comprehensive Educational Evaluation Process;

Procedural Safeguards and Parental Notification

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

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

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

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

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

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

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

Evaluation of Eligibility

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

Individualized Education Programs

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

Independent Education Evaluations

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

3
4 2161P

5 Page 4 of 6

6
7 evaluation conducted by a qualified examiner who is not employed by the District at District
8 expense.

9
10 If the parents request an independent educational evaluation, the District will provide
11 information about where an independent educational evaluation may be obtained and the criteria
12 applicable for independent educational evaluations. The District may also ask for the parent's
13 reason why he or she objects to the public evaluation.

14
15 A parent is entitled to only one independent educational evaluation at public expense each time
16 the public agency conducts an evaluation with which the parent disagrees.. If the parent obtains
17 an independent educational evaluation at District expense or shares with the public agency an
18 evaluation obtained at private expense, the results of the evaluation will be handled in
19 accordance with law.

20
21 If an independent educational evaluation is at District expense, the criteria under which the
22 evaluation is obtained, including the location of the evaluation and the qualifications of the
23 examiner, must be the same as the criteria that the public agency uses when it initiates an
24 evaluation.

25 26 Least Restrictive Environment

27
28 To the maximum extent appropriate, children with disabilities, including children in public or
29 private institutions or other care facilities, are educated with children who are nondisabled, and
30 special classes, separate schooling, or other removal of children with disabilities from the regular
31 class occurs only if the nature or severity of the disability is such that education in regular
32 classes, with the use of supplementary aids and services, cannot be achieved satisfactorily.
33 Educational placement decisions are made in accordance with A.R.M. 10.16.3340 and the
34 requirements of 34 C.F.R. 300.114 - 300.120, and a continuum of alternate placements is
35 available as required in 34 C.F.R. 300.551.

36 37 Children in Private Schools/Out-of District Placement

38
39 Children with a disability placed in or referred to a private school or facility by the District, or
40 other appropriate agency, shall receive special education and related services in accordance with
41 the requirements and procedures of 34 C.F.R. 300.145 through 300.147 and A.R.M. 10.16.3122.

42
43 As set forth under 34 C.F.R. 300.137, children with a disability placed in or referred to a private
44 school or facility by parents do not have an individual right to special education and related

services at the District's expense. When services are provided to children with disabilities placed by parents in private schools, the services will be in accordance with the requirements and procedures of 34. C.F.R. 300.130 through 300.144, and 300.148.

Impartial Due Process Hearing

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

Special Education Records and Confidentiality of Personally Identifiable Information

A. Confidentiality of Information

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

B. Access Rights

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

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page 5 of 6

C. List of Types and Locations of Information.

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

D. Safeguards

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

E. Destruction of Information

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

F. Children's Rights

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

Discipline

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

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

Legal Reference:	34 CFR 300.1, et seq.	Individuals with Disabilities Act (IDEA)
	<u>34 CFR 300.502</u>	<u>Independent educational evaluation</u>
	§ 20-1-213, MCA	Transfer of school records
	10.16.3122 ARM	Local Educational Agency Responsibility for Students with Disabilities
	10.16.3220 ARM	Program Narrative
	10.16.3321 ARM	Comprehensive Educational Evaluation Process
	10.16.3340 ARM	Individualized Education Program and Placement Decisions
	10.16.3560 ARM	Special Education Records
	10.60.103 ARM	Identification of Children with Disabilities

1 37.85.414 ARM Maintenance of Records and Auditing (Medicaid)
2 Chapter 227 (2019) Montana Dyslexia Screening and Intervention Act
3
4

5 Policy History:

6 Adopted on: August 11, 2020

7 Reviewed on:

8 Revised on:

Culbertson School District

INSTRUCTION

2167

Correspondence Courses

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

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

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

The District shall not be obligated to pay for a student's correspondence courses. Any courses the District does not pay for will not be included in the ANB calculation in accordance with Policy 3121.

No correspondence courses are allowed that serve to supplant required coursework in grades 9-12, unless granted by the principal.

Cross Reference:	2410 and 2410P 3121	High School Graduation Requirements <u>Enrollment and Attendance</u>
Legal Reference:	§ 20-7-116, MCA ARM 10.55.906 <u>§ 20-9-311, MCA</u>	Supervised correspondence study High School Credit <u>Calculation of average number belonging (ANB)</u> <u>-- three-year averaging.</u>

Policy History:

Adopted on: November 16, 2021

- 1 Reviewed on:
- 2 Revised on:

INSTRUCTION

2168

page 1 of 2

Distance, Online, and Technology-Delivered Learning

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

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

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

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

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

1. Prior permission has been granted by the principal;
2. The program fits the education plan submitted by the regularly enrolled student;
3. The course does not replace a required course offered by the District;

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. Any courses the District does not pay for will not be included in the ANB calculation in accordance with Policy 3121.

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

Cross Reference:	2410 and 2410P 2100	High School Graduation Requirements School Calendar and Year
Legal Reference:	§ 20-9-311(4)(d), MCA Belonging ARM 10.55.602 ARM 10.55.705 ARM 10.55.906 ARM 10.55.907	Calculation of Average Number Definitions Administrative Personnel; Assignment of School Administrators/Principals High School Credit Distance, Online, and Technology Delivered Learning

Policy History:

Adopted on: August 11, 2020

Reviewed on: October 20, 2021

Revised on: November 16, 2021

INSTRUCTION

2312

Copyright

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

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

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

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

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

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

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

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

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

5
6
7
8 Legal Reference: 17 USC 101 - 1332 Federal Copyright Law of 1976
9
10
11

12 Policy History:

13 Adopted on: August 11, 2020

14 Reviewed on:

15 Revised on:

INSTRUCTION

2510

page 1 of 2

School Wellness

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

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

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

The suggested guidelines for developing the wellness policy include:

Nutrition Education and Nutrition Promotion

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

and consumer sciences.

Health Enhancement and Physical Activity Opportunities

The District shall offer health enhancement opportunities that include the components of a quality health enhancement program taught by a K-12 certified health enhancement specialist.

Health enhancement shall equip students with the knowledge, skills, and values necessary for lifelong physical activity. Health enhancement instruction shall be aligned with the *Montana's Health Enhancement Society of Health and Physical Educators (SHAPE) Health Education and Physical Education Content Standards*.

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

Nutrition Standards

The District shall ensure that reimbursable school meals and snacks meet the program requirements and nutrition standards found in federal regulations. The District shall encourage students to make nutritious food choices through accessibility, advertising and marketing efforts of healthful foods.

The District shall monitor all food and beverages sold or served to students, including those available outside the federally regulated child nutrition programs (i.e., a la carte, vending, student stores, classroom rewards, fundraising efforts), ~~by meeting the United States Department of Agriculture (USDA) Smart Snacks in Schools nutrition standards. Snacks provided to students during the school day without charge (e.g. class parties) will meet standards set by the district.~~ The District shall consider nutrient density and portion size before permitting food and beverages to be sold or served to students. The Superintendent shall continually evaluate vending policies and contracts. Vending contracts that do not meet the intent and purpose of this policy shall be modified accordingly or not renewed.

Other School-Based Activities Designed to Promote Student Wellness

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

Maintaining Student Wellness

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

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

Policy History:

Adopted on: August 11, 2020

Reviewed on:

1 Revised on:

Culbertson School District

STUDENTS

3100

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

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

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

The Board of Trustees declares the following to be qualifying "exceptional circumstances" within the meaning of that term as used in 20-5-101(3), that merit waiving the age provisions of 20-5-101(1), MCA for qualifying children under 6 years of age. These qualifying exceptional circumstances are based on the educationally relevant factors to establish a basic system of free quality public elementary and secondary school specified in Section 20-9-309, MCA and as required by Article X, section 1, of the Montana Constitution:

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

Legal Reference:

<u>§ 20-4-101, MCA</u>	Definitions
<u>§ 20-5-101, MCA</u>	Admittance of child to school

§ 20-6-501, MCA Definition of various schools
§ 20-7-117, MCA Kindergarten and preschool programs
§ 20-9-309, MCA Basic system of free quality public
elementary and secondary schools defined

Article X, section 1, of the Montana constitution

Individual with Disabilities Act Federal Rehabilitation Act of 1973

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National School Lunch Act (Public Law 396, 79th congress, chapter 281,
2nd session)

Title III, ESEA (English language Acquisition, language Enhancement,
and Academic Achievement Act)

MicKinney-Vento Homeless Assistance Act of 1987 (Pub. L. 100-77, July
22, 1987, 101 Stat. 482, U.S.C. § 11301 et
seq.

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

Policy History:

Adopted on: September 15, 2020

Reviewed on:

Revised on:

1 **Culbertson School District**

2
3 **STUDENTS**

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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

- A student of the district completing work on a proficiency basis in accordance with Sections 20-9-311(4)(d) and 20-9-324(18)(b), MCA;
- A student enrolled by the Board for exceptional circumstances as defined in applicable District policies and in accordance with Section 20-5-101, MCA.
- A student gaining credit for participating in a work-based learning program pursuant to [New Section 8] of Chapter 247, Laws of 2021 and Policy 2600;
- A student participating in an “innovative educational program” as defined in Section 15-30-3102, MCA;
- A resident of the district attending a Montana job corps program under an interlocal agreement with the district under Section 20-9-707, MCA; or
- A resident of the district attending a Montana Youth Challenge Program under an interlocal agreement with the district under Section 20-9-707, MCA.
- A student with a disability who is over 19 years old but under 21 years of age, has been enrolled by the Board of Trustees in accordance with Policy 3110, and qualifies in accordance with Section 20-9-311(7), MCA, to remain enrolled and be served by schools, if the following criteria are satisfied:
 - the student has not graduated;
 - the student is eligible for special education services and is likely to be eligible for adult services for individuals with developmental disabilities due to the significance of the student's disability; and
 - the student's individualized education program has identified transition goals that focus on preparation for living and working in the community following high school graduation since age 16 or the student's disability has increased in significance after age 16.

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

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

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

- a. resided in the District;
- b. was not enrolled in the District or was not enrolled full time; and

c. completed an extracurricular activity with a duration of at least 6 weeks in accordance with Policy 3510.

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

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

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

Homeless Youth and Foster Children

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

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

- 1 Policy History:
- 2 Adopted on: September 15, 2020
- 3 Reviewed on: October 20, 2021
- 4 Revised on: August 17, 2021 November 16, 2021

1 **Culbertson School District**

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3 **STUDENTS**

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4
5 Use of Restraint, Seclusion, and Aversive Techniques for Students

6
7 Conduct of Employees Directed Toward Students

8
9 The use by appropriately trained District personnel towards or directed at any student of any
10 form of restraint or seclusion as defined in this policy, is prohibited except in circumstances
11 where proportional restraint or seclusion of a student is necessary when a student's conduct
12 creates a reasonable belief in the perspective of a District employee, that the conduct of the
13 student has placed the student, the employee, or any other individual in imminent danger of
14 serious bodily harm.

15
16 The employee or any employee who is a witness to this event shall immediately seek out the
17 assistance of the school's administration or, if such administrator is not available, a certified or
18 classified employee with special training in seclusion and restraint, if available. Upon the arrival
19 of such individual, the administrator or if no administrator is available, the most senior trained
20 individual on seclusion or restraint shall take control over the situation.

21
22 Seclusion or restraint of a student shall immediately be terminated when it is decided that the
23 student is no longer an immediate danger to him or herself or to any other third person or if it is
24 determined that the student is exhibiting extreme distress or at such time that appropriate
25 administrative personnel have taken custody of the child or upon such time that the parent/legal
26 guardian of the child has retaken custody of the child.

27
28 Regardless of employee training status, no District personnel shall use any form of aversive
29 technique or corporal punishment against any student. All seclusion will be in compliance with a
30 student's IEP or Section 504 Plan.

31
32 If a situation occurs where a properly trained District employee must use acts of restraint or
33 seclusion against a school student, the following shall occur:

- 34
- 35 1. The employee shall immediately report to their building principal, in writing, the
36 following information:
 - 37 A. The date the event occurred;
 - 38 B. The circumstances leading to the event;
 - 39 C. The student involved; and
 - 40 D. Other witnesses or participants to the event.
 - 41
 - 42 2. The building principal shall notify the Superintendent's office of the event, providing the
43 Superintendent's office with a copy of the report of events.
 - 44
 - 45 3. The building principal shall ascertain if any of the school's video equipment captured the
46 event on a recording. If such event was captured on recording, the principal shall take all

best efforts to maintain a copy of the recording and provide such to the Superintendent's Office for the Superintendent's official records of the event.

4. The Superintendent or designee shall ascertain the special needs status of the student involved in the seclusion or restraint and shall ascertain and maintain documentation as to whether or not such events were consistent with or contraindicated due to the student's psychiatric, medical, or physical condition(s).
5. The Superintendent or designee of the Superintendent shall notify the parent or legal guardian of the subject student of the situation and the event of restraint or seclusion via telephone and provide the parent/legal guardian with the name and telephone contact information of the building principal where the parent may obtain additional information regarding the event.
6. The Superintendent or designee of the Superintendent shall provide the parent/legal guardian of the student with written notice of the event of restraint or seclusion of their student.
7. The Superintendent's office shall maintain documentation as to events of restraint and seclusion and shall prepare any and all necessary reports to legal entities upon whom such reports are or may become due pursuant to State and federal regulations.

Training of School Personnel

As part of the training and preparation of each certified administrator, certified teacher, and in-building classified employee of the District, the following shall occur:

1. Training to personnel as to proper situations and events leading to student seclusion and intervention, including possible preventative alternatives to seclusion and restraint, safe physical escort, de-escalation of student crisis situations, and positive behavioral intervention techniques and supports;
2. Training of personnel in crisis/conflict management and emergency situations which may occur in the school setting, including examples and demonstrations of proper activities and techniques and trainers observing employee use of proper activities and techniques in the training setting;
3. Techniques to utilize to limit the possibility of injury to the student, the employee and any other third party in the area;
4. Information as to the school's student seclusion areas in each respective school building to which the employee is assigned;

5. Training in CPR and basic first aid; and

6. Provision of the employee with a copy of this policy.

It is a goal that all new employees are trained in the area of student restraint and seclusion during their first week of employment. However, this may not be possible due to realities of the operation of a school district. If an employee has not yet undergone training and a situation necessitating student restraint or seclusion occurs, and another properly trained employee of the District is present at the event, the properly trained employee shall take the lead in addressing the student crisis.

Designated Locations

Each school building for which students are present must have a building designated location for student seclusion. It is the responsibility of the building's principal, or designee of the principal, to assure that the building's designated seclusion location is a safe and clean location and that such location has appropriate supervision when any student has been placed into seclusion pursuant to this policy. All seclusion will be in compliance with a student's IEP or Section 504 Plan. Appropriate supervision shall include an adult in the seclusion location which has continuous visual observation of the secluded student.

Definitions

For the purposes of this policy, the following definitions shall apply:

Restraint: The immobilization or reduction of a student's freedom of movement for the purpose of preventing harm to students or others through chemical, manual method, physical, or mechanical device, material, or equipment.

Seclusion: Involuntary confinement in a room or other space during which a student is prevented from leaving or reasonably believes that the he or she can leave or be prevented from leaving through manually, mechanically, or electronically locked doors that, when closed, cannot be opened from the inside; blocking or other physical interference by staff; or coercive measures, such as the threat of restraint, sanctions, or the loss of privileges that the student would otherwise have, used for the purpose of keeping the student from leaving the area of seclusion.

Aversive Technique: Physical, emotional, or mental distress as a method of redirecting or controlling behavior including by not limited to corporal punishment.

Policy History:

Adopted on:

Revised on:

Reviewed on:

STUDENTS

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Student Discipline

The Board grants authority to a teacher or principal to hold a student to strict accountability for disorderly conduct in a school building, on property owned or leased by a school district, on a school bus, on the way to or from school, or during intermission or recess.

Disciplinary action may be taken against any student guilty of gross disobedience or misconduct, including but not limited to instances set forth below:

- Using, possessing, distributing, purchasing, or selling tobacco products, and alternative nicotine and vapor products as defined in 16-11-302, MCA.
- Using, possessing, distributing, purchasing, or selling alcoholic beverages, including powdered alcohol. Students who may be under the influence of alcohol will not be permitted to attend school functions and will be treated as though they had alcohol in their possession.
- Using, possessing, distributing, purchasing, or selling drug paraphernalia, illegal drugs, marijuana, controlled substances, or any substance which is represented to be or looks like a narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcoholic beverage, stimulant, depressant, or intoxicant of any kind, including such substances that contain chemicals which produce the same effect of illegal substances including but not limited to Spice and K2. Students who may be under the influence of such substances will not be permitted to attend school functions and will be treated as though they had drugs in their possession.
- Using, possessing, controlling, or transferring a firearm or other weapon in violation of Policy 3311.
- Using, possessing, controlling, or transferring any object that reasonably could be considered or used as a weapon as referred to in Policy 3311.
- Disobeying directives from staff members or school officials or disobeying rules, ~~and~~ violating state or federal law, or not honoring regulations governing student conduct.
- Using violence, force, noise, coercion, threats, intimidation, fear, or other comparable conduct toward anyone or urging other students to engage in such conduct.
- Causing or attempting to cause damage to, or stealing or attempting to steal, school property or another person's property.
- Engaging in any activity that constitutes an interference with school purposes or an educational function or any other disruptive activity.
- Unexcused absenteeism. Truancy statutes and Board policy will be utilized for chronic and habitual truants.
- Intimidation, harassment, sexual harassment, sexual misconduct, hazing or bullying; or retaliation against any person who alleged misconduct under Policy 3225 or 3226 or participated in an investigation into alleged misconduct under Policy 3225 or 3226.
- Defaces or damages any school building, school grounds, furniture, equipment, or book belonging to the district.

- Forging any signature or making any false entry or attempting to authorize any document used or intended to be used in connection with the operation of a school.
- Records or causes to be recorded a conversation by use of a hidden electronic or mechanical device which may include any combination of audio or video that reproduces a human conversation without the knowledge of all parties to the conversation.
- Engaging in academic misconduct which may include but is not limited to: cheating, unauthorized sharing of exam responses or graded assignment work; plagiarism, accessing websites or electronic resources without authorization to complete assigned coursework, and any other act designed to give unfair academic advantage to the student.

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

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

Disciplinary Measures

Disciplinary measures include but are not limited to:

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

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

Non-Disciplinary Measures

The Superintendent or designee is authorized to assign a student to non-disciplinary offsite

instruction pending the results of an investigation or for reasons related to the safety or well-being of students and staff. During the period of non-disciplinary offsite instruction, the student will be permitted to complete all assigned schoolwork for full credit. The assignment of non-

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disciplinary offsite instruction does not preclude the Superintendent or designee from disciplining a student who has, after investigation, been found to have violated a School District policy, rule, or handbook provision.

Delegation of Authority

The Board grants authority to any teacher and to any other school personnel to impose on students under their charge any disciplinary measure, other than suspension or expulsion, corporal punishment, or in-school suspension, that is appropriate and in accordance with policies and rules on student discipline. The Board authorizes teachers to remove students from classrooms for disruptive behavior.

Cross Reference: 3300 Suspension and Expulsion
 3225 Sexual Harassment of Students
 3226 Bullying, Harassment
 5015 Bullying, Harassment

Legal Reference:	§ 16-11-302(1)(7), MCA	Definitions
	§ 20-4-302, MCA	Discipline and punishment of pupils – definition of corporal punishment – penalty – defense
	§ 20-5-202, MCA	Suspension and expulsion
	§ 45-8-361, MCA	Possession or allowing possession of weapon in school building – exceptions – penalties – seizure and forfeiture or return authorized – definitions
	§ 45-5-637, MCA	Possession or consumption of tobacco products, alternative nicotine products, or vapor products by persons under 18 years of age is prohibited – unlawful attempt to purchase - penalties
	29 U.S.C. § 701	Rehabilitation Act of 1973
	<u>§ 45-8-213, MCA</u>	<u>Privacy in communications</u>
	Title 16, Chapter 12 MCA	Montana Marijuana Regulation and Taxation

Policy History:

Adopted on: September 15, 2020

Reviewed on: July 13, 2021

1 Revised on: August 17, 2021
2

STUDENTSStudent Risk Assessments

The District may establish a risk assessment team for students whose behavior may pose a risk to the safety of school staff or students.

Each team shall:

1. Provide guidance to students, faculty, and staff regarding recognition of threatening or aberrant behavior that may represent a risk to the community, school, or self;
2. Include persons with expertise in counseling, instruction, school administration, and law enforcement.
3. Identify members of the school community who should be informed of behavior;
4. Implement school board policies for the assessment of and intervention with students whose behavior poses a risk to the safety of school staff or students including response plans; and
5. Utilize available forms and procedures.

All District employees, volunteers, and contractors are required to report any expressed risks or behavior that may represent a risk to the community, school, or self. In cases determined to be appropriate, teams shall follow established procedures for referrals to community services, boards, or health care providers for evaluation or treatment when appropriate.

Upon a preliminary determination that a student poses a risk of violence or physical harm to self or others, a risk assessment team shall immediately report its determination to the superintendent or designee. The superintendent or designee shall immediately attempt to notify the student's parent or legal guardian. Nothing in this policy shall prevent a District employee from acting immediately to address an imminent risk.

The superintendent may establish a committee charged with oversight of the risk assessment teams. An existing committee may be designated to assume the oversight responsibility; however, any such team shall include individuals with expertise in human resources, education, school administration, mental health, and law enforcement.

Regardless of risk assessment activities, disciplinary action and referral to law enforcement are to occur as required by school board policy and Montana law. The District may, in accordance with the provisions in Policy 3600P, release student records or information in connection with an emergency, without parental consent, if the knowledge of such information is necessary to protect the health or safety of the student or other persons.

Policy History:

Adopted on:

Revised on:

Reviewed on:

old policy

Medical Exemption Statement 3413F1

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

Attach a copy of the most current immunization record

Name of patient _____ DOB _____

Name of parent/guardian _____

Address (patient/parent) _____

School/child care facility _____

For official use only:

☐ Check if reviewed by public health Name/credentials of reviewer: _____ Date of review: _____

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

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

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

Contraindications and Precautions

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

old policy

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

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

Name of Student _____

Date Exemption Ends _____

Completing physician's name (please print)

Address _____

Phone _____

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

Instructions

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

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

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

Questions? Call (406) 444-5580

Montana Code Annotated

20-5-101-410: Montana Immunization Law

52-2-735: Daycare certification

Administrative Rules of Montana

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

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

Old policy

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

Student's Full Name

Birth Date

Age

Sex

School:

If student is under 18, name of parent, guardian, or other person responsible for student's care and custody:

Street Address and city:

Telephone:

I, undersigned, swear or affirm that immunization against

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

is contrary to my religious tenets and practices.

I also understand that:

- (1) I am subject to the penalty for false swearing if I falsely claim a religious exemption for the above-named student [i.e. a fine of up to \$500, up to 6 months in jail, or both (45-7/202, MCA)];
- (2) In the event of an outbreak of one of the diseases listed above, the above-exempted student may be excluded from school by the local health officer or the Department of Public Health and Human Services until the student is no longer at risk for contracting or transmitting that disease; and
- (3) **A new affidavit of exemption for the above-named student must be signed, sworn to, and notarized yearly, before the start of the school year and kept together with the State of Montana Certificate of Immunization (HES-101) in the school's records.**

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

Date

Subscribed and sworn to before me this _____ day of _____, _____

Signature: Notary Public for the State of Montana

Print Name: Notary Public for the State of Montana

Seal

Residing in _____
My commission expires _____

Medical Exemption Statement

Form HES 101A
Montana Schools



For questions, contact the Montana Department of Immunizations at (406) 444-5580

A prospective student seeking to enroll in a Montana school is not required to receive any immunizations for which they are medically contraindicated. The Medical Exemption Statement, may be completed by a qualifying healthcare provider and utilized as an exemption. In lieu of this form, a written and signed statement from a qualifying healthcare provider will also be accepted under the conditions outlined in ARM 37.114.715.

Pursuant to HB 334 (Ch. 294, L. 2021), a qualifying healthcare provider means a person who: (1) is licensed, certified, or authorized in any U.S. State or Canada to provide health care; (2) is authorized within the person's scope of practice to administer the immunization(s) to which the exemption applies; and (3) has previously provided health care to the student *or* has administered a vaccine to which the student has had an adverse reaction. Once completed, this form should be filed at the student's school along with their most current immunization record.

Student Name: _____ Parent/Guardian Name: _____

Student Address: _____ Student Date of Birth: _____

Select the vaccine(s) needing medical exemption, then provide a brief description of the contraindication or precaution for each vaccine:

- | | |
|--|--|
| <input type="checkbox"/> DTaP (Diphtheria, Tetanus, and Pertussis) | <input type="checkbox"/> MMR (Measles, Mumps, and Rubella) |
| <input type="checkbox"/> Tdap (Diphtheria, Tetanus, and Pertussis) | <input type="checkbox"/> IPV (Polio) |
| <input type="checkbox"/> Varicella (Chickenpox) | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Hib (<i>Haemophilus influenzae</i> type b) | |

Contraindication/Precaution:

A complete list of medical contraindications and precautions can be found on the Centers for Disease Control and Prevention's website:
<https://www.cdc.gov/vaccines/hcp/acip-recs/general-recs/contraindications.html>.

Duration of exemption: _____

Provider's Name (print): _____ Title: _____ Phone: _____

Address: _____

Provider's Signature: _____ Date: _____

Montana Code Annotated

20-5-403: MT School Immunization Requirements, Immunization Records
20-5-405: MT School Immunization Requirements, Exemptions

Administrative Rules of Montana

37.114.701-721: Immunization of K-12, Preschool, and Post-Secondary Schools

Affidavit of Exemption on Religious Grounds

Form HES 113

Montana Schools



For questions, contact the Montana Department of Immunizations at (406) 444-5580

Student's Full Name**Birth Date****Age****Sex**

School: _____

If student is under 18, name of parent, guardian, or other person responsible for student's care and custody:

Street address and city: _____

Telephone: _____

I, the undersigned, declare under penalty of perjury that immunization against the following is contrary to my religious tenets and practices (check all that apply):

☐ *Diphtheria, Pertussis, Tetanus (DTaP, DT, Tdap)*☐ *Polio*☐ *Measles, Mumps and Rubella (MMR)*☐ *Varicella (chickenpox)*☐ *Haemophilus Influenzae type b (Hib)*☐ *Other: _____*

I also understand that:

Pursuant to section 20-5-405, MCA, in the event of an outbreak of one of the diseases listed above, the above-exempted student may be excluded from school by the local health officer or the Department of Public Health and Human Services until the student is no longer at risk for contracting or transmitting that disease.

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

Date

Subscribed and sworn to before me this _____ day of _____, _____.

Signature: Notary Public for the State of Montana_____
Print Name: Notary Public for the State of MontanaResiding in _____
My commission expires _____

1 **Culbertson School District**

2
3 **STUDENTS**

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4
5 Administering Medication to Students

6
7 “Medication” means prescribed drugs and medical devices that are controlled by the U.S. Food
8 and Drug Administration and are ordered by a healthcare provider. It includes over-the-counter
9 medications prescribed through a standing order by ~~the school~~ an authorized physician or
10 prescribed by the student’s healthcare provider.

11
12 Except in an emergency situation, only a qualified healthcare professional may administer a drug
13 or a prescription drug to a student under this policy. Diagnosis and treatment of illness and the
14 prescribing of drugs are never the responsibility of a school employee and should not be
15 practiced by any school personnel.

16
17 Administering Medication

18
19 The Board shall permit administration of medication to students in schools in its jurisdiction. A
20 school nurse or other employee who has successfully completed specific training in
21 administration of medication, pursuant to written authorization of a physician or dentist and that
22 of a parent, an individual who has executed a caretaker relative educational authorization
23 affidavit, or guardian, may administer medication to any student in the school or may delegate
24 this task pursuant to Montana law.

25
26 Emergency Administration of Medication

27
28 In the event of an emergency, a school nurse or trained staff member, exempt from the nursing
29 license requirement under § 37-8-103(1)(c), MCA, may administer emergency medication to any
30 student in need thereof on school grounds, in a school building, at a school function, or on a
31 school bus according to a standing order of an authorized physician or a student’s private
32 physician. In the event that emergency medication is administered to a student, the school nurse
33 or staff member shall call emergency responders and notify the student’s parents/guardians.

34
35 A building administrator or school nurse shall enter any medication to be administered in an
36 emergency on an individual student medication record and retain the documentation.

37
38 Assisting Students with Self-Administration of Medication

39
40 A building principal or other school administrator may authorize, in writing, any school
41 employee:

42
43 To assist in self-administration of any drug that may lawfully be sold over the counter
44 without a prescription to a student in compliance with the written instructions and with
45 the written consent of a student’s parent or guardian; and
46

To assist in self-administration of a prescription drug to a student in compliance with written instructions or standing order of an authorized physician or a student's private physician and with the written consent of a student's parent or guardian.

A school employee authorized, in writing, to assist students with self-administration of medications, may only rely on the following techniques:

- Making oral suggestions, prompting, reminding, gesturing, or providing a written guide for self-administering medications;
- Handing to a student a prefilled, labeled medication holder or a labeled unit dose container, syringe, or original marked and labeled container from a pharmacy;
- Opening the lid of a container for a student;
- Guiding the hand of a student to self-administer a medication;
- Holding and assisting a student in drinking fluid to assist in the swallowing of oral medications; and
- Assisting with removal of a medication from a container for a student with a physical disability that prevents independence in the act.
- Other guidance or restrictions previously provided in writing to the school by a student's parent, an individual who has executed a caretaker relative educational authorization affidavit, or guardian is on file.

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

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

- A written and signed authorization from the parents, an individual who has executed a caretaker relative educational authorization affidavit, or guardians for self-administration of medication, acknowledging that the District or its employees are not liable for injury that results from the student self-administering the medication.
- The student shall have the prior written approval of his/her primary healthcare provider. The written notice from the student's primary care provider shall specify the name and purpose of the medication, the prescribed dosage, frequency with which it may be administered, and the circumstances that may warrant its use.
- Documentation that the student has demonstrated to the healthcare practitioner and the school nurse, if available, the skill level necessary to use and administer the medication.
- Documentation of a doctor-formulated written treatment plan for managing asthma,

severe allergies, or anaphylaxis episodes of the student and for medication use by the student during school hours.

Authorization granted to a student to possess and self-administer medication shall be valid for the current school year only and shall be renewed annually. A student's authorization to possess and self-administer medication may be limited or revoked by the building principal or other administrative personnel.

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

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

Self-Administration of Other Medication

The District shall permit students who are able to self-administer specific medication to do so provided that all of the following have occurred:

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

Administration of Glucagons

School employees may voluntarily agree to administer glucagons to a student pursuant to § 20-5-412, MCA, only under the following conditions: (1) the employee may administer glucagon to a diabetic student only in an emergency situation; (2) the employee has filed the necessary designation and acceptance documentation with the District, as required by § 20-5-412(2), MCA, and (3) the employee has filed the necessary written documentation of training with the District, as required by § 20-5-412(4), MCA. Designation of staff is to be made by a parent, and individual who has executed a caretaker relative authorization affidavit, or guardian of a diabetic student, and school employees are under no obligation to agree to designation. Glucagon is to be provided by the parent or guardian. All documentation shall be kept on file.

Handling and Storage of Medications

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

- Shall examine any new medication to ensure it is properly labeled with dates, name of student, medication name, dosage, and physician's name;
- Shall develop a medication administration plan, if administration is necessary for a student, before any medication is given by school personnel;
- Shall record on the student's individual medication record the date a medication is delivered and the amount of medication received;
- Shall store medication requiring refrigeration at 36° to 46° F;
- Shall store prescribed medicinal preparations in a securely locked storage compartment; and
- Shall store controlled substances in a separate compartment, secured and locked at all times.
- All non-emergency medication shall be kept in a locked, nonportable container, stored in its original container with the original prescription label. Epinephrine, naloxone, and student emergency medication may be kept in portable containers and transported by the school nurse or other authorized school personnel.
- Food is not allowed to be stored in refrigeration unit with medications.
- Shall notify the building administrator, school district nurse, and parent or guardian of any medication error and document it on the medication administration record.

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

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

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

The District may maintain a stock supply of an opioid antagonist to be administered by a school nurse or other authorized personnel to any student or nonstudent as needed for an actual or

perceived opioid overdose. A school that intends to obtain an order for emergency use of an opioid antagonist in a school setting or at related activities shall adhere to the requirements in law.

Disposal of Medication, Medical Equipment, Personal Protective Equipment

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

Medical sharps shall be disposed of in an approved sharps container. Building administrators should contact the school nurse or designated employee when such a container is needed. Sharps containers are to be kept in a secure location in the school building. Disposal of sharps container, medical equipment, and personal protective equipment is the responsibility of the school nurse or designated employee in accordance with the Montana Infectious Waste Management Act and the manufacture guidelines specific to the container or equipment.

Legal Reference:	§ 20-5-412, MCA	Definition – parent-designated adult administration of glucagons – training
	§ 20-5-420, MCA	Self-administration or possession of asthma, severe allergy, or anaphylaxis medication
	§ 20-5-421, MCA	Emergency use of epinephrine in school setting
	§ 37-8-103(1)(c), MCA	Exemptions – limitations on authority
	ARM 24.159.1601, et seq	Delegation of Nurse Duties
	§ 20-5-426, MCA	Emergency use of an opioid antagonist in school setting – limit on liability
	<u>§ 75-10-1001, et seq</u>	<u>Infectious Waste Management Act</u>
	<u>37.111.812, ARM</u>	<u>Safety Requirements</u>
	<u>10.55.701(s), ARM</u>	<u>Board of Trustees</u>

Policy History:

Adopted on: September 15, 2020

Reviewed on: July 13, 2021

Revised on: August 17, 2021

STUDENTS

3612

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

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

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

Curriculum

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

Acceptable Uses

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

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

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

Warranties/Indemnification

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

Violations

Violation of this policy will result in a loss of access and may result in other disciplinary or legal action. The principal will make all decisions regarding whether a user has violated this policy and any related rules or regulations and may deny, revoke, or suspend access at any time, with that decision being final.

Policy History:

Adopted on:

Reviewed on:

Revised on:

STUDENTS

3612P

District-Provided Access to Electronic Information, Services, Equipment, and Networks

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

Terms and Conditions

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

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

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

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

Internet Safety

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

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

Procedure History:

Adopted on:

Reviewed on:

Revised:

STUDENT INTERNET ACCESS AND EQUIPMENT USE CONDUCT AGREEMENT

Every student, regardless of age, must read and sign below:

I have read, understand, and agree to abide by the terms of the _____ School District's policy regarding District-Provided Access to Electronic Information, Services, Equipment, and Networks (Policy No. 3612). Should I commit any violation or in any way misuse my access to the District's equipment, computer network and/or the Internet, I understand and agree that my access privilege may be revoked and school disciplinary action may be taken against me including payment of costs associated with damaged equipment.

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

Parent or Legal Guardian. (If applicant is under 18 years of age, a parent/legal guardian must also read and sign this agreement.) As the parent or legal guardian of the above-named student, I have read, understand, and agree that my child shall comply with the terms of the District's policy regarding District-Provided Access to Electronic Information, Services, Equipment, and Networks for the student's access to the District's equipment computer network and/or the Internet. I understand that access is being provided to the students for educational purposes only. However, I also understand that it is impossible for the school to restrict access to all offensive and controversial materials and understand my child's responsibility for abiding by the policy. I am signing this Agreement and agree to accept full responsibility for supervision of my child's use of his/her equipment and access account if and when such access is not in the school setting. I hereby give my child permission to use the building-approved account to access the District's computer network and the Internet. I understand any negligence arising out of my student's use of equipment or networks shall be attributed to me as comparative negligence within the meaning of Section 27-1-702, MCA. I further accept that any costs to repair or replace damages to equipment or networks in accordance Section 20-5-202, MCA

Parent/Legal Guardian (Print): _____
Signature: _____
Home Phone: _____ Address: _____
Date: _____

This Agreement is valid for the _____ school year only.

1 **Culbertson School District**

2
3 **PERSONNEL**

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4
5 Applicability of Personnel Policies

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

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

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

19
20 Professional Development

21
22 If not otherwise addressed in the applicable collective bargaining agreements, the Board shall
23 establish an advisory committee to evaluate the District's current school year professional
24 development plan; and develop and recommend a plan for the subsequent school year. The
25 advisory committee shall include, but not be limited to, trustees, administrators, and teachers. A
26 majority of the committee shall be teachers. Each school year the Board shall adopt a
27 professional development plan for the subsequent school year based on the recommendation of
28 the advisory committee that meets the requirements of ARM 10.55.714.

29
30
31 Legal Reference: § 39-31-102, MCA Chapter not limit on legislative authority
32 ARM 10.55.701(d) Board of Trustees
33

34
35 Policy History:

36 Adopted on: September 15, 2020

37 Reviewed on:

38 Revised on:

1 **Culbertson School District**

2
3 **PERSONNEL**

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4
5 Personal Conduct

6
7 School District employees will abide by all district policies, state and federal laws in the course of their
8 employment. Where applicable, employees will abide by and honor the professional educator code of
9 conduct.

10
11 All employees are expected to maintain high standards of honesty, integrity, professionalism, decorum,
12 and impartiality in the conduct of District business. All employees shall maintain appropriate employee-
13 student relationship boundaries in all respects, including but not limited to personal, speech, print, and
14 digital communications. Failure to honor the appropriate employee student relationship boundary will
15 result in a report to the Department of Public Health and Human Services and the appropriate law
16 enforcement agency.

17
18 In accordance with state law, an employee shall not dispense or utilize any information gained from
19 employment with the District, accept gifts or benefits, or participate in business enterprises or
20 employment that creates a conflict of interest with the faithful and impartial discharge of the employee's
21 District duties. A District employee, before acting in a manner which might impinge on any fiduciary
22 duty, may disclose the nature of the private interest which would create a conflict. Care should be taken
23 to avoid using or avoid the appearance of using official positions and confidential information for
24 personal advantage or gain. Curriculum or materials created within the course of the employee's
25 duties for the District using District resources are considered to be the property of the District.

26
27 Further, employees are expected to hold confidential all information deemed not to be for public
28 consumption as determined by state law and Board policy. Employees also will respect the
29 confidentiality of people served in the course of an employee's duties and use information gained in a
30 responsible manner. The Board may discipline, up to and including discharge, any employee who
31 discloses confidential and/or private information learned during the course of the employee's duties or
32 learned as a result of the employee's participation in a closed (executive) session of the Board. Discretion
33 should be used even within the school system's own network of communication and confidential
34 information should only be communicated on a need to know basis. Employees shall not record or
35 cause to be recorded a conversation by use of a hidden electronic or mechanical device which
36 may include any combination of audio or video that reproduces a human conversation without
37 the knowledge of all parties to the conversation.

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

41
42 Firearms and Weapons

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

46
47 For the purposes of this policy, the term "firearm" means (A) any weapon which will or is designed to or
48 may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of
49 any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device pursuant to
50 18 U.S.C. 921 (4). Such term does not include an antique firearm pursuant to 18 U.S.C. 921 (16).

For purposes of this policy, “non-firearm weapon” means any object, device, or instrument designed as a weapon or through its use is capable of intimidating threatening or producing bodily harm or which may

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be used to inflict injury, including but not limited to air guns; pellet guns; BB guns; fake or facsimile weapons; all knives; blades; clubs; metal knuckles; nunchucks; throwing stars; explosives; fireworks; mace or other propellants; stun guns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon.

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

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

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

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

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

Legal Reference:	§ 20-1-201, MCA	School officers not to act as agents
	Title 2, Chapter 2, Part 1	Standards of Conduct
	§ 39-2-102, MCA	What belongs to employer
	§ 45-8-361, MCA	Possession or allowing possession of a weapon in a school building
	§ 45-5-501, MCA	Definitions
	§ 45-5-502, MCA	Sexual Assault
	ARM 10.55.701(2)(d)	Board of Trustees
	<u>§ 45-8-213, MCA</u>	<u>Privacy in communications</u>

Policy History:

Adopted on: September 15, 2020

Reviewed on: October 20, 2021

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1 Revised on: August 17, 2021 November 16, 2021

PERSONNEL

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Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers

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

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

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

Pre-Employment Tests

Tests shall be conducted before the first time a driver performs any safety-sensitive function for the District. Safety-sensitive functions include all on-duty functions performed from the time a driver begins work or is required to be ready to work, until he/she is relieved from work and all responsibility for performing work. It includes driving; waiting to be dispatched; inspecting and servicing equipment; supervising, performing, or assisting in loading and unloading; repairing or obtaining and waiting for help with a disabled vehicle; performing driver requirements related to accidents; and performing any other work for the District or paid work for any entity.

The tests shall be required of an applicant only after he/she has been offered the position.

Exceptions may be made for drivers who have had the alcohol test required by law within the previous six (6) months and participated in the drug testing program required by law within the previous thirty (30) days, provided that the District has been able to make all verifications required by law.

Post-Accident Tests

Alcohol and controlled substance tests shall be conducted as soon after an accident as practicable on any driver:

1. Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved loss of human life; or
2. ~~Who receives a citation under state or local law, for a moving traffic violation arising from the accident.~~
2. Who receives a citation within 8 hours of the occurrence under state or local law, for a moving traffic violation arising from the accident if the accident involved:
 - (i) Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
 - (ii) One or more motor vehicles incurring disabling damage as a result of the

1 accident, requiring the motor vehicle to be transported away from the scene by a
2 tow truck or other motor vehicle.

3
4 Disabling damage under the law means damage which precludes departure of a motor
5 vehicle from the scene of the accident in its usual manner in daylight after simple
6 repairs.

7
8 Drivers shall make themselves readily available for testing, absent the need for immediate
9 medical attention.

10
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15 No such driver shall use alcohol for eight (8) hours after the accident, or until after he/she
16 undergoes a post-accident alcohol test, whichever occurs first.

17
18 If an alcohol test is not administered within two (2) hours or if a drug test is not administered
19 within thirty-two (32) hours, the District shall prepare and maintain records explaining why the
20 test was not conducted. Tests will not be given if not administered within eight (8) hours after
21 the accident for alcohol or within thirty-two (32) hours for drugs.

22
23 Tests conducted by authorized federal, state, or local officials will fulfill post-accident testing
24 requirements, provided they conform to applicable legal requirements and are obtained by the
25 District. Breath tests will validate only the alcohol test and cannot be used to fulfill controlled
26 substance testing obligations.

27 28 Random Tests

29
30 Tests shall be conducted on a random basis at unannounced times throughout the year. Tests for
31 alcohol shall be conducted just before, during, or just after the performance of safety-sensitive
32 functions. The number of random alcohol tests annually must equal twenty-five percent (25%)
33 of the average number of driver positions. The number of random drug tests annually must equal
34 fifty percent (50%) of the average number of driver positions. Drivers shall be selected by a
35 scientifically valid random process, and each driver shall have an equal chance of being tested
36 each time selections are made.

37 38 Reasonable Suspicion Tests

39
40 Tests shall be conducted when a supervisor or District official trained in accordance with law has
41 reasonable suspicion that the driver has violated the District's alcohol or drug prohibitions. This
42 reasonable suspicion must be based on specific, contemporaneous, articulable observations
43 concerning the driver's appearance, behavior, speech, or body odors. The observations may
44 include indications of the chronic and withdrawal effects of controlled substances.

45
46 Alcohol tests are authorized for reasonable suspicion only if the required observations are made
47 during, just before, or just after the period of the work day when the driver must comply with

1 alcohol prohibitions. An alcohol test may not be conducted by the person who determines that
2 reasonable suspicion exists to conduct such a test. If an alcohol test is not administered within
3 two (2) hours of a determination of reasonable suspicion, the District shall prepare and maintain
4 a record explaining why this was not done. Attempts to conduct alcohol tests shall terminate
5 after eight (8) hours.

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

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14

15 Enforcement

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

18
19 Drivers who test positive for alcohol or drugs shall be subject to disciplinary action up to and
20 including termination of employment.

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

30
31 An employee identified as needing help in resolving a drug or alcohol problem shall be evaluated
32 by a substance abuse professional to determine that he/she has properly followed the prescribed
33 rehabilitation program and shall be subject to unannounced follow-up tests after returning to
34 duty.

35 36 Return-to-Duty Tests

37
38 A drug or alcohol test shall be conducted when a driver who has violated the District's drug or
39 alcohol prohibition returns to performing safety-sensitive duties.

40
41 Employees whose conduct involved drugs cannot return to duty in a safety-sensitive function
42 until the return-to-duty drug test produces a verified negative result.

43
44 Employees whose conduct involved alcohol cannot return to duty in a safety-sensitive function
45 until the return-to-duty alcohol test produces a verified result that meets federal and District
46 standards.

1 Follow-Up Tests

2
3 A driver who violates the District's drug or alcohol prohibition and is subsequently identified by
4 a substance abuse professional as needing assistance in resolving a drug or alcohol problem shall
5 be subject to unannounced follow-up testing as directed by the substance abuse professional in
6 accordance with law. Follow-up alcohol testing shall be conducted just before, during, or just
7 after the time when the driver is performing safety-sensitive functions.
8

9 Records

10
11 Employee drug and alcohol test results and records shall be maintained under strict

12
13
14
15 confidentiality and released only in accordance with law. Upon written request, a driver shall
16 receive copies of any records pertaining to his/her use of drugs or alcohol, including any records
17 pertaining to his/her drug or alcohol tests. Records shall be made available to a subsequent
18 employer or other identified persons only as expressly requested in writing by the driver.
19

20 Notifications

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

- 26
27 1. The person designated by the District to answer driver questions about the materials;
28
29 2. The categories of drivers who are subject to the Code of Federal Regulations, Title 49,
30 Part 382;
31
32 3. Sufficient information about the safety-sensitive functions performed by drivers to make
33 clear what period of the work day the driver is required to comply with Part 382;
34
35 4. Specific information concerning driver conduct that is prohibited by Part 382;
36
37 5. The circumstances under which a driver will be tested for drugs and/or alcohol under Part
38 382;
39
40 6. The procedures that will be used to test for the presence of drugs and alcohol, protect the
41 driver and the integrity of the testing processes, safeguard the validity of test results, and
42 ensure that test results are attributed to the correct driver;
43
44 7. The requirement that a driver submit to drug and alcohol tests administered in accordance
45 with Part 382;
46
47 8. An explanation of what constitutes a refusal to submit to a drug or alcohol test and the

1 attendant consequences;

2
3 9. The consequences for drivers found to have violated the drug and alcohol prohibitions of
4 Part 382, including the requirement that the driver be removed immediately from safety-
5 sensitive functions and the procedures for referral, evaluation, and treatment;

6
7 10. The consequences for drivers found to have an alcohol concentration of 0.02 or greater
8 but less than 0.04;

9
10 11. Information concerning the effects of drugs and alcohol on an individual's health, work,
11 and personal life; signs and symptoms of a drug or alcohol problem (the driver's or a

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14
15 coworker's); and available methods of intervening when a drug or alcohol problem is
16 suspected, including confrontation, referral to an employee assistance program, and/or
17 referral to management; and

18
19 12. The requirement that the following personal information collected and maintained under
20 this part shall be reported to the Commercial Driver's License Drug and Alcohol
21 Clearinghouse:

22
23 A. A verified positive, adulterated, or substituted drug test result;

24
25 B. An alcohol confirmation test with a concentration of 0.04 or higher;

26
27 C. A refusal to submit to any test required by law;

28
29 D. An employer's report of actual knowledge, as defined in law;

30
31 E. On duty alcohol use;

32
33 F. Pre-duty alcohol use;

34
35 G. Alcohol use following an accident;

36
37 H. Controlled substance use;

38
39 I. A substance abuse professional report of the successful completion of the
40 return-to-duty process;

41
42 J. A negative return-to-duty test; and

43
44 K. An employer's report of completion of follow-up testing.

45
46 Drivers shall also receive information about legal requirements, District policies, and
47 disciplinary consequences related to the use of alcohol and drugs.

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

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

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

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

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

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

Clearinghouse

The School District will comply with the requirements of the Commercial Driver's License Drug and Alcohol Clearinghouse. The School District and Transportation service providers are called upon to report DOT drug and alcohol testing program violations to the Clearinghouse. Drivers have been notified that any information subject to disclosure will be submitted to the Clearinghouse in accordance with this policy and applicable regulations.

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

Policy History:

Adopted on: September 15, 2020

Reviewed on: July 13, 2021

Revised on: August 17, 2021

1 **Culbertson School District**

2
3 **PERSONNEL**

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4
5 Substitutes

6
7 The Board will regularly approve a list of acceptable substitutes for classified and certified staff that
8 meet the guidelines as prescribed in this policy. Appearance on the substitute list authorizes the
9 administration to call upon a substitute to temporarily work for the District, but does not guarantee
10 employment.

11
12 All substitute ~~teachers-employees~~ employees will be required to undergo fingerprint and background checks.
13 All substitute employees are subject to District Policies during their term of service to the District.
14 All substitute employees shall abide by student and staff confidentiality standards during their term
15 of service to the District.

16
17 Substitute Certified Staff

18
19 The Board authorizes the use of substitute teachers that appear on the list to replace teachers who are
20 temporarily absent. The principal shall arrange for the substitute to work for the absent teacher.
21 Under no condition is a teacher to select or arrange for their own substitute. A substitute teacher may
22 be employed to carry on a teacher's duties not to exceed 35 consecutive teaching days.

23
24 If the absence of the regular, licensed or authorized teacher continues for more than 35 consecutive
25 teaching days, the board of trustees shall place a licensed teacher under contract or seek an
26 emergency authorization of employment. ~~in accordance with Administrative Rules of Montana~~
27 ~~10.57.107.~~

28
29 The Board annually establishes a daily rate of pay for substitute teachers. No fringe benefits are
30 given to substitute teachers.

31
32 Substitutes for Classified Staff

33
34 The Board authorizes the use of substitute employees that appear on the list to replace classified
35 employees who are temporarily absent. The principal shall arrange for the substitute to work for the
36 absent employee. Under no condition is an employee to select or arrange for their own substitute.

37
38 Substitutes for classified positions will be paid by the hour. When a classified employee is called
39 upon to substitute for a teacher, the teacher sub rate shall apply unless the classified rate of pay is
40 higher.

41
42 Legal Reference: 10.55.716, ARM Substitute teachers
43 10.57.107, ARM Emergency Authorization of Employment

44 Policy History:

45 Adopted on:

46 Reviewed on:

47 Revised on:

1 **Culbertson School District**

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3 **PERSONNEL**

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4
5 Leaves of Absence

6
7 Sick and Bereavement Leave

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

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

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

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

41
42 It is understood that seniority will accumulate while a teacher or employee is utilizing sick leave
43 credits. Seniority will not accumulate, unless an employee is in a paid status. Abuse of sick leave
44 is cause for disciplinary action up to and including termination of employment. The
45 administration is authorized to request documentation or evidence supporting a leave request.
46

Immediate family is defined as an employee's spouse and any member of the employee's household, or any parent, child, grandparent, grandchild, or corresponding in-law.

Personal and Emergency Leave

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

Civic Duty Leave

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

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

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

Policy History:

Adopted on: September 15, 2020

Reviewed on:

Revised on:

1 **Culbertson School District**

2
3 **PERSONNEL**

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4
5 Employee use of Electronic Mail, Internet, Networks, and District Equipment

6
7 The District equipment, e-mail and Internet systems are intended to be used for educational
8 purposes only, and employees have no expectation of privacy. Employees have no expectation
9 of privacy in district owned technology equipment, including but not limited to district-owned
10 desktops, laptops, memory storage devices, and cell phones.

11
12 Users of District equipment, e-mail and Internet systems are responsible for their appropriate
13 use. All illegal and improper uses of the equipment, e-mail, and Internet system, including but
14 not limited to network etiquette violations including mail that degrades or demeans other
15 individuals, pornography, obscenity, harassment, solicitation, gambling, and violating copyright
16 or intellectual property rights, are prohibited. Abuse of the equipment, e-mail, or Internet
17 systems through personal use, or use in violation of the law or District policies, will result in
18 disciplinary action, up to and including termination of employment.

19
20 All e-mail/Internet records are considered District records and should be transmitted only to
21 individuals who have a need to receive them. If the sender of an e-mail or Internet message does
22 not intend for the e-mail or Internet message to be forwarded, the sender should clearly mark the
23 message "Do Not Forward."

24
25 To keep District equipment, e-mail and Internet systems secure, users shall not leave the terminal
26 "signed on" when unattended and may not leave their password available in an obvious place
27 near the terminal or share their password with anyone except the system administrator. The
28 District reserves the right to bypass individual passwords at any time and to monitor the use of
29 such systems by employees.

30
31 Additionally, District equipment, records and e-mail/Internet records are subject to disclosure to
32 law enforcement or government officials or to other third parties through subpoena or other
33 process.

34
35 Consequently, the District retains the right to access stored records in cases where there is
36 reasonable cause to expect wrongdoing or misuse of the system and to review, store, and disclose
37 all information sent over the District e-mail systems for any legally permissible reason, including
38 but not limited to determining whether the information is a public record, whether it contains
39 information discoverable in litigation, and to access District information in the employee's
40 absence. Employee e-mail/Internet messages may not necessarily reflect the views of the
41 District.

42
43 All District employees should be aware that e-mail messages can be retrieved, even if they have
44 been deleted, and that statements made in e-mail communications can form the basis of various
45 legal claims against the individual author or the District.

All e-mail/Internet records are considered District records and should be transmitted only to individuals who have a need to receive them. E-mail sent or received by the District or the

District's employees may be considered a public record subject to public disclosure or inspection. All District e-mail and Internet communications may be monitored.

Policy History:

Adopted on:

Reviewed on:

Revised on:

PERSONNEL

5450P

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Employee use of Electronic Mail, Internet, Networks, and District Equipment Procedure

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

Terms and Conditions

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

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

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

- d. The “fair use” rules governing student reports in classrooms are less stringent and permit limited use of graphics and text.
- e. Student work may only be published if there is written permission from both the parent/guardian and the student.

Internet Safety

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

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

Procedure History:

Adopted on:
Reviewed on:
Revised:

**EMPLOYEE EQUIPMENT USE, INTERNET CONDUCT,
AND NETWORK ACCESS AGREEMENT**

Every staff member must read and sign below:

I have read, understand, and agree to abide by the terms of the School District's policy regarding District-Provided Access to Electronic Information, Equipment, Services, and Networks (Policies 5450 and 5450P). Should I commit any violation or in any way misuse my access to the District's computers, network and/or the Internet, I understand and agree that my access privilege may be revoked and school disciplinary action may be taken against me.

Terms and Conditions

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

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

6. Indemnification – The user agrees to indemnify the District for any losses, costs, or damages, including reasonable attorney fees, incurred by the District, relating to or arising out of any violation of these procedures.
7. Security – Network security is a high priority. If the user can identify a security problem on the Internet, the user must notify the system administrator or building principal. Do not demonstrate the problem to other users. Keep your account and password confidential. Do not use another individual's account without written permission from that individual. Attempts to log on to the Internet as a system administrator will result in cancellation of user privileges. Any user identified as a security risk may be denied access to the network.
8. Vandalism and Damage – Vandalism will result in cancellation of privileges, and other disciplinary action. Vandalism is defined as any malicious attempt to harm or destroy data of another user, the Internet, or any other network. This includes but is not limited to uploading or creation of computer viruses. The user is responsible for any unintentional damage to the District-owned equipment or technology that cause by the use or user's negligence. Such damage includes but is not limited to that caused by drops, spills, virus, exposure to heat and cold, or submersion.
9. Charges – The District assumes no responsibility for any unauthorized charges or fees, including telephone charges, long-distance charges, per-minute surcharges, and/ or equipment or line costs.

Internet Safety

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

etiquette; protection from online predators and personal safety; and how to recognize and respond to cyberbullying and other threats.

5. The system administrator and principal shall monitor student Internet access.

I understand and will abide by the technology, equipment and network access policies. I understand that the District and/or its agents may access and monitor my use of the Internet, including my e-mail and downloaded material, without prior notice to me. I further understand that should I commit any violation, my access privileges may be revoked, and school disciplinary action and/or appropriate legal action may be taken. In consideration for using the District's issuance of technology, electronic network connection and having access to public networks, I hereby acknowledge the risk for any claims and damages arising from my use of, or inability to use the equipment, network, and Internet. I understand any negligence arising out of my use of equipment or networks shall be attributed to me as comparative negligence within the meaning of Section 27-1-702, MCA.

User Name (*please print*)

User Signature

Date

1 **Culbetsen School District**

2
3 **Financial Management**

7265

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5 Use of Enhanced Tax Credit Receipts

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7 On receiving a donation from an enhanced tax credit, the District shall seek preapproval, in a
8 manner prescribed by the Department of Revenue (DOR), that the amount of tax credit sought by
9 the taxpayer is available under the aggregate limit set in statute. Upon preapproval by the DOR,
10 the District shall issue a receipt, in a form prescribed by the DOR, to each contributing taxpayer
11 indicating the value of the donation received and documenting the preapproval of the credit.
12

13 The District shall use the funds received from an enhanced tax credit for innovative educational
14 programs specified in law which are defined as:

- 15 (a) transformational learning as defined in Section 20-7-1602, MCA;
16 (b) advanced opportunity as defined in Section 20-7-1503, MCA;
17 (c) any program, service, instructional methodology, or adaptive equipment used to expand
18 opportunity for a child with a disability as defined in Section 20-7-401, MCA;
19 (d) any courses provided through work-based learning partnerships or for postsecondary
20 credit or career certification under Policy 2600; and
21 (e) technology enhancements, including but not limited to any expenditure incurred for
22 purposes specified in Section 20-9-533, MCA.
23

24 Legal Reference: Title 15, Chapter 30, Part 31, MCA- Tax Credit for Qualified Education
25 Contributions
26
27

28 Policy History:

29 Adopted on:

30 Reviewed on:

31 Revised on:
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8300

The Board believes that the District must identify and measure risks of loss which may result from damage to or destruction of District property or claims against the District by persons claiming to have been harmed by action or inaction of the District, its officers or staff. The District will implement a risk management program to reduce or eliminate risks where possible and to determine which risks the District can afford to assume. Such program will consider the benefits, if any, of joining with other units of local government for joint purchasing of insurance, joint self-insuring, or joint employment of a risk manager. The Board will assign primary responsibility for administration and supervision of the risk management program to a single person and will review the status of the risk management program each year.

Security

Access to school buildings and grounds outside of regular school hours shall be limited to staff completing official duties and authorized individuals or entities requiring access. An adequate key control system shall be established which shall limit access to buildings to authorized staff, individuals, and entities and shall safeguard against the potential entry of unauthorized persons.

Locks and other protective devices designed to be used as safeguards against illegal entry and vandalism shall be installed when appropriate to the individual situation. Employment of security officers may be approved in situations where special risks are involved. All incidents of vandalism, unauthorized access and burglary shall be reported to the Superintendent immediately and to law enforcement agencies as appropriate.

Legal Reference:	§ 20-6-608, MCA	Authority and duty of trustees to insure district property
	§ 20-3-331, MCA	Purchase of insurance – self-insurance plan
	§§ 2-9-101, et seq., MCA	Liability Exposure
	§ 2-9-211, MCA	Political subdivision insurance
	§ 2-9-501, MCA	Application – bonds excepted

1
2 Policy History:
3 Adopted on: August 11, 2020
4 Reviewed on:
5 Revised on:

4
5 Construction and Repairs

6
7 Before commencing new school construction or repairs, the District shall submit plans for
8 construction of a new school or an addition to or an alteration of an existing school to DPHHS or
9 the local health authority for review and approval. Plans shall include the following where
10 applicable:
11

- 12 (a) Location and detail of classrooms used for science or science laboratories,-consumer
13 science, art classrooms, art supply rooms, mechanic/carpentry, and industrial arts,
14 including location and ventilation detail of lockable storage area of chemicals and
15 other hazardous products;
- 16 (b) Location and detail of janitorial facilities;
- 17 (c) Specifications for the sewage treatment and disposal system to serve the school unless
18 previously approved;
- 19 (d) Specifications for the water supply to serve the school unless previously approved;
- 20 (e) Locations for all emergency eyewash and shower stations, which shall
21 meet the American National Standard for Emergency Eyewash and Shower
22 Equipment;
- 23 (f) Location and detail of laundry facilities including description of equipment
24 and a flow chart indicating the route of laundry through sorting, washing,
25 drying, ironing, folding, and storage;
- 26 (g) Specifications for the final finishes of floors, walls and ceilings in toilet,
27 locker and shower rooms, laundries, and janitorial closets;
- 28 (h) Statement from the designer of the facilities that lighting capable of meeting the
29 minimum requirements of ARM 37.111.830 will be provided;
- 30 (i) Location and detail of the solid waste storage facilities;
- 31 (j) name of DEQ-approved sanitary landfill which will receive solid waste from the
32 school;
- 33 (k) Specifications for a food service to serve the school unless the food service has
34 been previously approved by the DPHHS and/or local health authority;
- 35 (l) Any other information requested by the DPHHS or local health authority
36 relating to the health, sanitation, safety, and physical well-being of the teachers,
37 staff, and students;
- 38 (m) Specifications for any new or modified playground equipment, which shall comply with
39 the standards of the United States Consumer Product Safety Commission's 2010
40 Handbook for Public Playground Safety and the requirements of the 2010 ADA
41 Standards for Accessible Design;
- 42 (n) Specifications for any new or modified air intakes;
- 43 (o) Specifications for any radon-resistant technique used in the building process;
- 44 (p) Documentation reflecting how the topography of the site will permit good drainage
45 of surface water away from the school building to eliminate significant areas of
46 standing water and infiltration of surface water into the school building;.
- 47 (q) Specifications showing all chemical storage areas in new construction will be
48 constructed to maintain negative air pressure to eliminate contamination of the
49 school's indoor air quality by being vented to the outside of the building;

- (r) Specifications showing gas supply lines serving science laboratories, consumer science, industrial arts, and other rooms utilizing multiple outlets will have a master shut-off valve that is readily accessible to the instructor or instructors-in-charge without leaving the classroom or storage area;
- (s) Specifications showing industrial arts classrooms or buildings and other rooms using electrically will operated instruction equipment which presents a significant safety hazard to the student utilizing such equipment shall be supplied with a master electric switch readily accessible to the instructor or instructors-in-charge without leaving the classroom or storage area.
- (t) Specifications showing that janitorial storage spaces will be lockable, have sufficient storage are for equipment and chemicals; and be vented to the outside of the building.
- (u) Specifications showing that hot and cold water shall be provided to handwashing sinks and shower facilities. Hot water shall not be below 100° F nor exceed a temperature of 120°F.
- (v) Documentation showing DPHHS the use of radon prevention strategies in new construction.

The District shall not commence construction may not commence until all plans required by this policy been approved by DPPHS or the local health authority. Construction shall be in accordance with the plans as approved unless permission is granted in writing by the DPHHS or the local health authority to make changes.

Change of Use in Existing Building

The District shall not use an existing building not currently utilized as a school without the prior approval of the DPHHS or the local health authority. The District shall comply with this policy when modifying a building in order to be utilized as a school.

The District is authorized to use of modular or mobile buildings in response to temporary or permanent closure of the existing school facility, segments thereof, or classroom overflow when plans are submitted and approved by DPHHS or the local health authority.

Contractor Assurance

No contract shall be let to any contractor who is not licensed or registered as required by the laws of this state. Nor shall a contractor be granted a contract unless a statement is submitted and sworn to which states that the contractor is in compliance with the state laws relating to prevailing wage, non-collusion, and residence requirements for public works and with state and federal laws relating to non-discrimination in hiring. A statement to this effect must be a part of every appropriate contract.

No contract shall be let to any contractor if the provision conflicts with the provisions of § 20-9-204.

Contractor Surety Bonds and Insurance

A bid bond must accompany each contractor's bid or other security authorized by state law in the amount of at least ten (10) percent of the total bid amount, excluding taxes. Any bid, which is not successful, shall entitle the bidder to a refund of its security or bond. The successful bidder shall have his/her bond or security retained until such a time as it is determined that the bidder shall complete the contract. All bids received shall specify whether the District or the contractor shall carry fire, liability, or other insurance during construction.

The successful bidder is required to execute and deliver to the Board a good and sufficient performance bond with two (2) or more sureties or a surety company which shall state that the contractor shall execute and faithfully perform the provisions of the contract and shall pay all subcontractors and material men as required by law.

Architect and Engineering Services

The Superintendent shall invite architects and/or engineers to express interest in performing such necessary planning services for the District. Advertising shall be designed to reach a wide geographical area to help insure gender and minority applicant consideration.

Interested firms will be requested to submit a state of qualifications and performance data to enable the Board to determine which architectural or engineering firm will best serve the needs of the District. Criteria for selection of a firm shall include, but not be limited to, quality and breadth of staff, design of similar projects, production capability, supervision and quality control, relationship with clients, cost estimates and budget control.

The Superintendent is directed to establish necessary procedures to solicit and screen qualified engineers and architects. The Superintendent shall recommend one or more firms to the Board for its consideration. The Board and the successful architectural or engineering firm shall enter into a contract for the necessary services. In the event the Board and the selected firm are unable to negotiate a fair and reasonable fee, the trustees may select another firm provided reasonable public notice of the selection is given.

Educational Specifications

Facilities shall be designed to accommodate the educational and instructional needs of the District. The professional experience and judgment of staff shall be solicited in developing such educational specifications. The law requires that special attention be given to accessibility to the education program by students of both genders and those with disabilities. The Superintendent shall see that all construction projects comply with the requirements for accessibility for individuals with disabilities and comparability between the genders. The architect shall be responsible for ensuring compliance with state and federal laws including access for individuals with disabilities and requirements for gender comparability.

When the Board considers major remodeling or building a facility, it shall endeavor to seek facility expertise in all affected program areas as well as comments from faculty, students, and community.

1
2
3 Legal Reference: Section 50-1-206, MCA 50-1-203, 50-1-206, MCA
4 37.111.804, ARM Preconstruction Review
5 37.111.805, ARM Existing Building – Change of Use
6 10.55.701(s), ARM Board of Trustees
7 10.55.701(l), ARM Board of Trustees
8
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11 Policy History:

12 Adopted on: August 17, 2021

13 Reviewed on:

14 Revised on:
15

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

MEETING DATE: 4-19-2022

AGENDA ITEM #: 24

AGENDA TITLE: National Honor Society Student Activity Account

SUMMARY:

The Culbertson Chapter of the National Honor Society would like to request a Student Activity Account at this time. This request will require a resolution of the Board to create the account.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Colvin					
Anderson					
Bergum					
Walker					

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

MEETING DATE: 4-19-2022

AGENDA ITEM #: 25

AGENDA TITLE: Sick Leave Bank Request

SUMMARY:

Attached please find a request for the use of the Sick Leave Bank. Attached please find the Board policy for the Sick Leave Bank.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Colvin					
Anderson					
Bergum					
Walker					

Culbertson School District #17 J/R/C Sick Leave Bank Request Form

To request sick leave from the Culbertson School Sick Leave Bank, this form must be filled out and returned to the Clerk's office. This request will be presented to the Culbertson School Board of Trustees for approval, or denial, at the next school board meeting.

I, Rhonda Seitz request up to 10 sick leave days from the Culbertson School Sick Leave Bank for the following reasons:

I will have physical therapy appointments
and doctor's appointments due to the
shoulder surgery Thursday, April 7, 2022,
as a result of dislocating it November 30,
2021 while on bus duty.

RECEIVED
4-11-2022

Rhonda Seitz
Employee's Signature

4-10-22
Date

To be completed after evaluation of request:

Request Approved _____

Request Denied _____

Board Chairman's Signature

Date

Board Vice-Chairman's Signature

Date

1 **Culbertson School District**

2
3 **PERSONNEL**

5330

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5 Sick Leave Bank

6
7 Any Culbertson School District employee may donate sick leave to the bank to be used by any
8 employee in emergency situations. Each employee, upon filing a Contribution of Sick Leave
9 Form (5330F1) and approval from the Culbertson School Board of Trustees, may voluntarily
10 place a maximum of five (5) of their individual emergency/sick days per year into the Culbertson
11 School Employees' Sick Leave Bank. The application for contribution must be submitted for
12 approval at the regular September School Board Meeting each year. Upon approval by the
13 Board, all contributions are irrevocable.

14
15 Conditions and decisions for granting such use are as follows:

- 16
17 1. Any employee of the Culbertson School system may apply to the Culbertson School
18 Board for approval to use sick leave from the Bank by filing a Sick Leave Bank Request
19 Form (5330F2), if and when, they have exhausted all individual accumulated emergency,
20 sick, personal, comp., and vacation leaves.
21
22 2. Once an employee has exhausted all accumulated leave and all granted Bank leave, the
23 salary for that employee shall cease to be paid until such a time as the employee returns
24 to duty.
25
26 3. Applications for days from the Bank will be granted for medical emergencies. Maternity
27 leave will not be considered unless the extended absence is for medical complications as
28 a result of birth, or complications with the child's health after birth.
29
30 4. The maximum number of days in the Culbertson School Employees' Sick Leave Bank
31 shall not exceed ninety (90) days.
32
33 5. The maximum number of days that may be granted to any employee will be half the
34 number of days available in the Sick Leave Bank at the time of approval by the Board.
35
36 6. At the completion of the school budget year, June 30th, any unused Bank days shall be
37 carried over into the new year.
38
39
40

41 Policy History:

42 Adopted on: March 19, 2002

43 Reviewed on: August 17, 2021

44 Revised on: September 14, 2021

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

MEETING DATE: 4-19-2022

AGENDA ITEM #: 26

AGENDA TITLE: MUST Insurance Renewal

SUMMARY:

Attached please find the MUST Health Insurance Renewal for the 2022-2023 school year.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Colvin					
Anderson					
Bergum					
Walker					



AFFILIATION AND PARTICIPATION AGREEMENT

between Montana Unified School Trust ("MUST" or "Trust") and

Group Name: CULBERTSON SCHOOL DISTRICT Group Number: 9000

(hereafter referred to as the GROUP)

Tax I.D. Number: 81-6000889

Effective Date: July 1, 2022

Note: Signatures are required on page 6.

Please return all pages of the original signed Affiliation and Participation Agreement to:

MUST
P.O. Box 4579
Helena, Montana 59604-4579

If you have questions about completing this Agreement, call the MUST Administration office at 1-800-845-7283.

PARTICIPATION AGREEMENT

Section 1 – Eligibility Requirements

Note to the GROUP: Each GROUP is responsible for the consequences of excluding employee classifications, imposing unequal eligibility requirements, or having benefit terms or conditions that cause discrimination in favor of higher paid employees. The IRS may require the GROUP to demonstrate that the selections made in this agreement do not discriminate in favor of higher paid employees.

MUST is not responsible for verifying workplace-specific circumstances or the potential for discrimination based on the GROUP participation elections or contribution decisions.

<p>Eligible Employee Classes</p> <p>Please indicate which classes of employee will be eligible for medical coverage.</p>	<div style="display: flex; justify-content: space-between;"> <input checked="" type="checkbox"/> Administrative Employees <input checked="" type="checkbox"/> Certified Employees <input checked="" type="checkbox"/> Classified Employees </div> <div style="display: flex; justify-content: space-between;"> <input checked="" type="checkbox"/> Other (Please List) <u>trustees, leave of absence,</u> </div> <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Other (Please List) <u>retirees, cobra</u> </div>
<p>Hours Worked</p> <p>Please indicate the hourly requirements for each eligible class of employee. MUST requires a minimum of 17.5 hours unless the school district has a four-day workweek. A minimum of 15 hours is required for districts with a four-day workweek.</p>	<p>Minimum hours per week for Administration Employees:</p> <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> 17.5 <input checked="" type="checkbox"/> 20 Hours <input type="checkbox"/> Greater than 20 (please list) _____ </div> <p>Minimum hours per week for Certified Employees:</p> <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> 17.5 <input checked="" type="checkbox"/> 20 Hours <input type="checkbox"/> Greater than 20 (please list) _____ </div> <p>Minimum hours per week for Classified Employees:</p> <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> 17.5 <input checked="" type="checkbox"/> 20 Hours <input type="checkbox"/> Greater than 20 (please list) _____ </div> <p>Minimum hours per week for other employee classification(s) specified above:</p> <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> 17.5 <input type="checkbox"/> 20 Hours <input type="checkbox"/> Greater than 20 (please list) <u>N/A</u> </div> <p>Minimum hours per week for district with four-day workweek:</p> <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> 17.5 <input type="checkbox"/> 20 Hours <input type="checkbox"/> Greater than 20 (please list) <u>N/A</u> </div>



<p>Waiting Period for New Employees</p> <p>GROUP determines whether a waiting period will apply for initial eligibility.</p> <p>Please indicate the coverage effective date for each applicable class of employee.</p>	<p>Effective date for Administration Employees:</p> <p><input type="checkbox"/> First Day of paid status <input checked="" type="checkbox"/> First day of month following first day of paid status.</p> <p><input type="checkbox"/> 1st of the month following a 30 day probation period <input type="checkbox"/> 1st of the month following a 60 day probation period</p> <p>Effective date for Certified Employees:</p> <p><input type="checkbox"/> First Day of paid status <input checked="" type="checkbox"/> First day of month following first day of paid status.</p> <p><input type="checkbox"/> 1st of the month following a 30 day probation period <input type="checkbox"/> 1st of the month following a 60 day probation period</p> <p>Effective date for Classified Employees:</p> <p><input type="checkbox"/> First Day of paid status <input checked="" type="checkbox"/> First day of month following first day of paid status.</p> <p><input type="checkbox"/> 1st of the month following a 30 day probation period <input type="checkbox"/> 1st of the month following a 60 day probation period</p> <p>Effective date for other employee classification(s) specified above:</p> <p><input type="checkbox"/> First Day of paid status <input checked="" type="checkbox"/> First day of month following first day of paid status.</p> <p><input type="checkbox"/> 1st of the month following a 30 day probation period <input type="checkbox"/> 1st of the month following a 60 day probation period</p>
<p>Other Eligibility (See Section 3)</p>	<p>Retirees, COBRA participants, and trustees are eligible as defined by MUST in the Summary Plan Document. Employees on medical leave or other leave of absence are eligible as defined by the GROUP or MUST in the Summary Plan Document.</p>

If a participant elects coverage, the participant may also elect coverage for eligible dependents, as defined by MUST in the Summary Plan Document. These dependents may include dependent spouse, domestic partner, and/or dependent child.

Life and Accidental Death & Dismemberment (AD&D), Dependent Life and AD&D, and Long-Term Disability (LTD): All active employees are eligible for plans elected by the GROUP. Restrictions apply to COBRA participants, retirees, and dependents. Trustees are not eligible for this coverage as they are not actual employees of the district.

Section 2 – Participation Requirements

For the GROUP to maintain eligibility, the following conditions must be met¹:

1. MEDICAL REQUIREMENTS

The MUST medical plan requires a minimum participation of 75% of all eligible GROUP participants – excluding those waiving coverage because they are insured under another plan². Noncompliance with this participation requirement may result in the loss of MUST's ability to provide medical coverage.

Example: If the group has 125 total eligible employees and 25 waive coverage because they have other insurance, MUST requires 75 of the remaining 100 employees to enroll in the medical plan.

2. DENTAL AND VISION REQUIREMENTS

Groups who wish to offer dental and/or vision may do so by electing either the "all employees" or "medical enrollees only" options. There are no participation requirements, however, to achieve the optimal rate for dental and/or vision, the GROUP must enroll at least 60% of all eligible employees or 60% of participants enrolled in medical, depending upon the dental and/or vision option chosen. If the dental and/or vision participation level falls below 60%, the GROUP rate will change in the next renewal according to the participation level achieved in the current plan year.

Example: If only 20 of 75 employees eligible for coverage elect dental and/or vision, the rates will be higher than if 70 employees from the same group elect said coverage.

If the dental and/or vision plan is elected by the GROUP and if a participant elects' coverage, the participant may also elect coverage for eligible dependents, as defined by MUST in the Summary Plan Document. These dependents may include dependent spouse, domestic partner, and/or dependent child.

¹ MUST reserves the right to audit personnel records to confirm participation. The GROUP will have two (2) years to bring participation into compliance if its participation does not meet minimum requirements. If the GROUP is unsuccessful, participation in the Trust may be terminated.

² Eligible employees who are waiving coverage may be required to provide proof of other insurance and complete a health coverage and benefit Waiver Form, which will be maintained on file at the MUST Administration Office.



1. RETIREE ELIGIBILITY REQUIREMENTS

The retired person must be an eligible covered employee on the day immediately before the date of retirement and/or was eligible for retirement under an employment policy of the GROUP.

2. TRUSTEE ELIGIBILITY REQUIREMENTS

An eligible trustee is a person duly appointed and actively serving on the board of trustees of the GROUP. To be an eligible retired trustee, the trustee must have served two (2) complete terms and must be covered the day immediately before the date the trustee retires.

Section 3 – Guidelines for Inactive Participants

Please refer to the MUST Summary Plan Document outlining the terms of coverage available to participants in the following circumstances:

- a. Leave of Absence
- b. Retirement
- c. Survivors of an Employee
- d. COBRA – Continuation of Coverage
- e. Uniformed Services Employment and Reemployment Rights Act (USERRA), and Montana Services Employment and Reemployment Rights Act (MSERRA or the Montana National Guard)

Section 4 – Guidelines for Those Declining Coverage

Eligible employees declining health insurance coverage and other benefits will need to complete and sign a Universal Form: Waiver Section verifying they understand that they are waiving their right to the medical plan, the basic life and AD&D insurance, and LTD insurance included in the health insurance package. The GROUP is required to send the Universal Form: Waiver Section to MUST. Failure to provide the reasons in writing may result in MUST refusing enrollment at a later date.



AFFILIATION AGREEMENT

This Affiliation Agreement is between **CULBERTSON SCHOOL DISTRICT** ("GROUP") and Montana Unified School Trust (MUST or "Trust") to secure commitment to participate in the MUST program **July 1, 2022 through June 30, 2023** ("Initial Term"). After the Initial Term, this Affiliation Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term").

It is understood that either party may elect not to renew this Affiliation Agreement for any reason at the end of the Initial Term, or at the end of any successive Renewal Term thereafter. Absent an effective notice of intent not to renew, all terms and conditions of this Affiliation Agreement, as modified in accordance with provisions herein, shall continue in force for the next term.

If the GROUP terminates this Affiliation Agreement prior to the completion of the Initial Term, or prior to the end of any successive Renewal Term thereafter, the GROUP will provide the Trust at least sixty (60) calendar days prior written notice of termination. In addition, if the GROUP terminates this Affiliation Agreement prior to the completion of the Initial Term or any Renewal Term thereafter, the GROUP agrees to pay to the Trust any claims and expenses which exceed premiums received as described in paragraph 4 below.

If, according to paragraph 5 below, the Trust cancels the GROUP's coverage, the Trust will deliver written notice of intent not to renew within sixty (60) calendar days and the GROUP will be obligated to pay to the Trust any claims and expenses which exceed premiums received as described in paragraph 4 below.

1. The parties agree that the GROUP's participation in MUST is subject to the coverage and benefits described in the plan(s) elected by the GROUP and will be subject to the rates provided by MUST.
 - a. MUST premiums are guaranteed for the Initial Term. MUST will conduct a review of premium contributions prior to the annual renewal date and rates may be adjusted per actuarial recommendation based on MUST standard underwriting practices for each Renewal Term.
 - b. MUST reserves the right to recalculate the initial GROUP rates in the event that enrollment changes by more than 15% during any given month.
2. The parties agree that the GROUP's eligibility is conditioned upon participation by at least 75% of eligible employees that do not have other coverage. Rules regarding participation are defined in the Participation Agreement (pages 1 through 3) of this agreement.
3. The GROUP agrees its participation and affiliation in MUST is bound by the following:
 - a. "Agreement and Declaration of Trust Establishing the Montana Unified School Trust" (the "Trust Agreement");
 - b. Summary Plan Document of MUST;
 - c. Any of the contracts or policies of insurance obtained by MUST which cover any employees of the GROUP; and
 - d. Any rules and regulations pertaining to the administration of the employee benefit programs, as these documents and rules may be amended from time to time.

These documents are available from MUST upon request.

4. The parties agree that the GROUP's participation in MUST is for the period stated above. Termination or cancellation of coverage prior to the last day of the current term shall be subject to the following:
 - a. If the GROUP's claims and expenses on the last day of coverage for which premiums have been paid are **less** than the collected contributions, then GROUP may cease participation without any further reimbursement to MUST, except as to any contribution adjustment then in effect. The calculation will be performed using data with claims run out for six (6) months after the last day of coverage and claims will include incurred but not reported claims. MUST's actuary will estimate the GROUP's remaining incurred but not reported claims and the apportionment of expenses.
 - b. If the GROUP claims and expenses as of the day of coverage for which premiums have been paid are **greater** than the collected contributions, the GROUP will reimburse MUST in the amount by which the claims and expenses exceed the collected contributions. The calculation will be performed using data with claims run out for six (6) months after the last day of coverage and claims will include incurred but not reported claims. MUST's actuary will estimate the GROUP's remaining incurred but not reported claims and the apportionment of expenses. Payment is due thirty (30) days after notification from MUST of the amount.



1. **MUST may cancel the GROUP's participation before the end of the term only upon one (1) or more of the following conditions:**
 - i. **If the GROUP fails to pay premium contributions as required;**
 - ii. **If GROUP either fails to submit or submits premium contributions late as set forth hereunder;**
 - iii. **If GROUP experiences inadequate employee participation;**
 - iv. **If MUST ceases operations;**
 - v. **If the GROUP fails to provide accurate and complete information to enable MUST to comply with federal and state laws;**
 - vi. **If the GROUP falsifies or misrepresents any health or loss experience information relied upon by MUST to establish premium rates;**
 - vii. **If the GROUP breaches the terms of its participation with MUST; and/or**
 - viii. **If GROUP provides sixty (60) days advanced notice (subject to potential expenses under paragraph 4).**
2. **The GROUP acknowledges its responsibility to ensure all information supplied to MUST is accurate and complete. MUST and its trustees, representatives, or administrators assume no responsibility for the accuracy of any information supplied by the GROUP or its employees.**
3. **The GROUP acknowledges that all information furnished to MUST for purposes of participation in MUST shall become the property of MUST to be used for MUST operations. Neither the GROUP nor any third party can require MUST to disclose any of such information for other purposes unless specifically mandated by law. This provision survives the termination of the GROUP's participation in MUST.**
4. **The GROUP understands that premium payment is due on the 10th calendar day of each month of coverage. If the GROUP submits premium contributions late, MUST will provide notice upon the first instance of such occurrence and, in its sole discretion, may impose reasonable penalties. If, after the first instance of such occurrence and notice by MUST, the GROUP continues to make late contributions for subsequent months of coverage, MUST may, in its sole discretion, impose additional and successive penalties, up to and including cancellation of this Affiliation Agreement.**
5. **Any failure of MUST to enforce a provision of this Affiliation Agreement shall not constitute a waiver of such provision or prejudice the right of MUST to enforce such provision at any subsequent time.**



Beginning Date of Coverage: July 1, 2022

GROUP: CULBERTSON SCHOOL DISTRICT

Signed: _____ <i>Board of Trustees Chairperson/ Authorized District Official</i>	Attest: _____ <i>Business Official or District Clerk</i>
_____ <i>Print Name</i>	_____ <i>Print Name</i>
Date: _____, 20__	Date: _____, 20__

MUST:

Signed: _____ <i>Andrew W. Holmlund, MSSF CEO</i>	Date: _____, 20__
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**CULBERTSON PUBLIC SCHOOLS
DISTRICTS 17 J/R/C
BOARD AGENDA FACT SHEET**

MEETING DATE: 4-19-2022

AGENDA ITEM #: 27

AGENDA TITLE: School Van Use Request

SUMMARY:

Attached please find a request to rent/use the school van by Explore America.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Colvin					
Anderson					
Bergum					
Walker					

April 8, 2022

Dear Board of Trustees,

Explore America would like permission to rent a school van to transport students to and from Billings, MT for our Explore America trip. We would drive to Billings on June 5, 2022 and return to Culbertson on June 12, 2022. The van will be parked in the long term parking lot at the airport while we are on our trip. Explore America will pay for the gas. Theresa McDonald and Tiffany Nielsen will be the drivers for the van.

If you have any questions, please let us know.

Thank you for your consideration,
Theresa McDonald and Tiffany Nielsen
Explore America Advisors

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

MEETING DATE: 4-19-2022

AGENDA ITEM #: 28

AGENDA TITLE: 2022-2023 Inquest Canine Detection Services Contract

SUMMARY:

Attached please find a copy of the contract. The price of \$400 per visit is up \$25 from previous years. This is due to the price of fuel. Mike and I recommend renewing the contract for three (3) half-day visits, the same as the District has done in previous years.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Colvin					
Anderson					
Bergum					
Walker					

National Headquarters
Houston Texas 77070
1-800-481-7768
21900 Tomball Parkway

Montana Interquest Detection Canines
Keith Chambers
P.O. box 296
Stevensville MT 59870

INTERQUEST DETECTION CANINES

CULBERTSON PUBLIC SCHOOLS

This shall serve as an agreement by and between INTERQUEST DETECTION CANINES and the DISTRICT for substance awareness and detection services for the period of August 2022 through **July 2023**.

It is understood that the DISTRICT has established and communicated a policy clearly defining contraband as all drugs of abuse (in the broadest terms), alcoholic beverages, firearms and ammunition, prescription and over-the-counter medication and that this policy has been disseminated to all campus locations. Violations are considered inimical to the welfare of students/ employees and contrary to the DISTRICT'S desire to foster an atmosphere conducive to safety education. It is also recommended that the DISTRICT publicly state that it has a service agreement with Interquest Detection Canines to provide random contraband inspections on its campus.

INTERQUEST shall provide contraband inspection service utilizing non-aggressive contraband detection canines. Such inspections may be conducted on an unannounced basis under the auspices and direction of the DISTRICT administration with INTERQUEST acting as an agent of the DISTRICT conducting such inspections. Communal areas, lockers, gym areas, class rooms, parking lots (vehicles), grounds and other selected areas as directed by the DISTRICT officials, shall be subject to inspection. Contraband detected on DISTRICT property is the responsibility of the DISTRICT. Suspected drugs of abuse may be field-tested to provide presumptive identification of the drug.

INTERQUEST agrees to provide # 3 half-days /*full-days visits during the contract period. The service rate is \$400.00 per half-day (2.5 hrs + paper work time) – or \$700.00 per full-day (5 hrs + paper work time) inspection during the contract period. The DISTRICT may increase the total number of visits by notifying INTERQUEST in writing. Multiple canine teams will be charged on a per team basis.

INTERQUEST will invoice for service to the DISTRICT'S business office during or end of the service month. The DISTRICT agrees to pay for services within thirty (30) days of receipt of such invoice.

INTERQUEST will schedule DISTRICT visits in conjunction with days designated by the DISTRICT as appropriate for visits. The DISTRICT will provide a school calendar indicating dates that are inappropriate for service noted. This calendar will serve as an addendum to the Agreement. All other dates will be considered acceptable for visits.

INTERQUEST is licensed and registered by the U.S. Department of Justice, Drug Enforcement Administration, and regional regulatory agencies as required.

MONTANA INTERQUEST
DETECTION CANINES

FOR THE SCHOOL:

(Administrator Signature)

Date _____

Keith Chambers
Franchise owner
(406) 544-1767

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

MEETING DATE: 4-19-2022

AGENDA ITEM #: 29

AGENDA TITLE: 2020-2021 Audit Report

SUMMARY:

We are hoping the Auditor will send us a report before the meeting on Tuesday. As of today, we have not received it.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Colvin					
Anderson					
Bergum					
Walker					

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

MEETING DATE: 4-19-2022

AGENDA ITEM #: 30

AGENDA TITLE: District Clerk Evaluation

SUMMARY:

I believe that Lora will request that her evaluation be conducted in Executive Session with the Board. Attached is a copy of the District Clerk Evaluation Instrument.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Colvin					
Anderson					
Bergum					
Walker					

Culbertson Public School District 17 J/R/C District Clerk Evaluation

District Clerk:

Date:

Performance Responsibilities:	Satisfactory	Unsatisfactory	Not Observed	Comments or Suggestions
1. Attend all Board meetings.				
2. Keep accurate and full minutes of the meetings of the Board.				
3. Send a copy of minutes to each member of the Board at least one week prior to the next regular meeting of the Board.				
4. Prepare, together with the superintendent, an agenda setting forth all known items of business to be considered at the meeting and deliver the agenda to each member of the Board at least one week prior to the meeting.				
5. Publish all legal notices concerning the district's business.				
6. Act as custodian of all federal, state, and local monies belonging to the district.				
7. Receive all federal, state, and local monies belonging to the district.				
8. Deposit monies received in banks or treasuries designated by the Board.				

Performance Responsibilities:					Comments or Suggestions
		Satisfactory	Unsatisfactory	Not Observed	
9. Become bonded in such sum as shall be required before entering on the duties of the office and notarize as requested.					
10. Pay out district monies on written order of designated officials of the Board.					
11. Give detailed accounts of monies received and distributed at least once a month prior to the regular meeting of the Board and such other times as the Board may request.					
12. Render a full annual report at the end of each fiscal year for each school budget.					
13. Work in conjunction with the Board designated audit firm to satisfy all state audit requirements.					
14. Maintain employee records as they pertain to items such as contracts, insurance, leave, time sheets, and voluntary payroll deduction.					
15. Direct District investments monthly to the County Treasurer detailed by fund.					
16. Maintain federal, state, and local grants and scholarships with fiscal year end reports.					
17. Maintain fixed assets as reported to OPI and inventory records for the District.					

Performance Responsibilities:	Satisfactory	Unsatisfactory	Not Observed	Comments or Suggestions
18. Maintain all bus driver certifications and contracts.				
19. Perform such other tasks as may from time to time be assigned.				

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.