

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

NOTICE OF REGULAR SCHOOL BOARD MEETING

Tuesday–May 17, 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.

NEW BUSINESS

05. Action, Validation of Election Ballots.

Trustee - Three Year Term:

Shadd Cullinan	82
Ian Walker	122
Spoiled Ballots	6

06. Action, Swear in Elected Board Member

07. Action, Reorganization of School Board

Chair: _____

Vice-Chair: _____

* 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.

NEW BUSINESS (Continued)

- 08. Action, Appoint District Clerk

MINUTES OF PREVIOUS MEETINGS

- 09. Action, approve minutes from the following meeting(s)
 - a. April 19, 2022 (Policy Committee Meeting)
 - b. April 19, 2022 (Regular Board Meeting)
 - c. May 2, 2022 (Special Board Meeting)

FINANCE REPORT

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

REPORTS

- 11. Information, Student Representative Report
- 12. Information, Teacher Report
- 13. Information, Activities Director Report
- 14. Information, Technology Systems Administrator Report
- 15. Information, Principal Report
- 16. Information, District Clerk Report
- 17. Information, Superintendent Report

UNFINISHED BUSINESS

- 18. Action, Board Policies – 2nd Reading

NEW BUSINESS (Continued)

- 19. Action, Resignation(s)
- 20. Action, 2022-2023 Certified Staff Contract(s)
- 21. Action, 2022-2023 Classified Staff Contract(s)
- 22. Action, 2022-2023 Extra-Curricular Contract(s)
- 23. Action, 2022-2023 JH/HS Class Schedule
- 24. Action, 2022-2023 PIR Day Plan
- 25. Action, 2022-2023 Technology Budget
- 26. Action, 2022-2025 Technology Plan
- 27. Action, Staff Request
- 28. Action, 2022-2023 Roose-Valley SPED Cooperative Interlocal Agreement
- 29. Action, 2022-2023 Montana High School Association Activities

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Mission

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NEW BUSINESS (Continued)

- 30. Action, School Vehicle Rental Charge
- 31. Action, 2022-2023 Missoula Children's Theatre Contract
- 32. Action, Student Attendance Agreements - Lambert
- 33. Action, Student Activities Account Closure – Class of 2021
- 34. Action, Budget Amendment Proclamation
- 35. Action, 2022-2023 Classified Staff Wage Adjustment
- 36. Action, Unanticipated Non-Levy Revenue Expenditures
- 37. Action, Board Policies – 1st Reading
- 38. Action, Summer Weight Room Dates/Times
- 39. Action, Summer Custodian Roster
- 40. Action, 2020-2021 Audit Report
- 41. Action, 2022-2023 School Board Committee Assignments

PUBLIC COMMENT FOR NON-AGENDA ITEMS

- 42.

REPORTS (Continued)

- 43. Information, Trustees Reports/Requests.

DATE/TIME FOR NEXT MEETING

- 44. Date: Tuesday, June 21st Time: 6:30 p.m.
Potential Conflicts: none
Suggested Changes: none

ADJOURNMENT

- 45. Time of adjournment: _____

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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.

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

MEETING DATE: 5-17-2022

AGENDA ITEM #: 5

AGENDA TITLE: Validation of Election Ballots

SUMMARY: A motion will be necessary to accept the election results.

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: 5-17-2022

AGENDA ITEM #: 6

AGENDA TITLE: Swear in Elected Board Member

SUMMARY: Lora will officially swear in Ian Walker.

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: 5-17-2022

AGENDA ITEM #: 7

AGENDA TITLE: Reorganization of School Board

SUMMARY: A motion will be necessary to select a Chair for a one year period.
A motion will also be necessary to select a Vice-Chair for a one year period.

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: 5-17-2022

AGENDA ITEM #: 8

AGENDA TITLE: Appoint District Clerk

SUMMARY: A motion will be necessary to appoint a District Clerk for a one year period.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Colvin					
Anderson					
Bergum					
Walker					

SCHOOL BOARD MINUTES
POLICY MEETING
April 19, 2022
Tuesday – 6:00 p.m.

The Policy Committee met on April 19, 2022 at 6:01 p.m. Trustees present were: Eric Bergum, Mark Colvin, and Ian Walker. Representatives were: Larry Crowder, Lora Finnicum.

Visitors were recognized. Notice for public comment given. Proposed increases to extra-curricular stipends were presented. Committee discussed whether penalties should be assessed if coach misses practices, games, or clinics. New contracts list season start and end dates. Mr. Crowder was requested to contact MtSBA if coaches are covered during the off-season and open coaching times. Chair adjourned meeting at 6:24 p.m.

Chairman of the Board



Clerk

SCHOOL BOARD MINUTES
REGULAR MEETING
April 19, 2022
Tuesday – 6:30 p.m.

The Board met in regular session on Tuesday, April 19, 2022, at 6:30 p.m. Trustees present were: Paul Finnicum, 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. Ian Walker seconded the motion. Motion carries unanimously. Notice of public comment was given.

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

Ian Walker made motion to pay the April bills, approve investments, note cash and extra-curricular balances. Mark Colvin seconded the motion. Motion carries unanimously. Payroll warrants #1291 to #1330 and claims warrants #10446 to #10493 were written.

Reports were presented. JH Academic Olympic team participated in Glasgow on April 6th and received 2nd place overall with numerous individual placements. Board expressed appreciation to staff for helping in student's success. Tech Committee to be scheduled prior to the regular May board meeting. Ag Days scheduled for April 20th for grades K-6.

Staffing and classroom plan was presented for 2022-23. Board conceded for double classrooms in grades K-5 and for the 6th grade to move to JH setting music. Sixth grade lockers would remain in elementary wing. Ian Walker made motion to approve moving Gustafson to Room 212 in the high school wing and Seitz to Room 107 in the elementary wing. Eric Bergum seconded motion. Facility Committee will be scheduled to discuss additional room plans.

Mark Colvin made motion to approve the resignation of Rachel Glavin. Eric Bergum seconded motion. Motion carries unanimously.

Eric Bergum made motion to hire Jimie Lou Morris for 2022-23. Ian Walker seconded motion. Motion carries unanimously. Mark Colvin made motion to approve the following teacher assignments for 2022-23: Bushlen, Harvey for Kindergarten; Nickoloff, Brock for 1st Grade; Young, Knapp for 2nd Grade; McDonald for 3rd Grade; Wilson, Hartsock for 4th Grade; Iverson, Vandall for 5th Grade; Morris for K-6 Title I; Welch for K-12 Art; Forbregd for K-12 Counselor; C.Olson for K-12 Library; Taberna, Pfeifer for K-12 Music; B.Nielsen for K-12 PE; Ator for K-12 Special Education; T.Nielsen for JH Science; Seitz for JH Math; Berwick for JH English; Pederson for JH Social Studies; Gustafson for 7-12 Title I; Owan for 7-12 Business; Solem for HS Social Studies; Schledewitz for HS Science; Salvevold for HS English; and Mogga for HS Math. Ian Walker seconded motion. Motion carries unanimously.

No additional applicants for golf head coach position were received.

Mark Colvin made motion to hire Tessa Rumsey for HS Volleyball Assistant Coach, Mark Pederson for HS Football Assistant Coach, Sabrina Labatte for HS Girls' Basketball Assistant

SCHOOL BOARD MINUTES

REGULAR MEETING

April 19, 2022

Tuesday – 6:30 p.m.

Coach, Dallas Reiland and Chris Olson for HS Boys' Basketball Assistant Coaches, and Dallas Reiland for JH Football Head Coach. Eric Bergum seconded motion. The need for an additional coach for HS Boys' Basketball Assistant Coach will be pending numbers. Motion carries unanimously.

Eric Bergum made motion to hire summer adult custodians of Amanda Bushlen and Russell Pfeifer, and student custodians of Carson Solem, Macy Lambert, Caden Summers, Kyle Summers, Perla Berciaga, Payton Johns, Peyton Buck Elk, and Will Salvevold. Mark Colvin seconded motion. For motion: Bergum, Colvin. Recusal: Walker. Motion carries.

Eric Bergum made motion to hire Wendy Nickoloff and Theresa McDonald for summer computer cleaning at \$17/computer. Ian Walker seconded motion. Motion carries unanimously.

Ian Walker made motion to hire Daniel Barstad as Guest Teacher, pending background check. Mark Colvin seconded motion. Motion carries unanimously.

No show for the key card reinstatement request.

Eric Bergum made motion to post presented policies for first reading. Ian Walker seconded motion. Motion carries unanimously.

Board reviewed request for a National Honor Society Student Activity Account. NHS will be hosting post-prom activities. Monies could be handled similarly to post-grad. Ian Walker made motion to approve NHS use of the school tax ID number for use in opening bank account, with Rhonda Seitz as advisor. Eric Bergum seconded motion. Motion carries unanimously.

Board received sick leave bank request. All forms of leave have not been exhausted as per policy. No action at this time.

Eric Bergum made motion to renew the MUST Affiliation and Participation Agreement for 2022-23. Mark Colvin seconded motion. Motion carries unanimously.

Eric Bergum made motion to rent/use the school van for Explore America. Mark Colvin seconded motion. Fees to be determined. Motion carries unanimously.

Mark Colvin made motion to renew the Interquest Canine Detection Services Contract for 2022-23 for 3 half-day visits at \$400/visit. Ian Walker seconded motion. Motion carries unanimously.

No audit report at this time.

Notice for public comment for non-agenda items was given. Missoula Children's Theatre concluded with 37 student participants. Request to make repairs to the Old Armory stage over the summer.

SCHOOL BOARD MINUTES
REGULAR MEETING
April 19, 2022
Tuesday – 6:30 p.m.

Chair recessed meeting to executive session at 7:07 p.m. for District Clerk evaluation and reconvened at 7:16 p.m. Next regular board meeting scheduled for May 17, 2022. Meeting adjourned at 7:16 p.m.

Chairman of the Board



Clerk

SCHOOL BOARD MINUTES
SPECIAL MEETING
May 2, 2022
Monday – 7:00 a.m.


The Board met in special session on Monday, May 2, 2022, at 7:00 a.m. Trustees present were: Chair Paul Finnicum, Eric Bergum, and Mark Colvin. Representatives were: Larry Crowder and Lora Finnicum.

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

Eric Bergum made motion to approve a \$500 per permanent employee appreciation stipend. Mark Colvin seconded motion. Motion carries unanimously.

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

Chairman of the Board


Clerk

CULBERTSON SCHOOL DISTRICT CASH FLOW REPORT
for the month of APRIL 30, 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	(1,499.92)	135,884.04	260,020.00	199,035.00	136,161.88	59,207.24	59,657.24	(450.00)
TRANSF	875.06	10,462.74	85,059.00	63,704.00	25,199.38	7,493.42	7,493.42	-
RETIRE	(15.92)	19,404.74	156,777.00	140,640.00	16,120.93	19,404.89	19,404.89	-
MISC	(16,232.77)	33,392.00	-	-	56,203.15	(39,043.92)	(39,043.92)	0.00
Misc	5,385.57		-		-	5,385.57		
Title	(9,494.94)	9,497.00			9,412.46	(9,410.40)		
ESSER II	(5,781.80)	13,115.00			7,812.33	(479.13)		
ESSER III	(16,326.59)	10,780.00			34,843.65	(40,390.24)		
Ind Ed	0.09				2,558.57	(2,558.48)		
JMG	-					-		
SRS	0.77				1,360.38	(1,359.61)		
JOM	9,984.13				215.76	9,768.37		
AD ED	34.52	21.02	9,346.00	9,132.00	249.52	20.02	20.02	0.00
COMPA	1.09	0.99	7,830.00	7,831.00	0.08	1.00	1.00	0.00
IMPACT	1,887.95	47,175.08	656.00	49,254.00	464.55	0.48	270.48	(270.00)
TECH	0.79		5.00	5.00		0.79	0.79	0.00
FLEX	-		-			-	-	-
PR	9,232.68	275,733.31	-		278,665.96	6,300.03	6,300.03	0.00
CL	2,781.13	126,935.17	-		127,410.65	2,305.65	2,305.65	(0.00)
ELEM	(2,935.39)	649,009.09	519,693.00	469,601.00	640,476.10	55,689.60	56,409.60	(720.00)
GENERAL	2,253.80	92,539.37	76,744.00	45,938.00	81,284.25	44,314.92	45,302.42	(987.50)
TRANSF	667.74	5,371.42	18,228.00	763.00	18,132.16	5,372.00	5,372.00	0.00
LUNCH	9,840.80	23,402.50	-	-	20,586.98	12,656.32	12,806.32	(150.00)
RETIRE	244.74	13,798.54	122,789.00	110,765.00	12,268.72	13,798.56	13,798.56	(0.00)
MISC	6,934.93	177.50	-	-	1,950.13	5,162.30	5,168.30	(6.00)
Misc	874.80	4.50	-			879.30		
ESSER	-					-		
AG	4,283.00					4,283.00		
BUS	-					-		
JMG	1,950.13				1,950.13	-		
Perkins	(173.00)	173.00				0.00		
AD ED	36.55	19.96	10,211.00	10,067.00	180.02	20.49	20.49	0.00
DR ED	0.83	0.72	5,702.00	5,702.00		1.55	1.55	(0.00)
COMPA	1.58	1.05	8,239.00	8,240.00		1.63	1.63	(0.00)
IMPAC	0.59	16,702.00	6.00	16,708.00	-	0.59	150.59	(150.00)
TECH	0.89		-			0.89	0.89	0.00
FLEX	0.84		2.00	2.00		0.84	0.84	-
ENDOW	20,089.90	26.30	206,970.00	216,903.00		10,183.20	10,183.20	(0.00)
HS	40,073.19	152,039.36	448,891.00	415,088.00	134,402.26	91,513.29	92,806.79	(1,293.50)
TOTAL	37,137.80	801,048.45	968,584.00	884,689.00	774,878.36	147,202.89	149,216.39	(2,013.50)

*treasurer deposited to wrong school, \$2,013.50 will be reversed in May

CULBERTSON SCHOOL DISTRICT
Cash Equivalent Accounts Summary
April 30, 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	\$ 1,596.85	\$ 453.00	\$ 796.40	\$ 1,253.45
First Community Bank Savings Account No. 5000521	\$ 0.89	\$ -	\$ -	\$ 0.89
First Community Bank Pcard Account No. 4205644	\$ 1,007.70	\$ 16,599.26	\$ 16,383.16	\$ 1,223.80
Synovus AFLAC Cafeteria Plan Account No. 000-329-492-7	\$ 14,809.24	\$ 1,683.34	\$ 2,552.64	\$ 13,939.94
Cash Equivalent Total	\$ 17,414.68	\$ 18,735.60	\$ 19,732.20	\$ 16,418.08
	Fund 101 Balance: \$ 8,209.04		Fund 201 Balance: \$ 8,209.04	
	102 Debit (Credit) \$ (498.30)		970 Credit (Debit) \$ (498.30)	

General Funds 101 & 201 - Asset 103:

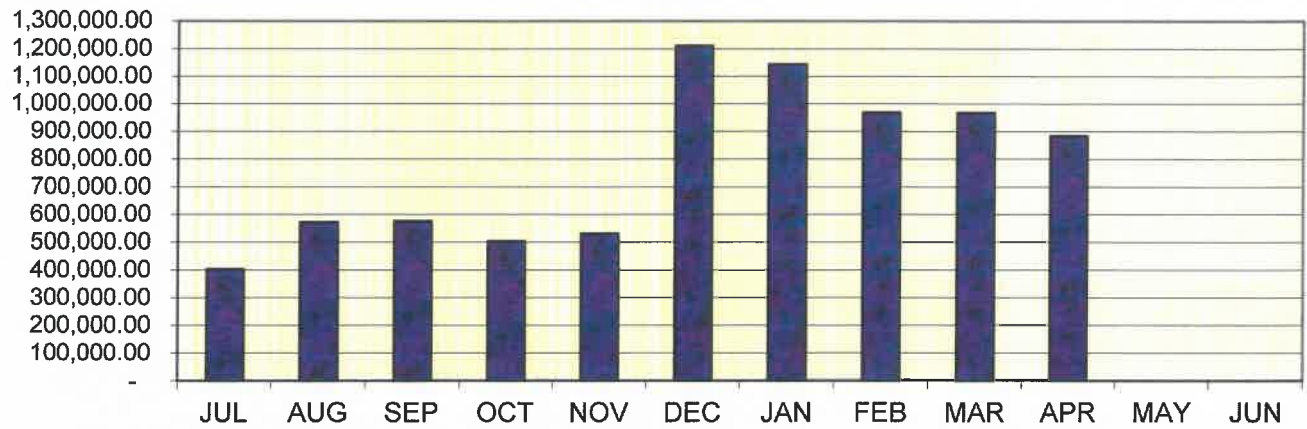
First Community Bank Petty Cash Account No. 332364	\$ 300.00	\$ -	\$ -	\$ 300.00
Cash Equivalent Total	\$ 300.00	\$ -	\$ -	\$ 300.00
	Fund 101 Balance: \$ 150.00		Fund 201 Balance: \$ 150.00	
	103 Debit (Credit) \$ -		970 Credit (Debit) \$ -	

Activities Fund 284 - Asset 102:

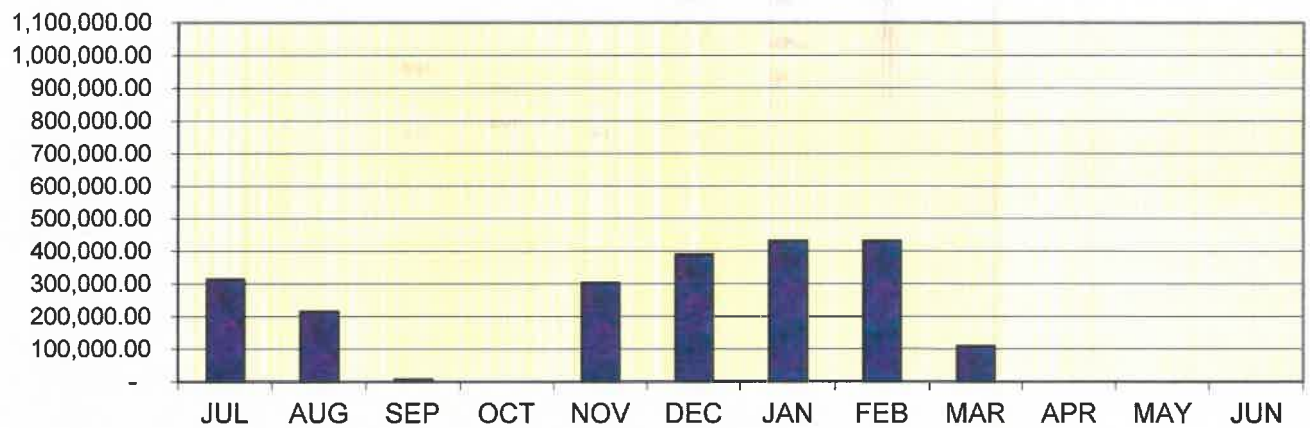
First Community Bank Activities Account No. 332356	\$ 98,029.71	\$ 22,375.76	\$ 22,575.97	\$ 97,829.50
Cash Equivalent Total	\$ 98,029.71	\$ 22,375.76	\$ 22,575.97	\$ 97,829.50
	102 Debit (Credit) \$ (200.21)		970 Credit (Debit)	

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
2021-2020												
101 General	-	27,311.00	45,893.00	-	38,712.00	307,837.00	261,013.00	288,402.00	260,020.00	199,035.00		
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	63,704.00		
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	140,640.00		
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	9,132.00		
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	7,831.00		
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	49,254.00		
128 Technology	2.00	972.00	972.00	780.00	742.00	635.00	160.00	160.00	5.00	5.00		
129 Flex	-	-	-	-	-	-	-	-	-	-		
201 General	-	-	-	-	-	144,540.00	116,002.00	109,826.00	76,744.00	45,938.00		
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	763.00		
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	110,765.00		
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	10,067.00		
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	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	8,240.00		
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	16,708.00		
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	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	216,903.00		
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	884,689.00	-	-
2021-2020												
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	-	-	-
2021-2020												
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

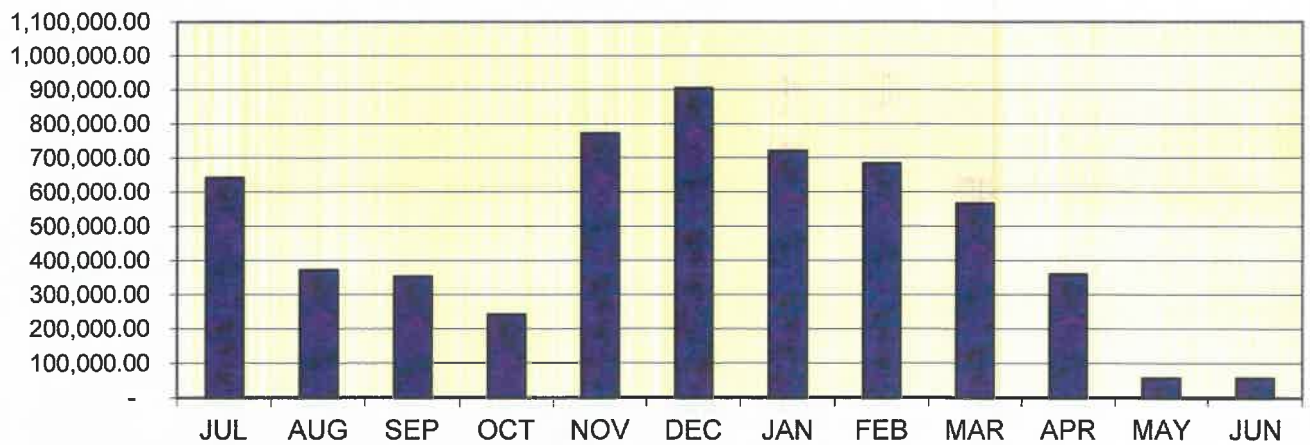
2021-22 INVESTMENTS



2020-21 INVESTMENTS



2019-20 INVESTMENTS



Culbertson Public School

Totals Report for April 2022
2021-2022

05/10/2022
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Checking
Savings
Investments

Account	Beginning +	Receipts -	Expenditures +	Transfers =	Ending
-----	-----	-----	-----	-----	-----
1 - ANNUAL	2,836.56	384.00	0.00	0.00	3,220.56
2 - ATHLETICS	8,987.87	2,138.80	2,019.51	0.00	9,107.16
3 - JUNIOR CLASS 2023	7,746.79	1,385.00	1,789.86	0.00	7,341.93
4 - SOPHOMORE CLASS 2024	2,407.76	0.00	0.00	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	464.96	0.00	0.00	0.00	464.96
9 - FFA	6,897.28	0.00	2,132.10	0.00	4,765.18
10 - BAND/CHOIR	4,038.05	0.00	47.00	0.00	3,991.05
11 - STUDENT COUNCIL	6,147.36	0.00	126.30	0.00	6,021.06
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	150.00	958.75	0.00	2,703.12
15 - PLAY	2,601.51	1,366.00	1,049.45	0.00	2,918.06
16 - JMG	6,094.01	925.00	1,707.66	0.00	5,311.35
17 - BPA	3,399.27	7,549.96	5,554.78	0.00	5,394.45
18 - EXPLORE AMERICA	25,566.05	8,477.00	6,793.56	0.00	27,249.49
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
-----	-----	-----	-----	-----	-----
	96,402.41 +	22,375.76 -	22,178.97 +	0.00 =	96,599.20



May, 2022

Culbertson Board of Trustees,

The spring athletic season is coming to a close. Elementary and Junior high track ended their seasons on May 13 at the district meet in Fairview. The high school track team competed at the district meet on May 10 in Lambert. The divisional track meet will be held May 19 in Sidney and state track meet will take place in Great Falls on May 27-28. The end of year academic/athletic banquet is set for May 23.

Sincerely,

David Solem

Culbertson School Sports Schedules

Basketball 2022-2023

<u>Date</u>	<u>Opponent</u>	<u>Location</u>	<u>Time</u>	<u>Teams</u>
Fri. Dec 2	Brockton	Brockton	6:00 pm	Varsity only
Sat. Dec 3	Plentywood	Plentywood	1:00 pm	JV-V
Fri. Dec 9	Bainville	Culbertson	3:00 pm	JV-V
Sat. Dec 10	Richey/Lambert	Culbertson	1:00 pm	JV-V
Fri. Dec 16	Fairview	Fairview	3:00 pm	JV-V
Sat. Dec 17	Lustre	Culbertson	2:30 pm	JV-V
Tues. Dec 20	Froid/Lake	Culbertson	3:00 pm	JV-V
*Fri. Jan 6	Brockton	Culbertson	6:00 pm	Varsity only
*Sat. Jan 7	Plentywood	Culbertson	1:00 pm	JV-V
*Fri. Jan 13	Bainville	Bainville	3:00 pm	JV-V
Sat. Jan 14	Savage	Savage	1:00 pm	JV-V
*Fri. Jan 20	Mondak	Wesby/Grenora?	3:00 pm	JV-V
Sat. Jan 21	Lustre	Lustre	3:00 pm	JV-V
*Fri. Jan 27	Circle	Culbertson	3:00 pm	JV-V
*Sat. Jan 28	Fairview	Culbertson	1:00 pm	JV-V
Fri. Feb 3	Open			
*Sat. Feb 4	Richey/Lambert	Richey/Lambert?	1:00 pm	JV-V
*Fri. Feb 10	Froid/Lake	Froid/Lake?	3:00 pm	JV-V
*Sat. Feb 11	Savage	Culbertson	1:00 pm	JV-V Senior Recognition

*Conference game for Tournament Seeding

Feb 13-20	District 2-C Tourney	Sidney
March 1-4	Eastern Divisional	Wolf Point
March 8-11	Boys and Girls C State	Billings

Updated May 11, 2022

Mr. Olson
Technology Report
School Board Meeting
May 17, 2022

Northstar is still working on Wifi drop issue.

Technology requests for the 2022-2023 school year are complete.

The Tech Plan has been updated and is ready.

School House IT will be here at the end of June to replace the internet cabling in the Junior High and High School. This is part of our E-rate project.

Mr. Olson
Principal Report
School Board Meeting
May 17, 2022

HS State Music festival was held on May 6-7 in Billings. 12 students that will performed.

MontCAS Testing is complete.

HS Prom was be held on April 23rd at the Old Armory.

Staff Appreciation was May 2-6. It was well received by all staff members.

School cleanup day was on May 13th.

Graduation will be May 21st at 12pm

I am now president of the MASSP Region IV Principals group.

As of 5-11-22

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	24	17	23	25	19	23	13	20	31	18	15	25	21	274

Enrolled	8	4	6	8	5	2	4	2	4	1	2	1	3	50
Transferred	4	3	6	5	5	2	2	2	2	0	4	1	3	39
Total In/Out	12	7	12	13	10	4	6	4	6	1	6	2	6	89

Ended the 2020-2021 year with 274

Culbertson School Board Meeting

Superintendent's Report

May 17, 2022

A. Events that I plan to attend for May and June.

May 2 nd	Culbertson School Board Special Meeting Culbertson FFA Chapter Banquet
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 14 th	Culbertson Town Cleanup Day
May 15 th	Culbertson High School Baccalaureate Ceremony
May 17 th	Culbertson School Board Meeting
May 18 th	Culbertson High School Junior/Senior Banquet
May 19 th	Eastern C Division Track Meet @ Glasgow
May 21 st	Culbertson High School Graduation
May 23 rd	District 2C Meeting @ Culbertson Culbertson High School Academic/Athletic Banquet
May 24 th	Culbertson Fire Department Training
May 26 th	Culbertson Lions Club Meeting
June 13 th	Culbertson Town Council Meeting
June 14 th	Culbertson Fire Department Meeting
June 21 st	Culbertson School Board Meeting
June 26 th	MREA Summer Meeting @ Helena
June 27 th	MREA Summer Meeting @ Helena
June 28 th	Culbertson Fire Department Training

B. Other items for your review and consideration:

1. The 2022-2023 District 2C Master Basketball Master Schedule is done and has been released to the schools.
2. The Title VI Part II application was completed on May 9th. The deadline for application is May 13th. These monies are used to fund the JOM position each year.
3. Mike and I have been working with the PIR Day Committee (Amanda, Tiffany, Phyllis, and Courtney) to prepare the PIR Day Inservice Training for the staff that will be held on August 15th and 16th. My thanks to these individuals for their time and effort in preparing the draft PIR Day agenda/program that the Board will be able to review and consider at the May Board meeting.
4. The last couple of really windy and rainy days have revealed some leaks in our new elementary addition. We are looking into the leaks in an effort to get them repaired quickly.

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 June Board meeting agenda:
 - Upcoming Extra-Curricular Contracts for 2022-2023
 - Any Remaining Teaching Contracts and Assignments
 - Any Remaining Classified Staff Contracts for 2022-2023
 - Budget Amendment Resolution
 - Board Membership Renewals (MREA, MTSBA, MSGIA, MQEC, etc.)
 - Impact Aid Policy Review
 - Student Handbook Changes for 2022-2023
 - Graduation Date/Time for 2022-2023

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: 5-17-2022

AGENDA ITEM #: 18

AGENDA TITLE: Board Policies – 2nd Reading

SUMMARY: Attached please find a copy of the policies that were approved for posting at the April Board meeting.

The Board has the choice to:

1. Adopt the policies as posted,
2. Edit and adopt the policies, or
3. Table the matter for another meeting to provide more time to consider the policies.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Colvin					
Anderson					
Bergum					
Walker					

Policy Numer	Policy Name	Change Description
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	new language <u>underlined</u>
5450F	Employee use of Electronic Mail.....etc.....Form	totally new procedure
7265	Use of Enhanced Tax Credit Receipts	total new form
8300	Risk Management	total new policy
8502	Construction and Repairs	new language <u>underlined</u>

5145

Extra-curricular stipends

See ~~strike-out~~ language and new language underlined

1 **Culbertson School District**

3 **THE BOARD OF TRUSTEES**

1520

5 Board/Staff Communications

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.

11 Staff Communications to the Board

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.

22 Board Communications to Staff

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.

28 Visits to Schools

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.

36 Social Interaction

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.

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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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)
	34 CFR 300.502	<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	High School Graduation Requirements
	<u>3121</u>	<u>Enrollment and Attendance</u>

Legal Reference:	§ 20-7-116, MCA	Supervised correspondence study
	ARM 10.55.906	High School Credit
	<u>§ 20-9-311, MCA</u>	<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 programing 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

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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:

4
5
6 Student Enrollment, Exceptional Circumstances Meriting Waiver of Age Requirements for
7 Pupils
8

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

17 The administration shall include children enrolled pursuant to this policy in the district's
18 calculation of average number belonging (ANB) as reported to OPI.
19

20 The Board of Trustees declares the following to be qualifying "exceptional circumstances"
21 within the meaning of that term as used in 20-5-101(3), that merit waiving the age provisions of
22 20-5-101(1), MCA for qualifying children under 6 years of age. These qualifying exceptional
23 circumstances are based on the educationally relevant factors to establish a basic system of free quality
24 public elementary and secondary school specified in Section 20-9-309, MCA and as required by Article
25 X, section 1, of the Montana Constitution:
26

- 27
- 28 1. A child at least 3 years of age with a disability qualifying the child for services under the
29 federal Individuals with Disabilities Education Act.
 - 30 2. A child who is 4 years of age or older on or before September 10 of the school year in
31 which enrollment is to occur who:
 - 32 a. Meets the income eligibility guidelines for free or reduced price meals under the
33 National School Lunch Program;
 - 34 b. Is Limited English Proficient within the meaning of Title III of the federal
35 Elementary and Secondary Education Act;
 - 36 c. Is Gifted and Talented within the meaning of that term as used in 20-7-901,
37 MCA;
 - 38 d. Is an enrolled member of a federally recognized American Indian Tribe;
 - 39 e. Is homeless as defined in 42 U.S. Code § 11302, or, as determined by the
40 administration, exhibits other characteristics or lives in circumstances that are
41 uncommon, unusual, atypical, rare or otherwise distinguished from ordinary or
42 typical which place the child at risk of failing to achieve at adequate levels.
 - 43 f. Is an at-risk student as defined in Section 20-1-101(4), MCA.
44

45 Legal Reference:

46 § 20-4-101, MCA	Definitions
47 § 20-5-101, MCA	Admittance of child to school

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

Article X, section 1, of the Montana constitution

Individual with Disabilities Act Federal Rehabilitation Act of 1973

3100

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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:

Culbertson School District

STUDENTS

3121

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Enrollment and Attendance Records

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

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

- A resident of the district or a nonresident student admitted by trustees under a student attendance agreement and who is attending a school of the district;
- Unable to attend school due to a medical reason certified by a medical doctor and receiving individualized educational services supervised by the district, at district expense, at a home or facility that does not offer an educational program;
- Unable to attend school due to the student's incarceration in a facility, other than a youth detention center, and who is receiving individualized educational services supervised by the district, at district expense, at a home or facility that does not offer an educational program;
- Living with a caretaker relative under Section 1-1-215, MCA;
- Receiving special education and related services, other than day treatment, under a placement by the trustees at a private nonsectarian school or private program if the student's services are provided at the district's expense under an approved individual education plan supervised by the district;
- Participating in the Running Start Program at district expense under Section 20-9-706, MCA;
- Receiving education services, provided by the district, using appropriately licensed district staff at a private residential program or private residential facility licensed by the Department of Public Health and Human Services;
- Enrolled in an educational program or course provided at district expense using electronic or offsite delivery methods, including but not limited to tutoring, distance learning programs, online programs, and technology delivered learning programs, while attending a school of the district or any other nonsectarian offsite instructional setting with the approval of the trustees of the district;

- 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

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 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 but not limited to corporal punishment.

Policy History:

Adopted on:

Revised on:

Reviewed on:

STUDENTS

3310

page 1 of 3

Student Discipline

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

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

- Using, possessing, distributing, purchasing, or selling tobacco products, and alternative nicotine and vapor products as defined in 16-11-302, MCA.
- Using, possessing, distributing, purchasing, or selling alcoholic beverages, including powdered alcohol. Students who may be under the influence of alcohol will not be permitted to attend school functions and will be treated as though they had alcohol in their possession.
- Using, possessing, distributing, purchasing, or selling drug paraphernalia, illegal drugs, marijuana, controlled substances, or any substance which is represented to be or looks like a narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcoholic beverage, stimulant, depressant, or intoxicant of any kind, including such substances that contain chemicals which produce the same effect of illegal substances including but not limited to Spice and K2. Students who may be under the influence of such substances will not be permitted to attend school functions and will be treated as though they had drugs in their possession.
- Using, possessing, controlling, or transferring a firearm or other weapon in violation of Policy 3311.
- Using, possessing, controlling, or transferring any object that reasonably could be considered or used as a weapon as referred to in Policy 3311.
- Disobeying directives from staff members or school officials or disobeying rules, 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-

3310
page 3 of 3

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

2
3 **STUDENTS**

4
5 Student Risk Assessments

6
7 The District may establish a risk assessment team for students whose behavior may pose a risk to
8 the safety of school staff or students.

9
10 Each team shall:

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

20
21 All District employees, volunteers, and contractors are required to report any expressed risks or
22 behavior that may represent a risk to the community, school, or self. In cases determined to be
23 appropriate, teams shall follow established procedures for referrals to community services,
24 boards, or health care providers for evaluation or treatment when appropriate.

25
26 Upon a preliminary determination that a student poses a risk of violence or physical harm to self
27 or others, a risk assessment team shall immediately report its determination to the superintendent
28 or designee. The superintendent or designee shall immediately attempt to notify the student's
29 parent or legal guardian. Nothing in this policy shall prevent a District employee from acting
30 immediately to address an imminent risk.

31
32 The superintendent may establish a committee charged with oversight of the risk assessment
33 teams. An existing committee may be designated to assume the oversight responsibility;
34 however, any such team shall include individuals with expertise in human resources, education,
35 school administration, mental health, and law enforcement.

36
37 Regardless of risk assessment activities, disciplinary action and referral to law enforcement are
38 to occur as required by school board policy and Montana law. The District may, in accordance
39 with the provisions in Policy 3600P, release student records or information in connection with an
40 emergency, without parental consent, if the knowledge of such information is necessary to
41 protect the health or safety of the student or other persons.

42
43 Policy History:

44 Adopted on:

45 Revised on:

46 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 DT, Td Tdap	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <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 • 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 • Fever $\geq 40.5^{\circ}\text{C}$ (105°F) within 48 hours after vaccination with previous dose of DTP or DTaP • 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 Montana

Residing in _____

My commission expires _____

1 **Culbertson School District**

2
3 **STUDENTS**

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page 1 of 5

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

page 1 of 2

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

General

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

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

Curriculum

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

Acceptable Uses

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

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

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

Warranties/Indemnification

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

Violations

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

Policy History:

Adopted on:

Reviewed on:

Revised on:

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**

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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

3
4 **PERSONNEL**

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

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

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

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

16
17 Pre-Employment Tests

18
19 Tests shall be conducted before the first time a driver performs any safety-sensitive function for
20 the District. Safety-sensitive functions include all on-duty functions performed from the time a
21 driver begins work or is required to be ready to work, until he/she is relieved from work and all
22 responsibility for performing work. It includes driving; waiting to be dispatched; inspecting and
23 servicing equipment; supervising, performing, or assisting in loading and unloading; repairing or
24 obtaining and waiting for help with a disabled vehicle; performing driver requirements related to
25 accidents; and performing any other work for the District or paid work for any entity.

26
27 The tests shall be required of an applicant only after he/she has been offered the position.

28
29 Exceptions may be made for drivers who have had the alcohol test required by law within the
30 previous six (6) months and participated in the drug testing program required by law within the
31 previous thirty (30) days, provided that the District has been able to make all verifications
32 required by law.

33
34 Post-Accident Tests

35
36 Alcohol and controlled substance tests shall be conducted as soon after an accident as practicable
37 on any driver:

- 38
39 1. Who was performing safety-sensitive functions with respect to the vehicle, if the accident
40 involved loss of human life; or
41 ~~2. Who receives a citation under state or local law, for a moving traffic violation arising~~
42 ~~from the accident.~~
43 2. Who receives a citation within 8 hours of the occurrence under state or local law, for a
44 moving traffic violation arising from the accident if the accident involved:
45 (i) Bodily injury to any person who, as a result of the injury, immediately receives
46 medical treatment away from the scene of the accident; or
47 (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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14

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

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

5314

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 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**

2
3 **PERSONNEL**

5321
page 1 of 2

4
5 Leaves of Absence

6
7 Sick and Bereavement Leave

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

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

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

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

41
42 It is understood that seniority will accumulate while a teacher or employee is utilizing sick leave
43 credits. Seniority will not accumulate, unless an employee is in a paid status. Abuse of sick leave
44 is cause for disciplinary action up to and including termination of employment. 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 § 2-18-601(15), MCA	Equal Employment Opportunities 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**

5450

Page 1 of 2

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

Page 1 of 4

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**

3 **Financial Management**

7265

5 Use of Enhanced Tax Credit Receipts

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

27
28 Policy History:

29 Adopted on:

30 Reviewed on:

31 Revised on:

1 **Culbertson School District**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8300

4
5 Risk Management

6
7 The Board believes that the District must identify and measure risks of loss which may result
8 from damage to or destruction of District property or claims against the District by persons
9 claiming to have been harmed by action or inaction of the District, its officers or staff. The
10 District will implement a risk management program to reduce or eliminate risks where possible
11 and to determine which risks the District can afford to assume. Such program will consider the
12 benefits, if any, of joining with other units of local government for joint purchasing of insurance,
13 joint self-insuring, or joint employment of a risk manager. The Board will assign primary
14 responsibility for administration and supervision of the risk management program to a single
15 person and will review the status of the risk management program each year.

16
17 The District will purchase surety bonds for the Clerk, and such other staff and in such amounts as
18 the Board shall from time to time determine to be necessary for honest performance of the staff
19 in the conduct of the District's financial operations.

20
21 Security

22
23 Security means not only maintenance of buildings, but also protection from fire hazards, intruders,
24 damage, vandalism, and faulty equipment. The District shall implement safe practices in the use of
25 electrical, plumbing, and heating equipment. The Board requires close cooperation with local police, fire,
26 and sheriff departments and with insurance company inspectors.

27
28 Access to school buildings and grounds outside of regular school hours shall be limited to staff
29 completing official duties and authorized individuals or entities requiring access. An adequate key
30 control system shall be established which shall limit access to buildings to authorized staff, individuals,
31 and entities and shall safeguard against the potential entry of unauthorized persons.

32
33 Records and funds shall be kept in a safe place and under lock and key when required.

34
35 Locks and other protective devices designed to be used as safeguards against illegal entry and vandalism
36 shall be installed when appropriate to the individual situation. Employment of security officers may be
37 approved in situations where special risks are involved. All incidents of vandalism, unauthorized access
38 and burglary shall be reported to the Superintendent immediately and to law enforcement agencies as
39 appropriate.

40
41
42
43 Legal Reference: § 20-6-608, MCA Authority and duty of trustees to insure
44 district property
45 § 20-3-331, MCA Purchase of insurance – self-insurance plan
46 §§ 2-9-101, et seq., MCA Liability Exposure
47 § 2-9-211, MCA Political subdivision insurance
48 § 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
9

10
11 Policy History:

12 Adopted on: August 17, 2021

13 Reviewed on:

14 Revised on:
15

Culbertson School District

PERSONNEL

5145

Extra-Curricular Stipends

CROSS COUNTRY*			GIRLS' & BOYS' GOLF*		
HS Head Coach	\$300/week	3,000.00	HS Head Coach	\$300/week	2,000.00
HS Assistant	\$200/week	1,750.00	HS Assistant	\$200/week	1,500.00
Junior High	\$1500	1,000.00	CHEERLEADING*		
Junior High Assistant	\$1050	750.00	HS Winter Season Coach	\$300/week	2,000.00
FOOTBALL*					
HS Head Coach	\$300/week	3,000.00	SPEECH & DRAMA*		
HS Assistant	\$200/week	1,750.00	HS Head Coach	\$300/week	3,000.00
Junior High	\$1500	1,000.00	HS Assistant	\$200/week	1,750.00
Junior High Assistant	\$1050	750.00	BAND & CHOIR*		
VOLLEYBALL*			Band Advisor**	\$2500	2,000.00
HS Head Coach	\$300/week	3,000.00	Choir Advisor**	\$1250	1,000.00
HS Assistant	\$200/week	1,750.00	ADVISORS		
Junior High	\$1500	1,000.00	12 th Grade	600	500.00
Junior High Assistant	\$1050	750.00	11 th Grade	700	600.00
GIRLS' & BOYS' BASKETBALL*			10 th Grade	500	400.00
HS Head Coach	\$300/week	3,000.00	9 th Grade	500	400.00
HS Assistant	\$200/week	1,750.00	8 th Grade	500	400.00
Junior High	\$1500	1,200.00	7 th Grade	500	400.00
Junior High Assistant	\$1050	900.00	HS Student Council	600	500.00
Grade	\$1200	1,000.00	Play - MCT	300	500.00
Grade Assistant	\$840	750.00	Assistant Play (if needed)		300.00
GIRLS' & BOYS' TRACK*			Annual, In-Class		1,500.00
HS Head Coach	\$300/week	3,000.00	Annual, Out-of-Class		2,000.00
HS Assistant	\$200/week	1,750.00	FFA** with Concessions		7,000.00
Elem/JH	\$1500	1,000.00	BPA**		2,000.00
Elem/JH Assistant	\$1050	750.00	JMG**		2,000.00
ELEM	\$1200		Indian Club**		2,000.00
ELEM Assistant	\$840		National Honor Society		300.00
			Title IX Coordinator		300.00
			Drug & Alcohol Coordinator		300.00
			Prom Advisor		200.00

* denotes MHSA Sanctioned Events.

Beginning in the 2013-2014 School Year:

An additional \$200 will be paid to the high school head coach and an additional \$100 will be paid to the high school assistant coach(es) for each week of post season advancement for the following sports:

Football: each week of playoffs in which the team participates

Volleyball: divisional and state tournaments in which the team participates

Basketball: divisional and state tournaments in which the team participates

Beginning in the 2005-2006 School Year:

\$ 25 increase per year for JH head coaches, and grade school head coaches

\$ 15 increase per year for JH and grade school assistant coaches

** denotes stipends that will be contract addendums.

Policy History:

Adopted on: August 17, 1999

Reviewed on:

Revised on: May 16, 2000

July 25, 2000

June 26, 2001

October 14, 2002

August 11, 2003

September 18, 2007

July 15, 2008

July 16, 2013

April 16, 2015

June 20, 2017

June 21, 2018

May 19, 2020

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

MEETING DATE: 5-17-2022

AGENDA ITEM #: 19

AGENDA TITLE: Resignation(s)

SUMMARY: Attached please find a copy of the resignation letters from Onesti Lapp and Tessa Rumsey.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Colvin					
Anderson					
Bergum					
Walker					

Onesti Lapp
P.O. Box 841
onestilapp@gmail.com
April 25, 2022

To whom it may concern:

Please accept this letter as my resignation from my position as a paraprofessional, effective two-weeks from today. My last day at work will be on May 6, 2022.

I was offered a career change opportunity in my field of study that I cannot turn down.

Thank you for the opportunity to work in the Culbertson School District. I truly enjoyed helping the children.

Regards,



Onesti Lapp

May 3, 2022

To Whom It May Concern:

I am writing to notify you that I will be resigning from my position at the end of the school year. My last day will be May 27, 2022 .

I am going to miss all of my colleagues and friends. It has been a honor to work alongside Janelle Ator . She is truly an amazing teacher and I am so grateful for the opportunities I have had during my time at Culbertson Public School.

I felt like this was the perfect time for me to start a new adventure.

Sincerely,

A handwritten signature in pink ink that reads "Tessa Rumsey". The signature is written in a cursive, flowing style with a long horizontal stroke extending from the end of the name.

Tessa Rumsey
Special Ed. Para.

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

MEETING DATE: 5-17-2022

AGENDA ITEM #: 20

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

SUMMARY: Mike Olson and I would like to recommend the Board offer a contract for the Agriculture Education position to Logan Nickoloff.

We are currently advertising for a 3rd grade teaching position, but do not have any applicants to recommend to the Board 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: 5-17-2022

AGENDA ITEM #: 21

AGENDA TITLE: 2022-2023 Classified Staff Contract(s)

SUMMARY: Attached please find a list of Classified Staff and potential positions for the 2022-2023 school year.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Colvin					
Anderson					
Bergum					
Walker					

Culbertson Public School

Classified Staff List

2022-2023

Name	Possible Job Assignment for 2022-2023
Christian Damm	Cook's Helper/Custodian
April Deen	Title I Aide
Paula Dehner	Aide
Karen Eggett	Custodial Director
Samantha Ellerton	Special Education Aide
Teri George	Head Cook
Keri Hauenstein	JOM & Title VI Home/School Coordinator
Amy Jones	Custodian
Jennifer Lambert	Title I Aide
Rhonda Larsen	School Secretary
Shelby Manning	Jobs for Montana Graduates Specialist
Sande Marchwick-Wix	Special Education Aide
Roxanne Nickoloff	Cook's Helper
Austin Oelkers	Maintenance Director
Kaylynn Raaum	Activities Secretary
Jennifer Struna	Cook's Helper
Taleasha Stuber	Office Aide
Richard Weber	Custodian
John Wilson	Maintenance

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

MEETING DATE: 5-17-2022

AGENDA ITEM #: 22

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

SUMMARY: I would like to recommend the Board offer a contract to David Solem for the position of Activities Director for the 2022-2023 school year. As has been the recent trend in contracts for this position, the raise in pay has been equal to the raise in the base pay for the certified teaching staff. For the 2022-2023 this pay increase would be equal to a 2% increase.

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: 5-17-2022

AGENDA ITEM #: 23

AGENDA TITLE: 2022-2023 JH/HS Class Schedule

SUMMARY: Mike, Courtney, and I would like to recommend the attached JH/HS Class Schedule for the 2022-2023 school year.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Colvin					
Anderson					
Bergum					
Walker					

Culbertson Junior High and High School

Class Schedule 2022-2023

Berwick	8th English 7th English 8th English	6th English 6th English Prep	Prep JH Skills JH Skills	6th English 6th English 7th English	8th English Prep 8th English
Gustafson	Tutoring Tutoring Tutoring	Prep Tutoring Prep	Tutoring Tutoring Tutoring	Tutoring Tutoring Tutoring	Tutoring Prep Tutoring
JMG	HS JMG HS JMG Prep	Prep Prep HS JMG	JH JMG JH JMG JH JMG	K-2 Stars K-2 Stars K-2 Stars	HS JMG HS JMG HS JMG
B. Nielson	HS PE Health I HS PE	8th PE/Health 7th PE/Health Health 10	Prep Prep Prep	K-2 PE K-2 PE K-2 PE	3-6 PE 3-6 PE 3-6 PE
L. Nickoloff	7th Ag Ed* Prep Prep	Ag Construction Ag Resource Mgmt Arc/Mig Welding	Agronomy Elec/Plumb 11-12 Woodworking 10-12	Ag 10 Oxy/Acet Welding 9-10 8th Ag Ed *	Prep Wildlife Mgmt. 11-12 Animal Science 9
T. Nielsen	6th Science 6th Science 6th Science	Prep 8th Science 8th Science	JH Sci Oly 7-9 JH Elective Science Prep	8th Science 8th Science 6th Science	7th Science Prep 7th Science
Olson	K-12 Library K-12 Library K-12 Library	K-12 Library K-12 Library K-12 Library	Prep Prep Prep	K-3 Library K-3 Library K-3 Library	4-6 Library 4-6 Library 4-6 Library
Owan	7th Keyboarding * Computer Apps. II Prep	Computer Apps. I Prep 6th Keyboarding	Accounting Computer Science Computer Science II	Computer Apps I Computer Apps I 8th Keyboarding*	Prep Computer Apps II Computer Apps II
Pfiefer	Elective Music Elective Music Elective Music	Prep Prep Prep	6-8 Choir/HS Choir ** 6-8 Choir/HS Choir ** 6-8 Choir/HS Choir **	K-2 Music K-2 Music K-2 Music	3-5 Music 3-5 Music 3-5 Music
Mogga	Pre-Algebra Pre Calculus Geometry	Trigonometry Algebra I Algebra I	Prep Prep Prep	Algebra II Algebra II PreAlgebra	Geometry Trigonometry Pre Calculus
Salvevold	English 10 English 12 English 9	English 9 English 9 English 12	Prep Prep Prep	English 12 English 12 English 11	English 9 English 11 English 10
Schledewitz	Prep Chemistry Prep	Biology Enviro Science Enviro Science	Science Olympiad Prep Forensics	Earth Science Earth Science Earth Science	Earth Science Biology Chemistry
Seitz	6th Math 6th Math 6th Math	7th Math 8th Math 8th Math	JH Skills Prep Elective Math	8th Math 7th Math 6th Math	Prep 8th Math Prep
Solem	US History Government US History	Government Government Cold War	Prep Prep/Athletic Director Prep	Government World History World History	Athletic Director Driver's Education 8-12 Athletic Director
Taberna	Prep Prep Prep	HS Elec. Instrum. HS Elec. Instrum HS Elec. Instrum	HS Band**/JH Band** HS Band**/JH Band** HS Band**/JH Band**	7th Elec. Instrumental 8th Elec. Instrumental HS Elec. Instrumental	5 th Band**/6 th Band** 5 th Band**/6 th Band** 5 th Band**/6 th Band**
Welch	Prep 8th Art 7th Art	HS Art/Photography Prep Prep	Art I Art II Painting Art II 3D Design	K-2 Art K-2 Art K-2 Art	3-6 Art 3-6 Art 3-6 Art

* Rotating 6 week course

** Split class each day (approximately 35-37 minutes per class)

Updated: 05/12/22 CF

Trimester Class Schedule 2022-2023 High School Offerings Overview

Name _____

Grade Level _____

1 st Period	2 nd Period	3 rd Period	HS Lunch JH Adv HS Adv HS Lunch	4 th Period	5 th Period
6 Math 6 Science 7 Ag/Keyboarding * 8 English 8 Soc. Studies	6 Soc. Studies 6 English 7 Math 8 PE Health	Band Choir 6-8 Sci Olympiad JH Skills Elective JMG		6 English 6 Soc. Studies 7 Foreign Lang. / Elec. Inst. 8 Science 8 Math #	6 Specials No Choir 7 Science 8 Soc. Studies 8 English
6 Science 6 Math 7 English 8 Art/Elec. Instrumental*	6 English 6 Soc. Studies 7 PE/Health 8 Math 8 Science #	Band Choir 6-8 JH Skills Elective Elective Soc. Stud. Elective Science JMG		6 Soc. Studies 6 English 7 Math 8 Science 8 Foreign Lang/Elec. Inst.*	6 Specials No Choir 7 Soc. Studies 8 Driver's Ed 8 Math #
6 Science 6 Math 7 Art 8 Soc. Studies 8 English	6 Foreign Lang./ Keyboarding* 7 Soc. Studies 8 Math 8 Science #	Band Choir 6-8 Elective Math JH Skills Elective Elective Soc. Stud. JMG		6 Math 6 Science 7 English 8 Ag * 8 Keyboarding*	6 Specials No Choir 7 Science 8 English 8 Soc. Studies

Parental Signature required for any changes to your schedule _____

Updated 5/11/2022

Trimester Class Schedule 2022-2023 High School Offerings Overview

Name _____

Grade Level _____

1 st Period	2 nd Period	3 rd Period	HS Lunch JH Adv HS Adv HS Lunch	4 th Period	5th Period
English 10 Pre-Algebra 9 B US History 11 PE 9A & 12 Elective Music 9-12 JMG	English 9B Trigonometry 12 Biology 10 Computer Apps. 9A Government 12A Elective Instrumental Ag Construction 11-12	Art I Band Choir Agronomy Business Science Olympiad Annual		English 12A Algebra II 11 Earth Science 9A Government 12B Business 9B-10 Ag 10	English 9A Geometry 10 Earth Science 9B Business 11 Ag Wildlife Mgmt. 11-12 JMG 12
English 12 B PreCalculus 12A Chemistry 11-12B Government 12B Health 9 A&B Elective Music 9-12 Computer Apps II 10	English 9B Algebra I 9A Enviro Science 11-12 B Government 12A Elective Instrumental JMG 10 Ag Resource Mgmt 10	Art II Painting Band Choir Business Elec. & Plumbing Annual		English 12A Algebra II 11 World History 10 Oxy/Acetylene 9-10 Computer Apps. I 9	English 11 Trigonometry 12 Biology 10 Business 12 JMG 9A Driver's Ed 9-12
English 9A Geometry 10 US History 11 PE 9B 10B 12 Elective Music 9-12	English 12B Algebra I 9A Earth Science 9B Enviro. Science 11-12 Health 10 JMG 11 Arc/Mig Welding 11-12	Art II 3D Design Band Choir Forensics? Business Woodworking Annual		English 11 PreAlgebra 9B Earth Science 9A World History 10 Forensics? 12	English 10 Pre Calculus 12 Chemistry 11-12 Animal Science 9A Computer Apps II 9B

Parental Signature required for any changes to your schedule _____

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

MEETING DATE: 5-17-2022

AGENDA ITEM #: 24

AGENDA TITLE: 2022-2023 PIR Day Plan

SUMMARY: The PIR Day Committee consisting of Amanda Bushlen, Tiffany Nielsen, Phyllis Owan, Courtney Forbregd, Mike Olson, and myself would like to recommend the attached PIR Day plan for August 15th and 16th of the 2022-2023 school year. This plan may change slightly as the guest speaker time slot has not been solidified.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Colvin					
Anderson					
Bergum					
Walker					

Culbertson Public Schools

Orientation PIR Days

2022-2023

Monday, August 15th

- | | |
|------------|--|
| 9:00 a.m. | K-12 Staff Meeting in the Lunchroom <ul style="list-style-type: none">• Refreshments• Topics of Discussion Too Numerous to Mention* |
| 10:00 a.m. | K-5 Staff Meeting in the Lunchroom - Orientation
6-12 Staff Meeting in the Computer Lab - SBAC Test Scores |
| 12:00 p.m. | Lunch on your own |
| 1:00 p.m. | 6-12 Staff Meeting in the Lunchroom - Orientation
3-5 Staff Meeting in the Computer Lab - SBAC Test Scores
Room Time for Everyone Else |
| 2:30 p.m. | K-12 Certified Teaching Staff Meeting - Master Agreement Review |
| 4:00 p.m. | Everyone is free to go |

*Gmail Communications, Title IX Reporting, Website Information, Social Media Use, One Call Now, Policy Access and Updates, School Calendar, District Goals, District Financial Outlook, Facility Planning, Bell Schedule Time Changes, and the list just keeps on going.....

Culbertson Public Schools

Orientation PIR Days

2022-2023

Tuesday, August 16th

- | | |
|------------|---|
| 9:00 a.m. | K-12 Staff Meeting in the Lunchroom <ul style="list-style-type: none">• Bring a Chromebook - Infinite Campus Review• Education for Google Review |
| 10:30 a.m. | Classified Staff Meeting in the Business Room <ul style="list-style-type: none">• Leaves, Budgets, Inventories |
| 11:00 a.m. | K-5 Staff Meeting in Business Room <ul style="list-style-type: none">• Leaves, Budgets, Inventories Room Time for Everyone Else |
| 11:30 a.m. | 6-12 Staff Meeting in the Business Room <ul style="list-style-type: none">• Leaves, Budgets, Inventories Room Time for Everyone Else |
| 12:00 p.m. | Lunch on your own |
| 1:00 p.m. | 6-8 Staff Meeting - Reorganization
Room Time for Everyone Else |
| 2:00 p.m. | K-12 Paraprofessional Meeting |
| 3:00 p.m. | K-12 Staff Meeting in the Lunchroom <ul style="list-style-type: none">• Guest Speaker: Craig Beals |
| 4:00 p.m. | Everyone is free to go |

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

MEETING DATE: 5-17-2022

AGENDA ITEM #: 25

AGENDA TITLE: 2022-2023 Technology Budget

SUMMARY: Attached please find a tentative Technology Budget for the 2022-2023 school year. There will be a Technology Committee on Tuesday, May 17th at 6 pm to finalize the budget recommendation.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Colvin					
Anderson					
Bergum					
Walker					

2022-2023 Technology Budget

The Culbertson School District will maintain a budget providing a sum of money strictly for technology items and training.
An increase of 3% for inflation will be added to next years budget.

TECHNOLOGY ITEM	STAFF	QUANTITY	Last Year Cost	COST	TOTAL	Fund
Yearly Renewals						
Renaissance Learning (yearly)	Renew on 6-30-23	240 Users	\$5,287	\$5,554.50	\$5,555	Federal SRS Grant
Acellus Annual Support (yearly)	Renew on 5-27-23		\$515	\$515	\$525	
AIMSWeb Yearly Renewal (yearly)	Renew on 4-30-23	180	\$1,250	6.50 per student	\$1,170	Federal SRS Grant
BrainPop Yearly Renewal (yearly)	Renew on 1-29-23	unlimited	\$1,855	\$1,855	\$1,900	Federal SRS Grant
Infinite Campus SIS Annual renewal	Renew on 6-1-2023		\$2,100	\$2,620	\$2,620	Federal SRS Grant
Microsoft Office License	Renew on 12-31-22				\$1,288	
Sonic Wall (School)	Renew 12-3-2022			\$4,602	\$4,602	General Fund
Nemont Internet	monthly		\$7,200	\$600 month	\$7,200	General/E-rate
Follette Destiny Software yearly renewal	Library 5-31-23		\$575	\$575	\$583	General Fund
Schoolwires Website (yearly/3 yr contract	Renew 6-30-2023		\$1,932.00	\$1,932.00	\$1,932.00	Federal SRS Grant/E-rate
Verizon	monthly		\$2,400.00	\$200 a month	\$2,400.00	General Fund/E-rate
OneCall Now (yearly)	Renew 12-1-22	270	\$487	\$427.00	\$489	
Harris Lunchcount Program (yearly)	Renew on 7-1-23		\$600	787.50/262.50	\$1,313	
E-Rate (Nicole Jones)				\$1,400		
			\$24,200.75		\$31,576	
Maintenance /Supply						
Technology Coordinator			\$5,200		\$5,200	General
Managed Services Server (North Star)			\$9,552	796.00 a month	\$9,552	General/Oil
Backup/Disaster Recovery (NorthStar)			\$5,352	446.00 a month	\$5,352	
On-site/Project Work (NorthStar)		50 hours		\$5,000	\$0	
Computer Summer Cleaning		141	\$2,346	\$17 each	\$2,397	General
Marco Print Services copiers/printers	\$900/\$1,100		\$24,000	2274 a month	\$27,285	
Incidentals			\$3,000	\$3,000	\$3,000	General Fund/Timber
			\$49,450		\$52,786	

2022-2023 Technology Budget

[illegible]

	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Past Technology Requests	\$ 13,230	14,203	18,280	20,719	20,524	\$ 8,415
Past Approved Tech Budgets	\$ 75,869	77,798	79,598	90,166	95,179	\$ 87,006

2022-2023 Technology Budget

School Year 2021-2022 Future replacement needs				
Desktop Computers	0 computers with monitors \$450 each			\$0.00
Old smartbaord replacement	15 old smartboard at \$3,403 board with \$99 to \$1,000 mount			\$40,755.00
Destops	100 Wing	0		\$0.00
	200 Wing	22		\$11,000.00
	300 Wing	0		\$0.00
Smartboard	100 Wing	6		\$16,302.00
	200 Wing	3		\$8,151.00
	300 Wing	6		\$16,302.00
Chromebooks	schoolwide	36		10,800
				\$103,310.00
School Year 2020-2021				
Desktop Computers	38 computers with monitors \$450 each			\$17,100.00
Old smartbaord replacement	10 old smartboard at \$3,403 board with \$99 to \$1,000 mount			\$34,030.00
Destops	100 Wing	15		\$6,750.00
	200 Wing	14		\$6,300.00
	300 Wing	9		\$4,050.00
Smartboard	100 Wing	7		\$19,453.00
	200 Wing	1		\$3,403.00
	300 Wing	2		\$6,806.00
with up to \$15,000 in mounting carts brackets				
				\$51,130.00

2022-2023 Technology Budget

School Year 2019-2020

Desktop Computers	80 computers with monitors \$450 each	\$36,000
Old smartbaord replacement	15 old smartboard at \$2,779 board with \$99 to \$1,000 mount	\$41,685.00
Destops	100 W/ing	40
	200 W/ing	10
	300 W/ing	30
Smartboard	100 W/ing	10
	200 W/ing	3
	300 W/ing	2
with up to \$15,000 in mounting carts brackets		\$5,558
		\$77,685

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

MEETING DATE: 5-17-2022

AGENDA ITEM #: 26

AGENDA TITLE: 2022-2025 Technology Plan

SUMMARY: Every three years the Board is asked to update the school district Technology Plan. Attached please find a tentative draft of the three-year Technology Plan for 2022-2025. There will be a Technology Committee on Tuesday, May 17th at 6 pm to finalize the Technology Plan recommendation.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Colvin					
Anderson					
Bergum					
Walker					

Culbertson Public Schools

P.O. Box 459

423 First Ave. West

Culbertson, Montana 59218-0459

Phone: (406) 787-6241 Fax: (406) 787-6244

Technology Plan 2022-2025 Proposed

Needs Statement:

We are part of a global transformation caused by an information revolution where success and productivity are no longer tied to what one knows but linked to one's ability to access massive amounts of information and apply knowledge gained in a resourceful manner.

The Culbertson School District has the responsibility for preparing the citizens of tomorrow for the challenges they will face in a rapidly changing, information-oriented society. It is essential that our school provide the necessary equipment and training to ensure the future success of our students. Through the integration of technology by the teachers, administration and other staff members, the students of our school will be enabled to secure their technological abilities.

The need exists for technological literacy in each and every one of our children. Technology will be the springboard for our children to build upon or propel themselves into competition in our economy.

Mission Statement:

The mission of the Culbertson School Districts technology plan is to integrate state-of-the-art technologies and services that will provide a positive impact on the learning process of our students, staff and community. Educational effectiveness and cost efficiency will be the guiding factors in this evolving process.

- Changes that were made

CODING THE STANDARDS

CODING SCHEME

SUBJECT.STANDARD.GradeLevel SUBSTANDARD.sub-

substandardTI = Technology Integration

EL = empowered

learnersDC = digital

citizens

KC = knowledge

constructorsID =

innovative designers

CT = computational

thinkers CC = creative

communicatorsGC =

global collaborators

RU = reflective

usersExample

TI.DC.K.3	recognize the importance of keeping personal information private.
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KINDERGARTEN

TI.K	CONTENT STANDARDS FOR TECHNOLOGY INTEGRATION FOR KINDERGARTEN
TI.EL.K	The empowered learner content standards for kindergarten are that each student will identify a variety of technologies that will help in learning
TI.DC.K	The digital citizen content standards for kindergarten are that each student will
TI.DC.K.1	practice appropriate use of devices
TI.DC.K.2	share information and respect the work of others
TI.DC.K.3	recognize the importance of keeping personal information private
TI.ID.K	The innovative designer content standards for kindergarten are that each student will use a design process with digital and non- digital tools
TI.CT.K	The computational thinker content standards for kindergarten are that each student will identify how technology is used to make a task easier

FIRST GRADE

TI.1	CONTENT STANDARDS FOR TECHNOLOGY INTEGRATION FOR FIRST GRADE
TI.EL.1	The empowered learner content standards for first grade are that each student will identify a variety of technologies that will help in learning.
TI.DC.1	The digital citizen content standards for first grade are that each student will
TI.DC.1.1	practice responsible use of technology
TI.DC.1.2	practice appropriate use of devices
TI.DC.1.3	share information and respect the work of others
TI.DC.1.4	recognize the importance of keeping personal information private
TI.ID.1	The innovative designer content standards for first grade are that each student will
TI.ID.1.1	use a design process to develop ideas or creations

TI.ID.1.2	use digital and non-digital tools to design a product
TI.CT.1	The computational thinker content standards for first grade are that each student will break down a problem into parts and identify ways to solve the problem

SECOND GRADE

TI.2	CONTENT STANDARDS FOR TECHNOLOGY INTEGRATION FOR SECOND GRADE
TI.EL.2	The empowered learner content standards for second grade are that each student will identify a variety of technologies that will help in learning
TI.DC.2	The digital citizen content standards for second grade are that each student will
TI.DC.2.1	practice responsible use of technology
TI.DC.2.2	practice appropriate use of devices
TI.DC.2.3	recognize ownership of information
TI.DC.2.4	explain the importance of keeping personal information private and how to be safe online
TI.KC.2	The knowledge constructor content standards for second grade are that each student will use a tool to organize information.
TI.ID.2	The innovative designer content standards for second grade are that each student will
TI.ID.2.1	use a design process to develop ideas or creations
TI.ID.2.2	use digital and non-digital tools to design a product.
TI.CT.2	The computational thinker content standards for second grade are that each student will
TI.CT.2.1	break down a problem into parts and identify ways to solve the problem
TI.CT.2.2	explain how technology can make a task easier
TI.CC.2	The creative communicator content standards for second grade are that each student will use tools to create something that communicates an idea to others

THIRD GRADE

TI.3	CONTENT STANDARDS FOR TECHNOLOGY INTEGRATION FOR THIRD GRADE
TI.EL.3	The empowered learner content standards third grade are that each student will
TI.EL.3.1	use appropriate tools to set and support a personal learning goal
TI.EL.3.2	recognize how skills can be transferred between tools
TI.DC.3	The digital citizen content standards for third grade are that each student will

TI.DC.3.1	practice responsible use of technology
TI.DC.3.2	demonstrate appropriate use of devices
TI.DC.3.3	practice how to be safe online
TI.DC.3.4	identify ownership of information and acknowledge the work of others
TI.DC.3.5	recognize the importance of keeping personal information private
TI.KC.3	The knowledge constructor content standards for third grade are that each student will
TI.KC.3.1	identify digital tools and resources to find information on topics of interest
TI.KC.3.2	explore the accuracy, credibility, and relevance of sources
TI.KC.3.3	use a variety of tools to organize information
TI.ID.3	The innovative designer content standards for third grade are that each student will
TI.ID.3.1	define questions, find solutions, test ideas to solve problems and share learning
TI.ID.3.2	use digital and non-digital tools to design a product with a step-by-step design process
TI.CT.3	The computational thinker content standards for third grade are that each student will
TI.CT.3.1	define a problem and select appropriate technology tools to explore and find solutions
TI.CT.3.2	identify patterns and categories in a data set
TI.CT.3.3	break down problems into smaller parts, identify key information, and propose solutions
TI.CT.3.4	evaluate how technology is used to make a task easier or repeatable
TI.CC.3	The creative communicator content standards for third grade are that each student will
TI.CC.3.1	use strategies for remixing or repurposing resources to create new works
TI.3	CONTENT STANDARDS FOR TECHNOLOGY INTEGRATION FOR THIRD GRADE
TI.CC.3.2	create digital objects to communicate ideas visually and graphically
TI.GC.3	The global collaborator content standards for third grade are that each student will practice working with others using collaborative technologies

FOURTH GRADE

TI.4	CONTENT STANDARDS FOR TECHNOLOGY INTEGRATION FOR FOURTH GRADE
TI.EL.4	The empowered learner content standards fourth grade are that each student will
TI.EL.4.1	develop learning goals and choose the appropriate technology tools to achieve them
TI.EL.4.2	explore technologies and transfer learned skills to different tools or learning environments
TI.DC.4	The digital citizen content standards for fourth grade are that each student will
TI.DC.4.1	recognize the role an online identity plays in the digital world and in real life
TI.DC.4.2	practice safe, legal and ethical behavior when using technology and interacting online
TI.DC.4.3	identify ownership of intellectual property and acknowledge the work of others
TI.DC.4.4	identify what personal data is, the importance of keeping it private, and how it might be shared online
TI.KC.4	The knowledge constructor content standards for fourth grade are that each student will
TI.KC.4.1	use research techniques to locate digital resources
TI.KC.4.2	explore the accuracy, perspective, cultural sensitivity, credibility, and relevance of sources
TI.KC.4.3	use a variety of tools to organize information and make meaningful connections between resources
TI.ID.4	The innovative designer content standards for fourth grade are that each student will
TI.ID.4.1	practice using digital and non-digital tools to plan and manage a design process
TI.ID.4.2	use design process to solve a problem
TI.CT.4	The computational thinker content standards for fourth grade are that each student will
TI.CT.4.1	solve problems by selecting technology, analyzing data, and creating models
TI.CT.4.2	break down problems into smaller parts, identify key information, and propose solutions
TI.CC.4	The creative communicator content standards for fourth grade are that each student will

TI.CC.4.1	identify the features and functions of a variety of creation or communication tools
TI.4	CONTENT STANDARDS FOR TECHNOLOGY INTEGRATION FOR FOURTH GRADE
TI.CC.4.2	create original works by practicing strategies for remixing or repurposing
TI.CC.4.3	create digital objects to communicate ideas visually and graphically
TI.GC.4	The global collaborator content standards for fourth grade are that each student will use collaborative technologies to connect with people from different backgrounds or cultures, including peers, experts and community members, to explore different points of view on various topics

FIFTH GRADE

TI.5	CONTENT STANDARDS FOR TECHNOLOGY INTEGRATION FOR FIFTH GRADE
TI.EL.5	The empowered learner content standards fifth grade are that each student will
TI.EL.5.1	develop learning goals, select the technology tools to achieve them and reflect on and revise the learning process as needed to achieve goals
TI.EL.5.2	transfer learned skills to different tools or learning environments
TI.DC.5	The digital citizen content standards for fifth grade are that each student will
TI.DC.5.1	demonstrate an understanding of the role an online identity plays in the digital world and the permanence of decisions when interacting online
TI.DC.5.2	engage in safe, legal and ethical behavior when using technology and interacting online
TI.DC.5.3	demonstrate respect for intellectual property when using and sharing the work of others
TI.DC.5.4	explain what personal data is, how to keep it private, and how it might be shared online
TI.KC.5	The knowledge constructor content standards for fifth grade are that each student will
TI.KC.5.1	employ appropriate research techniques to locate digital resources
TI.KC.5.2	evaluate the accuracy, perspective, cultural sensitivity, credibility, and relevance of sources
TI.KC.5.3	organize information and make meaningful connections between

	resources
TI.ID.5	The innovative designer content standards for fifth grade are that each student will
TI.ID.5.1	use digital and non-digital tools to plan and manage a design process
TI.ID.5.2	use design process to develop and test prototypes
TI.CT.5	The computational thinker content standards for fifth grade are that each student will
TI.CT.5.1	explore or solve problems by selecting technology for data analysis, modeling and algorithmic thinking
TI.CT.5.2	break down problems into smaller parts, identify key information, and propose solutions
TI.5	CONTENT STANDARDS FOR TECHNOLOGY INTEGRATION FOR FIFTH GRADE
TI.CT.5.3	identify basic concepts related to automation, patterns, and algorithmic thinking
TI.CC.5	The creative communicator content standards for fifth grade are that each student will
TI.CC.5.1	identify and use the features of a variety of creation or communication tools
TI.CC.5.2	use a variety of strategies for remixing or repurposing to create new works
TI.CC.5.3	create digital objects to communicate ideas visually and graphically
TI.GC.5	The global collaborator content standards for fifth grade are that each student will
TI.GC.5.1	use appropriate digital tools to work with people from a variety of different backgrounds or cultures
TI.GC.5.2	perform a variety of roles within a team using age-appropriate technology to complete a project or solve a problem

SIXTH – EIGHTH GRADES

TI.6-8	CONTENT STANDARDS FOR TECHNOLOGY INTEGRATION FOR SIXTH THROUGH EIGHTH GRADE
TI.EL.6-8	The empowered learner content standards sixth-eighth grade are that each student will
TI.EL.6-8.1	define personal learning goals, select and manage appropriate technologies to achieve them and reflect on successes and areas of improvement in working toward those goals
TI.EL.6-8.2	navigate a variety of technologies and transfer personal knowledge and skills to learn how to use new technologies
TI.DC.6-8	The digital citizen content standards for sixth-eighth grade are that

	each student will
TI.DC.6-8.1	manage digital identities and demonstrate an understanding of how the digital footprint is permanent and can impact reputation
TI.DC.6-8.2	demonstrate positive, safe, legal and ethical habits when using technology and interacting with others online
TI.DC.6-8.3	demonstrate and model the appropriate use of intellectual property of print and digital media, including copyright, permission and fair use, by creating a variety of media products that include appropriate citation and attribution elements
TI.DC.6-8.4	demonstrate how to keep personal data secure and understand how data-collection technologies work
TI.KC.6-8	The knowledge constructor content standards for sixth-eighth grade are that each student will
TI.KC.6-8.1	use research strategies effectively to locate appropriate digital resources in support of learning
TI.KC.6-8.2	evaluate the accuracy, perspective, cultural sensitivity, credibility, and relevance of resources
TI.KC.6-8.3	define and consider potential biases resources
TI.KC.6-8.4	locate and collect resources from a variety of sources and organize into collections for a range of projects and purposes
TI.ID.6-8	The innovative designer content standards for sixth-eighth grade are that each student will
TI.ID.6-8.1	select and use digital tools to support design processes, identify constraints and trade-offs and weigh risks
TI.ID.6-8.2	engage in design process to develop, test and revise prototypes or create innovative products
TI.ID.6-8.3	use the process of trial and error and understand problems or setbacks as potential opportunities for improvement
TI.CT.6-8	The computational thinker content standards for sixth-eighth grade are that each student will
TI.6-8	CONTENT STANDARDS FOR TECHNOLOGY INTEGRATION FOR SIXTH THROUGH EIGHTH GRADE
TI.CT.6-8.1	investigate and practice solving problems by using data analysis, modeling or algorithmic thinking
TI.CT.6-8.2	organize data and use technology to display, analyze, solve problems and make decisions
TI.CT.6-8.3	break down problems into component parts, identify key pieces and use that information to problem solve
TI.CT.6-8.4	demonstrate an understanding of how automation works and use algorithmic thinking to design and automate solutions
TI.CC.6-8	The creative communicator content standards for sixth-eighth grade are that each student will
TI.CC.6-8.1	select appropriate platforms and tools to create, share, and

	communicate work
TI.CC.6-8.2	create original works or responsibly remix and repurpose other digital resources into new creative works
TI.CC.6-8.3	communicate complex ideas clearly using various digital tools to convey the concepts in a variety of accessible formats
TI.GC.6-8	The global collaborator content standards for sixth-eighth grade are that each student will
TI.GC.6-8.1	identify and use collaborative technologies to connect with others
TI.GC.6-8.2	identify and select a role within a team to meet goals, based on knowledge of technology and content, as well as personal preference
TI.RU.6-8	The reflective user content standards for sixth-eighth grade are that each student will evaluate personal preferences for use of technology tools for different tasks or purposes

NINTH – TWELFTH GRADES

TI.9-12	CONTENT STANDARDS FOR TECHNOLOGY INTEGRATION FOR NINTH THROUGH TWELFTH GRADE
TI.EL.9-12	The empowered learner content standards ninth-twelfth grade are that each student will
TI.EL.9-12.1	set personal learning goals, develop strategies leveraging technology to achieve them and reflect on the learning process to improve learning outcomes
TI.EL.9-12.2	build personal learning networks and customize learning environments in ways that support the learning process
TI.EL.9-12.3	use technology to seek feedback that informs and improves practice and to demonstrate learning in a variety of ways
TI.EL.9-12.4	demonstrate the ability to choose, use, and troubleshoot current technologies, and transfer knowledge to explore emerging technologies
TI.DC.9-12	The digital citizen content standards for ninth-twelfth grade are that each student will
TI.DC.9-12.1	cultivate and manage a positive digital identity and demonstrate an understanding of how the digital footprint is permanent and can impact reputation
TI.DC.9-12.2	engage in positive, safe, legal and ethical behavior when using technology, including social interactions online or when using networked devices
TI.DC.9-12.3	respect the rights and obligations of creating, using, and sharing intellectual property
TI.DC.9-12.4	manage personal data to maintain digital privacy and security

TI.KC.9-12	The knowledge constructor content standards for ninth-twelfth grade are that each student will
TI.KC.9-12.1	use research strategies to locate information and resources for intellectual or creative pursuits
TI.KC.9-12.2	evaluate the accuracy, perspective, cultural sensitivity, credibility, and relevance of information, media, data, or other resources
TI.KC.9-12.3	evaluate potential biases in resources
TI.KC.9-12.4	curate information from digital resources using a variety of tools and methods to create collections of artifacts that are connected to a theme or support a thesis
TI.ID.9-12	The innovative designer content standards for ninth-twelfth grade are that each student will
TI.ID.9-12.1	initiate a deliberate design process for generating ideas, testing theories, creating innovative artifacts, or solving authentic problems
TI.9-12	CONTENT STANDARDS FOR TECHNOLOGY INTEGRATION FOR NINTH THROUGH TWELFTH GRADE
TI.ID.9-12.2	select and use digital tools to plan and manage design process that considers design constraints and calculated risks
TI.ID.9-12.3	develop, test, and refine prototypes as part of cyclical design process
TI.CT.9-12	The computational thinker content standards for ninth-twelfth grade are that each student will
TI.CT.9-12.1	identify problems suited for technology-assisted methods for data analysis, abstract models, and algorithmic thinking
TI.CT.9-12.2	collect data or identify relevant data sets, use digital tools to analyze them, and represent data in various ways to facilitate problem-solving and decision-making
TI.CT.9-12.3	break down problems into component parts, extract key information and develop descriptive models to understand complex systems or facilitate problem-solving
TI.CT.9-12.4	explain how automation works and use algorithmic thinking to develop a sequence of steps to create and test automate solutions
TI.CC.9-12	The creative communicator content standards for ninth-twelfth grade are that each student will
TI.CC.9-12.1	choose the appropriate platforms and tools for meeting the desired objectives of their creation or communication
TI.CC.9-12.2	create original works or responsibly repurpose or remix digital resources into new creative works
TI.CC.9-12.3	communicate complex ideas clearly and effectively by creating or using a variety of digital objects such as visualizations, models or simulations
TI.CC.9-12.4	publish, present, and defend content that customizes the message

	and medium for the intended audiences
TI.GC.9-12	The global collaborator content standards for ninth-twelfth grade are that each student will
TI.GC.9-12.1	identify and use digital tools to connect with learners from a variety of backgrounds and cultures, engaging with them in ways that broaden mutual understanding and learning of others
TI.GC.9-12.2	identify and use collaborative technologies to work with others to examine global and local issues, problems and solutions from multiple viewpoints
TI.GC.9-12.3	contribute constructively to project teams, assuming various roles and responsibilities to work effectively toward a common goal
TI.RU.9-12	The reflective user content standards for ninth-twelfth grade are that each student will
TI.9-12	CONTENT STANDARDS FOR TECHNOLOGY INTEGRATION FOR NINTH THROUGH TWELFTH GRADE
TI.RU.9-12.1	evaluate historical, cultural, and social impacts of technology innovations on individuals and groups, including urban, rural and reservation communities
TI.RU.9-12.2	reflect on and explain how technological innovations influence selection of tools and resources appropriate to a task

Technology Goal Strategies

Goal 1:

- 1) Using a variety of technologies students will identify and access information necessary for completing a research project.
- 2) Students will organize and analyze information from technical sources and communicate findings.
- 3) Students will evaluate the accuracy, relevance, appropriateness and bias of electronic information.

Goal 2:

- 1) Using telecommunication tools students will gather information to enhance research being done in the classroom.
- 2) Students will participate in online projects to exchange ideas and information with other students.
- 3) Students will design and maintain an Internet website for the school.

Goal 3:

- 1) Students will use digital tools to relate personal experiences and ideas to their peers

and instructors.

- 2) Presentations by students will demonstrate the proper and legal uses of digital materials.
- 3) Students will integrate images, text and sound into presentations of their ideas and research projects.
- 4) The teaching staff will describe and discuss the proper ethical use of technologies.

Goal 4:

- 1) Through work in both the classroom and computer lab setting students will learn to identify basic parts of technological items.
- 2) Students will develop competence in basic care and maintenance of various technologies.
- 3) Using personal experiences and experiences of peers students will use and refine troubleshooting strategies to solve technical operation problems.
- 4) Teaching staff will incorporate technologies (word processing, calculators) to enhance performance of students in classroom assignments.

Professional Development of Technology Use

Objective: The Culbertson School District will provide **guarantee** continual development of teachers and administrators for the use of technologies as well as traditional methods.

A) Strategies

- 1) Schedule technology in-service during PIR days.
- 2) Continue in-service through year by staff experts.
- 3) Schedule faculty meeting time for technology updates and questions.
- 4) **Providing of periodicals concerning latest technologies.**
- 5) Provide Internet access to assist teachers in keeping current with the latest information in their subject.
- 6) Allow entire staff to have access to checkout computers to take off campus.
- 7) Provide telecommunication service including basic phone service and long distance for school use in classroom.
- 8) Provided cell phone service to administration.

B) Training and Technical Assistance

- 1) In-house training by fellow educators who possess expertise in specific technological areas.
- 2) Training of teachers to teach and develop lesson plans which incorporate a variety of technologies.
- 3) Providing of release time for technology curriculum development.
- 4) Specifying a portion of the technology budget for technology workshops.
- 5) Providing of a technology coordinator for staff assistance.
- 6) Budgeting of funds for computer technician time.
- 7) Maintaining an up-to-date inventory of technological items.
- 8) Allowing staff to check out computers for use at home and workshops.
- 9) Maintaining phone service to all classrooms.

C) Evaluation

- 1) All teachers will report attendance and grades using the electronic grade book provided by the school.
- 2) Staff will use the in-house e-mail system to communicate with other staff members and administration.
- 3) Staff will be able to provide a sample of a student project which requires the use of technology.
- 4) Staff will provide evidence of attendance at a technology related workshop.
- 5) Teachers will develop evidence of technological skill and proficiency in a professional portfolio.
- 6) An evaluation form will be provided after all in-service meetings. Teachers will be asked to identify strengths and weaknesses of the training; how they will apply the information; and what impact the training will have on their students.
- 7) Staff will provide evidence of phone calls to parents/ guardians and other community resources.
- 8) Administration will provide evidence of use of basic phone, long distance and and cellular phone use for professional communications.

Assessment of the Telecommunication Services

Telecommunication services, like other forms of technology, are dynamic as they continually evolve on a daily basis. The Culbertson School District will strive to maintain pace with the changes occurring within the field of telecommunication. A continuing reassessment of the schools current service as well as researching of potential improvements for the service will ensure that the district will provide the students with up-to-date telecommunications.

A. Current Inventory- see attachment A

B. Current telecommunication service and software

- 1) Current Internet line speed is 250mb/250mb we are at 500/500
- 2) Router is capable of performing at T1 rate
- 3) Software
 - a) Internet filtering software- Sonic Wall- 230 users
 - b) Antivirus software- Kaspersky- 230 users we currently use windows defender
- 4) Classroom access
 - a) All classrooms connected by LAN/WAN and have access to the Internet

C. Future plans- 3 years

1) Year 2019-2020

- a) Upgrade Internet line service at 250mb/250mb.
- b) Upgrade SonicWALL to Watchguard Firewall/internet filter.
- c) Transition staff and student to Google for Education
- d) Move iPads to K-3. Purchase 20 Chrome books for grades 4-7 (five each)
- e) Provide staff with professional development opportunities to improve communication skills through Google
- f) Seek additional funding at the local, state and federal levels.
- g) Maintain school web page.

2) Year 2020-2021

- a) Purchase software for special needs students.
- b) Provide staff with professional development opportunities to improve communication skills.
- c) Seek additional funding at the local, state and federal levels.
- d) Maintain Internet filtering software as well as anti-virus software.
- e) Maintain school web page.
- f) Replace or upgrade classroom computers if necessary
- h) Re-assess Chrome Book usage and purchase more if feasible.

3) Year 2021-2022

- a) Provide staff with professional development opportunities to improve telecommunication skills.
- b) Seek additional funding at the local, state and federal levels.
- c) Maintain Internet filtering software as well as anti-virus software.
- d) Maintain school web page
- e) replace main server and domain controller server
- d) move wireless to a controller based system

Future plans- 3 years

1) Year 2022-2023

- a) Provide staff with professional development opportunities to improve communication skills through Google
- b) Assess desktop and laptop computer to move from Win 10 to Win 11
- c) Access Sonicwall NSA 3600 (2016)
- d) continue with upgrade rotation of Chromebooks they age out
- e) Seek additional funding at the local, state and federal levels.
- g) Maintain school web page.

2) Year 2023-2024

- a) Provide staff with professional development opportunities to improve communication skills.
- b) Seek additional funding at the local, state and federal levels.
- c) Maintain Internet filtering software as well as anti-virus software.
- d) Maintain school web page.
- e) continue with upgrade rotation of Chromebook's they age out

3) Year 2024-2025

- a) Provide staff with professional development opportunities to improve telecommunication skills.
- b) Seek additional funding at the local, state and federal levels.
- c) Maintain Internet filtering software as well as anti-virus software.
- d) Maintain school web page
- e) continue with upgrade rotation of Chromebook's they age out

Technology Budget: The Culbertson School District will maintain a budget providing a sum of money strictly for technological items and training. An increase of 3% for inflation will added every year. See appendix A for current budget.

Evaluation and Review Process

The implementation of technology into the education setting is an essential instrument preparing the students for the technological world which they will eventually be employed. The technology committee

will be maintained as the guiding body which will continually re-evaluate telecommunications and technology within the school system.

The evaluation process will address four specific areas: student goals, professional development, telecommunication assessment and budgeting.

Student Goals Assessment:

Student assessment will coincide with the benchmark standards set forth by OPI. Students will be required to meet the proficient performance level.

Professional Development Assessment:

The use of technology by staff currently is based on general observations of the use of in-house e-mail system as well as the use of the electronic grading system on the network. An evaluation instrument will be designed in cooperation with the technology committee and the administration.

Technology Assessment:

The technology available within the school will be under the guidance of the technology committee. The committee shall be composed of: staff members from the elementary, junior high and high school; two school board members; the technology coordinator; and at least one administrator. The committee will meet at the end of each grading period to evaluate the progress of the technology plan. The committee will make recommendations concerning modifications needed in the plan, including funding. The committee will review all requests by the staff for technological hardware and software. It is also the responsibility of the committee to provide appropriate tools to the staff, parents and students to assess the progress in reaching specified goals.

Budget Assessment:

The use of technology funds shall be reviewed at each technology committee meeting. Expenditures of funds throughout the school year shall be evaluated and approved or disapproved by the technology coordinator and superintendent. The technology committee, at the meeting of the second grading period, will determine the amount of technology funding to be requested for the upcoming fiscal year. The committee will prioritize requests from the staff.

Community Relations

- A) The Culbertson School District will make available to the town of Culbertson exposure to the technologies at the school through the use of the computers and the software programs available at the school.
- B) The district will provide adult education courses in using common software programs.
- C) The computer systems administrator will provide the school board with a monthly update of technological information regarding the school.

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

MEETING DATE: 5-17-2022

AGENDA ITEM #: 27

AGENDA TITLE: Staff Request

SUMMARY: Attached please find a copy of the letter with the staff request.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Colvin					
Anderson					
Bergum					
Walker					

May 12, 2022

Dear Board of Trustees,

Due to the unexpected death of her husband, Rhonda Seitz will have used up all of her available leave prior to the end of the school year. We believe she will be short 10-15 days. We understand that there isn't wording addressing bereavement in the current sick bank policy. As a CEA we would like to respectfully request that the board allow our members to offer Rhonda assistance during this difficult time. We would like to offer a one-time donation of emergency leave and comp time to cover any time off that Rhonda needs for the remainder of the 2021-2022 school year. We have enough donations to fully cover that amount of time. If you have any questions, please contact me at 509-998-4151.

Thank you for your consideration.
Culbertson Education Association



Theresa McDonald
CEA Vice President

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

MEETING DATE: 5-17-2022

AGENDA ITEM #: 28

AGENDA TITLE: 2022-2023 Roose-Valley SPED Cooperative Interlocal Agreement

SUMMARY: Each year the Board is asked to renew its affiliation with the Roose-Valley Special Education Cooperative. Our membership with this Cooperative assists our district in providing school psychology and speech pathology services. Attached please find a copy of the Interlocal Agreement.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Colvin					
Anderson					
Bergum					
Walker					

ROOSE-VALLEY SPECIAL SERVICES COOPERATIVE

INTERLOCAL AGREEMENT FOR THE ESTABLISHMENT OF A SPECIAL EDUCATION COOPERATIVE

THIS AGREEMENT, Made and entered into this third day of May, 2022 between and among the following School Districts: Bainville School District #64; Brockton School District #55; Culbertson School District #17, hereinafter referred to as the "Fiscal Host School," Frazer School District #2; Froid School District #65; Frontier School District #3; Lustre School District #23; and Opheim School District #9.

WHEREAS: The participating Districts desire to offer full services to persons requiring Special Education, said persons defined in (Section 20-7-401-MCA) and to all children with disabilities residing within said Districts, and

WHEREAS: The participating District desire to provide these Special Education services in compliance with all applicable State and Federal laws and regulations.

WHEREAS: Sections 20-7-451 through 20-7-456, MCA, provide that School Districts may contract with one another to establish a Cooperative to perform all Special Education administrative services, activities and undertaking that the School District entering into this Agreement is authorized by law to perform.

NOW THEREFORE: The parties hereto, hereby establish a Special Education Cooperative, pursuant to the following mutual covenants and promises.

COOPERATIVE'S POWERS, DUTIES, AND RESPONSIBILITIES

- I. The Cooperative shall provide assistance in the development and maintenance of Special Education Programs in all School Districts who are party to this Agreement.
- II. The Cooperative shall provide a comprehensive evaluation for each child referred to it by any District that is a party to this Agreement, when such an evaluation is not available in said District.
- III. The Cooperative shall assist in the development of an individualized education program, for each child requiring the services of this Cooperative.
- IV. The Cooperative shall provide all the instructional and support services required by the individualized educational program, when such services are not available in said District, developed under the requirements of sub-paragraph III.
- V. The Cooperative shall provide the above-mentioned services to all persons between the ages of six years and eighteen years, inclusive, who reside within the School

Districts that are parties to this Agreement, and when such services are not available in said District. Further, the Cooperative, after evaluation of persons between three years of age to five years of age, may offer services to those persons who would benefit from those programs established for persons between six years of age and eighteen years of age.

COOPERATIVE ORGANIZATION

- I. Cooperative's name: the name of this Special Education Cooperative shall be: ***ROOSE-VALLEY SPECIAL EDUCATION COOPERATIVE.***
- II. Duration of Cooperative's existence: the duration of this Cooperative is perpetual.
- III. The Cooperative shall have the following powers:
 - A. To sue, and be sued, complain and defend, in its Cooperative name.
 - B. To purchase, take, receive, lease, take by gift, devise or bequest, or otherwise acquire, hold, own, improve, use, and otherwise deal in and with real or personal property, or any interest therein, whatever situated.
 - C. To sell, convey, pledge, lease, exchange, transfer or otherwise dispose of all or any part of its property and assets.
 - D. To make contracts and incur liabilities, through the purchasing of goods and materials.
 - E. To conduct its affairs, carry on its operations, and have office within the boundaries of the Cooperative.
 - F. To make and alter, by resolution of the Management Board, by-laws governing the calling and conducting of meetings, election of a Management Board and the internal operating procedures of the Board.
 - G. To employ professional and other skilled or unskilled personnel as and when the need arises, either on the basis of permanent employment through contractual agreements, or in a temporary or consultative capacity, but only to the extent that funds have been available to it for the purpose.
 - H. To organize and to establish such education programs for the residents of the Cooperative as shall be approved by the member.
 - I. To make joint application for Federal and State funds, on behalf of its member School Districts.
 - J. To do what is reasonable, necessary to achieve the purpose of this Agreement to the extent that such action is within the intent and purpose of this Agreement, existing law, and regulations.
- IV. MANAGEMENT BOARD: All determinations of employment of Cooperative Staff, expenditures of Cooperative funds, provisions of Special Education Services, and

implementation of Cooperative's policy shall be done by the Cooperative's Management Board.

V. MANAGEMENT BOARD ORGANIZATIONS:

- A. The Management Board shall consist of a representative of each School District; namely the Superintendent or Designee. The composition of the cooperative management board shall be an elected member from each participating districts' board of trustees or an administrator assigned by the district board of trustees to represent the participating district on the cooperative management board.
- B. The Management Board shall recruit and employ a Director. The Management Board may delegate by resolution any or all of the powers granted it in subparagraph III herein, and allowed by law, to the Director.
- C. The Management Board shall employ significant qualified staff to provide services contemplated by this Agreement.
- D. Set policy to be implemented by the Director.
- E. Comprehensively review at least annually all aspects of the Cooperative including:
 - 1. Policies and Procedures
 - 2. Records and Accounting
 - 3. Recruitment of Staff
 - 4. In-Service Training
 - 5. Employee Supervision and Evaluation
 - 6. Compliance with State and Federal Special Education Guidelines
- F. Review the financial management of the Cooperative monthly.
- G. Set and approve the fiscal budget of the Cooperative.
- H. Meet quarterly.
- I. To exercise the executive management and administrative control of the Cooperative and its properties, facilities, programs and the contracted activities and performance of its employees.
- J. The Management Board shall have the power to make contracts for the Cooperative. No such contract entered by the Cooperative shall bind the Cooperative for a term in excess of one year.
- K. The Management Board shall employ only those persons whose qualifications equal or exceed the qualification required by Part V of the Montana Special Education Reference Manual (NSERM).
- L. Provide for a yearly audit.

FINANCIAL ADMINISTRATION

- I. Culbertson School District #17 shall be designated as the Fiscal Host for this Cooperative, pursuant to section 20-9-701 et seq., MCA.
- II. Said Fiscal Host shall establish a non-budgeted Interlocal Cooperative Fund for the purpose of the financial administration of the Interlocal Cooperative Agreement. All revenues received including Federal, State or other type of grant payments in direct support of the Agreement and the financial support provided by Cooperative Agencies, shall be deposited in such fund. All financial support of the Agreement contributed by a member District may be transferred to the interlocal Cooperative fund from any fund maintained by such District by resolution of the trustees and District warrant. Any such transfer to the Interlocal Cooperative fund shall be used to finance those expenditures under the Agreement which is comparable to those that are permitted by law to be made out of the fund from which the transfer was made and are within the final budget for the fund which the transfer was made. No transfer shall be made from the miscellaneous Federal Program Fund without the express approval of the Superintendent of Public Instruction.
- III. All expenditures in support of the Interlocal Cooperative Agreement shall be made from the Interlocal Cooperative fund established by the Fiscal Host.
- IV. The Management Board shall have the sole power to expend funds from the Interlocal Cooperative Fund.
- V. In the event that funds are received directly from the Office of Public Instruction, then the member Districts will not have to transfer said sum.
- VI. Each District shall be responsible to provide, at a minimum, the matching dollars that are necessary for the related services block grant.
- VII. The federal application for Part B and Preschool funds will be made by the Cooperative on behalf of its member school districts.
- VIII. A financial audit by an independent auditor shall be ordered each year to assure proper expenditure procedures.

TERMINATION OF MEMBERSHIP IN COOPERATIVE

Each District agreeing to the terms of this Agreement shall remain a member of the Cooperative for a minimum of three years. Unless membership is requested to be dropped by October 1st of the current school fiscal year, the District's commitment will automatically extend for three fiscal years. Each District's commitment to membership in the Cooperative is effective with the signature on this Interlocal Agreement. A District intending to withdraw must provide notification of intent to withdraw three fiscal years in advance of the withdrawal date.

Any property in the possession of the Cooperative and owned by the terminated District shall be returned to the terminated District as soon as reasonably possible. Total amount of the contract is due upon termination and any monies paid to the Cooperative by the District shall be retained by the Cooperative as payment for services already rendered and in full satisfaction of any damages caused to the Cooperative by said termination.

ADDITION OF A DISTRICT TO COOPERATIVE

Any non-participating school district within the geographic boundary of the Cooperative will be notified annually no later than October 1st of an opportunity to join the Roose-Valley Special Education cooperative for the ensuing three (3) state fiscal years. Non-participating districts who wish to join must respond within 60 days of the date of mailing of the opportunity to join. The Cooperative shall allow the addition of a district within the geographic boundaries of the Cooperative in accordance with state statute. Such addition shall only be allowed at the December meeting of the Board. Notice of application to add a district shall be given to all Management Board members at least ten (10) days prior to the winter meeting of the MANAGEMENT BOARD OF THE COOPERATIVE.

APPLICATION TO JOIN COOPERATIVE SHALL CONTAIN:

1. The District's name.
2. Anticipated required services.
3. District's proposed budget for contracted Special Education Services.
4. Application must be signed by the Chairman of the Board of Trustees of the applying District.

The Cooperative may contract with any District during the Fiscal Year to provide Special Education Services, if available, to a non-member District. Any such Contract entered into shall comply with the terms and conditions stated herein and shall be for compensation deemed reasonable by the Cooperative.

TERMINATION OF COOPERATIVE

The Cooperative may be terminated by majority vote of all the representatives of the Management Board. Such vote shall only be held at the spring meeting of said Management Board. Any member of the Board may propose termination. Notice of intention to propose termination shall be sent to each member of the Management Board proposing termination at least thirty (30) days prior to the March meeting of the Board.

If the Management Board should terminate the Cooperative, the termination shall be effective at the end of the fiscal year in which termination occurs. During the period from the

termination of the Cooperative until the end of the fiscal year, the Cooperative shall undertake closure procedures. All property in the possession of the Cooperative and owned by any member District shall be returned as soon as possible, but no later than June 30, to the Owner-District. Any property owned by the Cooperative shall be liquidated. All monies in the possession of the Cooperative, including any monies generated from the Cooperative-owned property liquidation, shall be distributed to the members District by the following formula:

Contribution of Member District
/ (divided by) Contribution of all Districts
X (times) all remaining Cooperative monies.

REVIEW BY THE ATTORNEY GENERAL

THIS AGREEMENT shall be submitted to the office of the Attorney General of the State of Montana for review and approval, in accordance with Section 20-7-453, MCA, and this Agreement shall not be effective until such approval is obtained, and the Agreement is recorded with the Montana Secretary of State and Clerk and Recorder of each County within which a participating District lies.

Signature of a member of the Board of Trustees indicates acceptance of the Roose-Valley
Special Education Interlocal Agreement on behalf of the Culbertson School District

CULBERTSON DISTRICT #17

DATE

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

MEETING DATE: 5-17-2022

AGENDA ITEM #: 29

AGENDA TITLE: 2022-2023 Montana High School Association Activities

SUMMARY: Attached please find the MHSA form with our previous year's activities marked. If the Board wishes to add activities, subtract activities, or maintain the same activities for the 2022-2023, it should do so in a motion so that we can forward this information to MHSA before their July deadline.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Colvin					
Anderson					
Bergum					
Walker					

MONTANA HIGH SCHOOL ASSOCIATION

1 South Dakota
Helena, MT 59601

Annual Dues Application and Fees Remittance Form

Culbertson

High School of

Culbertson

Montana,

hereby makes application for membership in the Montana High School Association (MHSA) for the school year **2022-23** in accordance with Article 1, Section (1) of the MHSA By-Laws, and appoints the Association as its representative in interscholastic activities for the current school year. The Board of Trustees adopts and agrees to comply with the rules and regulations of the MHSA as presently contained in its official MHSA Handbook, and acknowledge receipt of a copy of such handbook in effect. It is understood that each member school is entitled to one vote on any resolution presented to the Association membership. A resolution adopted by the Board and inserted in the minutes of a meeting of the Board on the date below directs the chairperson of the Board of Trustees to remit to the Association the yearly membership fees. If the school is registering for an activity in which the school district did not participate the previous year and did not request sanctioning for this activity in writing, students will not be permitted to compete in MHSA post-season contests, other than activities which are not assigned to districts and/or divisions. (Rules and Regulations, Sections 14 and 16). **Send payment to MHSA, 1 South Dakota Avenue, Helena, MT 59601.**

In the chart mark an "X" to the left of the activities in which your school wishes to participate.

BOYS		GIRLS		COMBINED ACTIVITIES	
<input type="checkbox"/>	Baseball	<input checked="" type="checkbox"/>	Basketball	<input checked="" type="checkbox"/>	Band
<input checked="" type="checkbox"/>	Basketball	<input checked="" type="checkbox"/>	Cross Country	<input checked="" type="checkbox"/>	Chorus
<input checked="" type="checkbox"/>	Cross Country	<input checked="" type="checkbox"/>	Golf	<input checked="" type="checkbox"/>	Drama
<input checked="" type="checkbox"/>	Football	<input type="checkbox"/>	Soccer	<input type="checkbox"/>	Orchestra
<input checked="" type="checkbox"/>	Golf	<input type="checkbox"/>	Softball	<input checked="" type="checkbox"/>	Speech
<input type="checkbox"/>	Soccer	<input type="checkbox"/>	Swimming		
<input type="checkbox"/>	Swimming	<input type="checkbox"/>	Tennis		
<input type="checkbox"/>	Tennis	<input checked="" type="checkbox"/>	Track		
<input checked="" type="checkbox"/>	Track	<input checked="" type="checkbox"/>	Volleyball		
<input type="checkbox"/>	Wrestling	<input type="checkbox"/>	Wrestling		
<u>5</u>	<< TOTAL BOYS	<u>5</u>	<< TOTAL GIRLS	<u>4</u>	<< TOTAL COMBINED

TOTAL NO. OF ACTIVITIES (BOYS, GIRLS, & COMBINED) 14 @ \$250.00 = \$ 3,500

Remit this amount to the MHSA office **before July 15th** and include an **ORIGINAL SIGNED FORM**

Signed/Dated: _____
Chair / Board of Trustees

Signed/Dated: _____
Superintendent or Principal

For MHSA Use Only:

Date Received: _____ Amount Received: _____

Check No. _____ Late Fee: _____

Total Amount Received: _____

MONTANA HIGH SCHOOL ASSOCIATION
1 South Dakota Avenue

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

MEETING DATE: 5-17-2022

AGENDA ITEM #: 30

AGENDA TITLE: School Vehicle Rental Charge

SUMMARY: Lora and I would like to recommend the following School Vehicle Rental Charges for any school group that would like to rent a school bus or van.

School Van: 30 cents per mile

School Bus: 50 cents per mile

This charge does not include the cost for fuel or the cost for a driver.

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: 5-17-2022

AGENDA ITEM #: 31

AGENDA TITLE: 2022-2023 Missoula Children's Theatre Contract

SUMMARY: At a previous meeting it was mentioned that the Board might be interested in sponsoring the Missoula Children's Theatre for the 2022-2023 school year. Attached please find a copy of the contract. The contract is \$2,800 and Tessa estimates the hotel lodging at an additional \$900.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Colvin					
Anderson					
Bergum					
Walker					

MISSOULA CHILDREN'S THEATRE

A PRODUCTION OF MCT, INC.

MCT, Inc.
200 North Adams
Missoula, MT 59802-4718

Direct Line 406-829-5202
Invoicing 406-829-5242

tour@MCTinc.org
www.MCTinc.org

TOURING CONTRACT • 2022-2023 SCHOOL YEAR

TOWN: **CULBERTSON**

STATE: **MT**

CULBERTSON SCHOOL

PRESENTING ORGANIZATION: **CULBERTSON SCHOOL**

SHOW TITLE: **THE EMPEROR'S NEW CLOTHES (ENC-2)**

ACCT#: **MT-CULB**

RESIDENCY WEEK: **3/27/2023-4/1/2023**

FIRST TIME: **N**

SPECIAL CIRCUMSTANCES:

BOOKING ID: **27636**

PLEASE COMPLETE THE FOLLOWING INFORMATION:

AUDITION DAY (MON. OR *TUES.): _____ AUDITION DATE: _____ TIME: _____
(*To accommodate a Tuesday audition, performances must be scheduled on Saturday)

AUDITION LOCATION: _____

REHEARSAL TIME: 1ST SESSION (i.e. 3-5 PM) _____ 2ND SESSION (i.e. 5:15-7:15 PM) _____

(Two 2-hour sessions with a 15-minute break between sessions)

REHEARSAL LOCATIONS (2 SEPARATE SPACES REQUIRED): _____ AND _____

PERFORMANCE DAY(S) & DATE(S): _____ AND _____

TIME(S): _____ AND _____ LOCATION: _____

(Suggested 3:00PM & 5:30PM on Saturday–Friday performances cannot be scheduled prior to 12PM)

PHYSICAL PERFORMANCE ADDRESS: _____

GRADE LEVELS: KINDERGARTEN THROUGH ____ *5 ____ 6 ____ 7 ____ 8 ____ 9 ____ 10 ____ 11 ____ 12

(*Required Minimum Grade Range)

INTERGENERATIONAL WEEK (Assisted Living Center, Senior Residence, etc.): Yes ☐ No ☐

PRE-REGISTRATION OF CAST (within MCT guidelines-see online presenter materials): Yes ☐ No ☐

BASE RESIDENCY FEE:

\$2800.00 US

DVD LICENSING FEE created & sold (by MCT presenter) \$25 ☐ (by professional video org.) \$50 ☐

\$ _____

ADDITIONAL WORKSHOPS (3 included in residency fee) ____ @ \$75.00US

\$ _____

ADDITIONAL PERFORMANCES (2 included in residency fee) ____ @ \$300.00US

\$ _____

(extra services may be scheduled at time of residency)

TOTAL PAYABLE TO MCT:

\$ _____

A \$500 DEPOSIT WITH SIGNED AND COMPLETED CONTRACT DUE TO MCT BY: 6/06/2022

For Office Use	
Contract	
Received	
Entered	
Deposit	
Received	
Amount	
Check#	

I have read and understand this entire agreement:

PRESENTER SIGNED _____

PRINTED _____ TITLE _____

DATE _____

MCT SIGNED _____

DATE _____

**PLEASE COMPLETE OPPOSITE SIDE AND MAKE A COPY FOR YOUR RECORDS
RETURN THIS DOCUMENT TO MCT VIA EMAIL OR MAIL**

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TOURING CONTRACT • 2022-2023 SCHOOL YEAR

TOWN: **CULBERTSON** STATE: **MT** **CULBERTSON SCHOOL**
PRESENTING ORGANIZATION: **CULBERTSON SCHOOL**
MAIN CONTACT: **TESSA RUMSEY** TITLE:
MAILING ADDRESS: **PO BOX 459 423 1ST AVE WEST**
TOWN: **CULBERTSON** STATE: **MT** ZIP: **59218**
PHONE #1: **406-787-6241** PHONE #2: **406-787-7134**
E-MAIL: **rumseyt@culbertson.k12.mt.us**
TEAM CONTACT: **TESSA RUMSEY** TITLE:
MAILING ADDRESS: **PO BOX 459 423 1ST AVE WEST**
TOWN: **CULBERTSON** STATE: **MT** ZIP: **59218**
PHONE #1: **406-787-6241** PHONE #2: **406-787-7134**
E-MAIL: **rumseyt@culbertson.k12.mt.us**
BILLING CONTACT: **TESSA RUMSEY** TITLE:
BILLING ADDRESS: **PO BOX 459 423 1ST AVE WEST**
TOWN: **CULBERTSON** STATE: **MT** ZIP: **59218**
PHONE #1: **406-787-6241** PHONE #2: **406-787-7134**
E-MAIL: **rumseyt@culbertson.k12.mt.us**

PLEASE INDICATE ANY CHANGES TO CONTACT INFORMATION BELOW:

PRESENTING ORGANIZATION: _____
MAIN CONTACT: _____ TITLE: _____
MAILING ADDRESS: _____
TOWN, STATE, ZIP: _____
PHONE #1: _____ PHONE#2: _____ E-MAIL: _____
TEAM CONTACT: _____ TITLE: _____
MAILING ADDRESS: _____
TOWN, STATE, ZIP: _____
PHONE #1: _____ PHONE#2: _____ E-MAIL: _____
BILLING CONTACT: _____ TITLE: _____
BILLING ADDRESS: _____
TOWN, STATE, ZIP: _____
PHONE #1: _____ PHONE#2: _____ E-MAIL: _____

AUDITION

As the Presenter, you have two options in deciding how the cast will be determined. These options follow with a brief description of each. It's important to note that regardless of the option you choose, the audition is a two-hour process in which every child must participate for the full two hours to be considered for a part in the play.

Open Audition

An open audition allows all children within the specified age range to audition. There is no limit to the number of children who may audition and every child at the audition has an equal chance of being cast. This is our preferred option, not only because it's a more "real-life" experience, but because it allows the team the opportunity to choose the child that best fits each role from the array of children who attend the audition process. The more flexibility the team has in the casting process, the better. The open audition will be conducted by the two MCT Tour Actor/Directors (TADs) who will choose a cast of 50-60 children. If more than 60 children audition, not all of the children auditioning will receive a part. Casting the show will be at the sole discretion of the TADs and roles will be announced at the end of the audition. The TADs will make sure that no one is singled out while doing their best to ensure that everyone leaves with a positive feeling.

Pre-Registration

Pre-registration allows the Presenting Organization to sign up cast members (within MCT's requirements) in advance of the audition. Each child will be signed up for a part in the cast but not for a specific role. Once each age group is filled to capacity (a total of 60 cast members and 4 assistant directors), no additional children may sign up. This eliminates the possibility of children being turned away at the audition. The registered children will then audition as described above and the TADs will assign roles.

While we highly recommend holding open auditions whenever possible, we understand that in some situations this is unavoidable for scheduling purposes, specifically when creating a day camp around our program. Should you choose to pre-register your cast, please do so in accordance with the following "Pre-Registration Requirements."

PRE-REGISTRATION REQUIREMENTS

This information on the next page illustrates the maximum number allowed in each age group. We require that you follow these guidelines to ensure a successful week for everyone involved and avoid situations that compromise the artistic integrity of the program and thereby lessen the effectiveness of your residency week.

Each show can utilize a maximum of 60 cast members ranging in age from Kindergarten (entering 1st grade during the summer months) through 12th grade, plus an additional four Assistant Directors. As a minimum grade range, we must have those in Kindergarten (entering 1st grade during the summer months) through 5th grade. Please note that we will not put an older child in a role written for a 1st or 2nd grader, so you must always adhere to the number provided for the youngest group. If, for example, the show requires 16 cast members in the youngest age group and only ten sign up, another age group may NOT be increased by six. Consequently, the cast member maximum becomes 54 children as opposed to 60.

For scenarios that differ from the examples outlined on the next page, i.e. grades 1-6th, 1-8th, etc., the numbers in the youngest group remain the same and the modification occurs in the upper group as illustrated in the example below.

SUMMER

Entering 1st grade through 12th Grade - Maximum Age Range	
Age	Maximum Number of Students
Entering 1 st grade through age 7	16
Ages 8-18	44
Assistant Directors (typically ages 12-18)	4
TOTAL	60 Cast Members plus 4 Assistant Directors

Entering 1st grade through 5th Grade - Minimum Age Range	
Age	Maximum Number of Students
Entering 1 st grade through age 7	16
Ages 8-12	44
Assistant Directors (typically ages 10-12)	4
TOTAL	60 Cast Members plus 4 Assistant Directors

SCHOOL YEAR

Kindergarten through 12th Grade - Maximum Age Range	
Age	Maximum Number of Students
Kindergarten through age 7	16
Ages 8-18	44
Assistant Directors (typically ages 12-18)	4
TOTAL	60 Cast Members plus 4 Assistant Directors

Kindergarten through 5th Grade - Minimum Age Range	
Age	Maximum Number of Students
Kindergarten through age 7	16
Ages 8-12	44
Assistant Directors (typically ages 10-12)	4
TOTAL	60 Cast Members plus 4 Assistant Directors

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www.MCTinc.org

TOURING CONTRACT ☀ 2022-2023 SCHOOL YEAR

PRESENTER: The party, individual, association or company coordinating and paying for the services of MCT.

CANCELLATION POLICY: This Touring Contract and the \$500 deposit are due on the date indicated in the Contract. If not received on or within 15 days after that date, MCT may cancel the residency and Presenter will receive an official letter of cancellation. To secure the date, if Presenter cannot timely return the Contract or deposit, Presenter must be granted a written extension by MCT's Marketing Office. If Presenter provides written notice of cancellation by certified mail not less than 120 days prior to the first day of the residency, the \$500 deposit shall be refunded. If MCT does not receive such written cancellation notice at least 120 days prior to the residency, Presenter shall be liable and will be invoiced for the \$500. If Presenter cancels within 90 days of the first day of residency, Presenter shall be liable and will be invoiced for half of the base residency fee. If Presenter cancels within 30 days of the first day of the residency, Presenter shall be liable and will be invoiced for the full residency fee. If unforeseen circumstances beyond Presenter's control arise, such as an "act of God," MCT will make a reasonable good faith effort to reschedule in a timely manner.

CHANGE FEE: If Presenter opts to change a contracted residency week to a date later in the same Tour season (summer or school year), within 90 days of the first day of the residency week, a \$500 fee shall be assessed. If change is within 30 days of the first day of the residency week, a fee of half the base residency fee shall be assessed. Date changes between Tour seasons are prohibited. Date changes are subject to availability.

NON-EXCLUSIVITY: MCT does not grant any "right of exclusivity" to any Presenter.

RELATIONSHIP OF PARTIES: This Contract shall not in any manner constitute, or be construed as, creating a partnership or employer/employee relationship between the parties.

INDEMNIFICATION: Presenter shall secure and maintain public liability insurance naming MCT as an additional insured party and protecting MCT and its Tour Actor/Directors against public liability and property damage hazards with combined single limit coverage of not less than \$1,000,000 US. Presenter, its successors, agents and assigns shall indemnify and hold MCT, its successors, agents and assigns, harmless from all claims made against MCT resulting from any loss, injury, damage, cost or expense, including legal fees, to any person or property resulting from Presenter's negligence. This provision shall bind Presenter, its successors or assigns, and shall cover all acts of its agents or employees and any other persons or entities associated with Presenter or MCT.

INSURANCE REQUESTS BY PRESENTER:

Should the Presenting Organization require additional insurance/endorsements, beyond MCT's coverage, the Presenter shall pay all associated fees.

REGULATORY COMPLIANCE: Presenter shall be solely responsible for taking all reasonably appropriate action to ensure that all Contract activities and each audition, rehearsal, workshop and performance complies with the applicable governmental regulations.

BACKGROUND CHECKS: Criminal background checks and fingerprinting have been completed by nationally recognized companies on every member of the Tour Staff. Extensive personal and professional reference checks have also been conducted by MCT's Human Resources Department. Should the Presenting Organization require additional background checks and/or fingerprinting, the Presenter shall pay all associated costs and fees.

ACCESSIBILITY: Presenters should secure physically accessible facilities where the program is held. Additional accommodations should be made in a timely manner upon request.

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TOURING CONTRACT ☀ 2022-2023 SCHOOL YEAR

BOX OFFICE: Presenter is solely responsible for the pricing and sale of tickets and is entitled to all income from ticket sales.

CASTING: Approximately 50-60 students will be cast in the show. There is no guarantee that everyone who auditions will be cast.

RESPONSIBLE PARTIES/MANDATORY SUPERVISION:

The two MCT Tour Actor/Directors are responsible for the supervision of those cast members called for specific rehearsal sessions, as indicated on the cast letter, during the designated rehearsal times, including the 15 minute snack/dinner break. However, such supervision does not create an employer/employee relationship between MCT Tour Actor/Directors and the cast members. Nor does such supervision negate or reduce the Indemnification Provisions herein. Supervision of cast members outside of the designated 4 hours and 15 minutes of rehearsal time each day is the responsibility of the Presenter.

ADVERTISING & PUBLICITY: Presenter shall pay all costs for local publicity and performance promotion shall be paid by the Presenting Organization. MCT shall furnish Presenter with online access to the Presenter Information Materials approximately NINETY (90) days prior to the residency, including graphics, media releases, photo and music score. Presenter must include MCT authorship credit and copyright information on show program. Presenter is strongly encouraged to give recognition in their advertising to any/all appropriate state arts councils/funding agencies for their support of the MCT touring program.

HOUSING: Presenter shall provide housing a total of seven (7) nights for the two MCT Tour Actor/Directors, Sunday to Sunday, regardless of schedule variations set by Presenter (i.e., Tuesday start, Friday shows). If the MCT Tour Marketing Office dictates a Tuesday start or Friday shows, housing will be provided a total of (6) nights, starting the night before the residency duties begin and ending the morning after the last performance. Accommodations shall be private (one person per room), clean, comfortable and safe for the two Tour Actor/Directors, either in a hotel/motel or private home(s), equipped with a phone land-line or sufficient cell phone coverage. Providing meals for the Tour Actor/Directors is optional.

FEE: The total balance due, for ALL services rendered (*including extra workshops or performances scheduled at time of residency*), must be paid on or before the day of the performance. A \$50.00 late charge will be added to the residency fee unless other arrangements have been negotiated with MCT prior to the residency.

PARKING: All parking costs related to conducting the residency week (including lodging) will be paid by the Presenter.

DVD POLICY: Presenter may record the MCT production to sell or commercially broadcast subject to the following:

- The DVD licensing flat fee applies to all sales of show DVDs - \$25 if DVD is created by the MCT Presenting Organization and \$50 if DVD is created by a professional organization.
- Broadcasts may not occur simultaneously with the live performance of the play.
- MCT must be credited as producer of the play.
- Visual or oral credits must be included on the DVD. Credits for each particular show are included on the Show Program Template in the Presenter Materials (which will be sent approximately 90 days prior to the residency).
- The DVD must contain a visual or oral statement that DVD is only for personal use.
- MCT shall receive a complimentary copy of the DVD.

MISSOULA CHILDREN'S THEATRE

A PRODUCTION OF MCT, INC.

MCT, Inc.
200 North Adams
Missoula, MT 59802-4718

direct line 406-829-5202
406-728-1911
fax: 406-721-0637
tour@MCTinc.org
www.MCTinc.org

TOURING CONTRACT ☀ 2022-2023 SCHOOL YEAR

MCT SHOW T-SHIRTS AND CDs: The MCT Tour Actor/Directors may have show T-shirts and/or music CDs available for sale. Proceeds from the sale of these concessions are a part of the Tour Actor/Directors weekly income. This supplemental income helps maintain low residency fees. Presenter may not use MCT logos or photos to create T-shirts. A \$300 penalty shall be assessed if: 1) T-shirts are produced by Presenter or its agents using MCT logos or photos; 2) the MCT Tour Actor/Directors are prohibited from selling their T-shirts/CDs by Presenter. If Presenter has an in-house policy on commissions, the Tour Actor/Directors must be informed of that policy during their call on the Tuesday two weeks before the residency, so they may alter the prices accordingly. Commissions will not exceed 30% and will not apply if this notification is not given. MCT logos are copyrighted, and thus may not be reproduced on *any* items to be sold or distributed. Logos can be used for show program and advertising purposes only.

WORKSHOPS: Three classroom workshops are included in the week-long residency. A list of workshops is included in the online Presenter Information Materials. Workshops will be scheduled with the Tour Actor/Directors and may be performed only in accordance with the group size specifications detailed on the workshop list. The workshop schedule must be finalized and provided to the team by the end of the first day of the residency following rehearsals. If the schedule is not provided verbally or in writing by this deadline, workshops shall not be conducted during the week. All assemblies are equivalent to the cost of three workshops.

EXCHANGE OF SERVICES: Choosing to have only one performance does not change the fee, nor can a performance be traded for extra workshops.

PERFORMANCES: Two (2) public performances are included in the week-long residency. Each additional performance is \$300 U.S. A fee of \$300 U.S. will be assessed for a change of performance venues between shows. Recommended times for performances are 3:00 PM and 5:30 PM on the Saturday of the week. Should Presenter choose to schedule a Friday performance, the performance cannot be scheduled prior to 12 PM.

PIANO/ACCOMPANIST OR RECORDED TRACKS:

Presenter shall provide a piano and piano player who can read music, as needed for rehearsals and performances. The music score is included in the online Presenter Information Materials. In the unfortunate situation that an accompanist cannot be secured, recorded tracks are available. If recorded tracks are used, an additional charge of \$350 will be assessed and a community volunteer must be provided to operate the tracks during the dress rehearsal and performances.

SPACES: Presenter shall provide a minimum of two (2) indoor rehearsal spaces within the same complex. The spaces shall be available throughout the week, with additional workspaces available as requested by MCT prior to the residency. Presenter shall also provide a performance space. The performance space can be a stage, auditorium, cafeteria or gym floor – any space large enough to accommodate the set and 50-60 cast members – keep in mind additional room for the audience. The actual “playing area” (the area in front of the set) must be at least 28’W 16’D 10’H and does not include the additional backstage space required for 50-60 cast members. For size, sound and safety reasons the use of portable stages and/or platforms are strongly discouraged. All performances must take place in the same venue. A fee of \$300 U.S. will be assessed for a change of performance venues between shows.

SET ASSEMBLY: The set will be assembled one time during a residency week. If the Presenter requires the set to be moved or disassembled prior to the culmination of performance(s) a fee of \$300 U.S. shall be assessed.

MCT FEDERAL ID#: 81-0332120

MCT's Handy Guide to Completing Your Contract

The **Audition Day** is typically Monday and includes two hours for the audition, a 15-minute break, followed by two hours of rehearsal for a small portion of the cast. In the event of a holiday or school closure, a Tuesday audition is acceptable. In this instance, performances **MUST** be scheduled on Saturday. The **Audition Time** is the first session of the first day. Set a realistic time for the students to get to the audition location. Those auditioning must be present for the entire two-hour audition. The ideal **Audition Location** is a large open space such as a gym or cafeteria. Those auditioning will be up and moving where the MCT Tour Actor/Directors can see them, normally in a single line, circle or "U" shape. Please keep in mind that everyone who auditions is not guaranteed a part in the show unless pre-registered within our guidelines. As the Presenter, you set the **Rehearsal Time and Locations (2 spaces)** within our guidelines. Two 2-hour rehearsal sessions should be scheduled each day, Monday through Thursday, with a 15-minute snack break scheduled between the sessions for those who will be staying for both sessions. On Friday, the dress rehearsal will take place the first three hours, followed by a 15-minute break, after which the older cast members will remain for one additional hour of rehearsal. On Monday, the first 2-hour session will be the audition and the second 2-hour session will be the first rehearsal. The entire time allotted for rehearsals each day should be 4 hours and 15-minutes.

The suggested **Performance Time(s)** are a 3:00PM matinee and a 5:30PM evening performance with the **Performance Day** being the Saturday of the week. However, the schedule can be adapted to fit the needs of each community. Common variations are two Saturday matinees, or a Friday evening show followed by a Saturday matinee. **The earliest a Friday performance can be scheduled is 12PM.** A "Tuesday Start" is also a common variation. When the week begins on Tuesday, it is necessary to have the shows on Saturday to give the students ample time to polish their performances. The **Performance Location** can be a stage, auditorium, cafeteria or gym floor – any space large enough to accommodate the set and 50-60 cast members – keeping in mind additional room for the audience. The actual "playing area" (the area in front of the set) must be at least 28'W 16'D 10'H and does not include the additional backstage space required for 50-60 cast members. This location needs to be available Thursday through performances (earlier if you have Friday shows). *Note: For size, sound and safety reasons, the use of portable stages and/or platforms is strongly discouraged.*

All MCT Tour shows are designed for school age children. However, **during the summer months the youngest participants must be entering 1st grade.** So, the age range is 1st through 12th grade. This is the optimum range of grades for our productions. There are roles especially suited for all skill and experience levels. At a minimum, we must have those entering 1st grade through 5th grade represented. If you restrict the age level further, it will result in extensive adapting of the script and will decrease the number of students who can participate. As the Presenter, you can choose between an open audition or **Pre-registration**. The Presenter may pre-register up to 60 students onstage and 4 students backstage (Assistant Directors) by following age and capacity guidelines provided by MCT within the Presenter Materials. All pre-registered children must attend the two-hour audition.

The Presenter may record the MCT production to sell. **The DVD licensing fee** applies to all sales of show DVDs - \$25 US (flat fee) if DVD is created by the MCT Presenter and \$50 US (flat fee) if DVD is created by a professional organization. Three theatrically based enrichment workshops are included with your residency week. Each workshop is an age-appropriate, educational, interactive exploration of the performing arts through hands-on activities, conducted by our Tour Actor/Directors. We provide a selection of workshops that are specifically designed for school-age students and are conducted for the participants of your choosing. The complete workshop descriptions are included in the online Presenter Materials. **Additional Workshops**, beyond the three included, cost \$75 US each. Two public performances are included with your residency week. Each **Additional Performance** is \$300 US. Choosing to have only one performance does not change the fee, nor can a performance be traded for workshops.

The **Presenter** is the party, individual, association or company coordinating for the services of MCT (i.e., Longfellow PTA, The Emelin Theatre, etc). The **Main Contact** is the individual linked to the Presenter who typically oversees coordination and receives all pertinent correspondence. The **Team Contact** is the person who will be available the entire residency week to answer questions and assist the Team. The MCT Tour Actor/Directors will call the Team Contact on the Tuesday two weeks prior to the residency to confirm details of the week. The Main Contact and Team Contact can be, and often are, the same person.

If you are unable to provide a **\$500 US deposit** at this time, please complete and sign the contract, include a note indicating when we can expect to receive the deposit, and return to MCT by the due date.

WHAT YOU WILL WANT TO KNOW

ANSWERS TO COMMONLY ASKED QUESTIONS

What about housing?

Providing housing for the two MCT Tour Actor/Directors is your responsibility as the Presenter. Housing must be provided a total of seven (7) nights, Sunday to Sunday, regardless of schedule variations set by the Presenter (i.e. Tuesday start, Friday shows). Housing shall be private (one person per room), clean, comfortable, and safe accommodations, for the two Tour Actor/Directors, either in a hotel/motel or private home(s). Married teams will require only one room with one appropriately sized bed. Obtaining complimentary rooms for the two Tour Actor/Directors is often a possibility if you ask a local motel or hotel well in advance. This enables you to keep your expenses low and helps us keep our fees well below the level of most theatre residency programs.

You may also choose to house the team in a private home(s). For the Tour Actor/Directors, the host families often provide wonderful memories and may launch new friendships. This is a wonderful opportunity for cultural exchange and a “home away from home” experience for the team. The option of a homestay allows you to keep your costs down, but please take care to screen the hosts and accommodate any allergies your tour team may have. This is not only to ensure that the minimum requirements of clean, safe, and comfortable are being met, but to also ensure the health of the tour team. Providing a sofa bed in an open family room or asking the Tour Actor/Directors to share a room (unless married) is NOT acceptable. In addition, please confirm that the lodging is equipped with a telephone land-line or adequate cell phone coverage. This is imperative to ensure the comfort and safety of the team. Please understand that the Tour Actor/Directors, like anyone else, need their privacy. If you are planning to arrange housing for the team at two separate homes, please keep in mind that the team has only one vehicle.

If you have any questions about this, please contact our office before arranging housing for the team. Tour Actor/Directors are trained professionals who wish to do their best while in your community. Their comfort and health are important to the success of your residency week.

How do we arrange for an accompanist?

Providing an accompanist is a contractual obligation of the Presenter and critical to the success of the residency week. The accompanist is needed beginning the second session on Wednesday through the end of the residency week, including performances. It is necessary for the Tour Actor/Directors to work with the same accompanist at rehearsals and performances. The music is not difficult, but specific cues will be set. Local music teachers may serve as a good resource when looking for an accompanist. Choosing someone who can read music and is comfortable with the task is very important. For this reason, students are not always the best choice. The accompanist should arrive before or after the audition session to meet the Tour Actor/Directors and pick up the score. A time will be scheduled for the Tour Actor/Directors and accompanist to briefly run through the music before their first rehearsal with the cast. In the unfortunate situation that an accompanist can't be secured, recorded tracks are available. An additional charge of \$350 will be assessed. Your tour team will have a contract addendum available during your residency week should you decide to utilize the recorded tracks. If recorded tracks are being utilized, you must provide a community volunteer to operate the tracks during the dress rehearsal and performances.

Where do we find the complimentary music score?

A Music Score is available for advance preparation in the Presenter Materials, which is available online at least 90 days prior to the residency week. Please ask your accompanist to meet with the Tour Actor/Directors before or after auditions on the first day of your residency to talk through the schedule and specific cues.

What needs will the Tour Actor/Directors have?

Once they have access to the facility and the students have shown up for the audition, the Tour Actor/Directors are self-sufficient. The best thing you can do from then on is simply BE AVAILABLE. If this is not possible, designate one contact person who will check in with them daily and lock the spaces after rehearsals. Unexpected situations often arise. For example, rooms may be locked or a ladder may be required. The team is not authorized to acquire keys to any facility used during the week.

When will the Tour Actor/Directors arrive?

Usually the two MCT Tour Actor/Directors will arrive the night before your residency begins. If they have an exceptionally long drive from their previous residency site and if their schedule in your community allows, they may arrive in the morning before the audition. When the Tour Actor/Directors call on the Tuesday two weeks preceding your residency, establish a time and place for your first meeting with them. You will also want to cover all the important details listed on the Presenter Checklist

during the advance phone conversation. During your first meeting, allow an hour to walk through the audition, rehearsal and performance spaces.

AUDITION

How many students will be cast?

Approximately 50-60 students will be cast in the show. There is no guarantee that everyone who auditions will be cast.

Where should the audition take place?

The ideal audition location is a large open room such as a gym or cafeteria. All those who audition will be up and moving where the MCT Tour Actor/Directors can see them, normally in a single line, circle or "U" shape. An auditorium can be used, but often does not provide enough open space.

What ages should audition?

All MCT Tour shows are designed for students entering 1st grade through 12th grade. This is the optimum age range for our productions. There are roles especially suited for all ages, skill levels and experience levels. At a minimum, we must have students entering 1st grade through 5th grade. If you restrict the age level further, it will result in extensive adapting of the script and will decrease the cast size.

Should the students prepare anything for the audition?

No advance preparation is necessary, but a SMILE ☺ never hurts at an audition. They should be ready to come and have a good time! Please remember that everyone must stay the entire two hours of the audition.

What time should the audition begin?

Remember that the normal schedule is two 2-hour sessions each day. The audition will be scheduled as the first session of the first day. Set a realistic time for the students to get to the audition location. Everyone is required to be present for the entire 2-hour audition. Due to time constraints, anyone missing the initial audition will not be considered in the casting of the show.

Who are the Assistant Directors?

During the audition, one to four Assistant Directors (ADs) ages ten and older, are selected to help teach and direct the show early in the week and take on technical responsibilities at performance time. Their logistical help and creative ideas are a vital part of our process and the experience of the ADs can be just as valuable as that of any cast member. They are normally older students, and they must take part in the audition session. It is a common misconception that junior high and high school students can only be involved in an AD capacity. Please note that there are roles in the show designed for older students as well.

REHEARSALS

Where do rehearsals take place?

Throughout the entire residency week, two rehearsal spaces are required. The first space must be a large room, preferably the performance space. The second space should be at least the size of a large, uncluttered classroom, where twenty students can move about freely. The same two spaces should be used the entire week. We recommend that you reserve these two spaces early to avoid conflicts with other events.

What is the best rehearsal schedule?

As the Presenter, you set the rehearsal schedule within our guidelines. Two 2-hour rehearsal sessions should be scheduled each day, Monday through Friday, with a 15-minute snack break scheduled between the sessions for those who will be staying for both sessions. On Monday, the first 2-hour session will be the audition and the second 2-hour session will be the first rehearsal. The entire time allotted for rehearsals should be 4 hours and 15-minutes. We recommend a rehearsal schedule of 10:00AM to 2:15PM during the summer. Specifically, the first session would run from 10:00AM to 12:00PM, followed by a 15-minute snack break until 12:15PM. The second session would run from 12:15PM to 2:15PM. On Friday, the dress rehearsal will take place the first three hours, followed by a 15-minute break, after which the older cast members will stay for an additional 1-hour rehearsal session. We encourage you to follow the same schedule every day throughout the week.

Not all of the students are required at every rehearsal. The MCT Tour Actor/Directors will have a complete schedule to distribute after the audition. This schedule will need to be duplicated on the audition day. Approximately 60 copies of the letter are required.

Please Note: In the case of a Tuesday start or a Friday show, extra rehearsal time may be added to the rehearsal sessions - specific times may vary.

Can parents and teachers watch rehearsals?

All our rehearsals are open to parents and teachers. Be aware, however, that it may be fun for the students to surprise their parents at the end of the week by showing what they have accomplished! Please understand that we cannot allow guests to disrupt the rehearsals. Productive rehearsals depend on the focused work of the cast members involved.

PERFORMANCES

Where should the performances take place?

The performance space can be a stage, auditorium, cafeteria or gym floor – any space large enough to accommodate the set and 50-60 cast members – keeping in mind additional room for the audience. The actual “playing area” (the area in front of the set) must be at least 28’W 16’D 10’H and does not include the additional backstage space required for 50-60 cast members.

Note: For size, sound and safety reasons, the use of portable stages and/or platforms is strongly discouraged.

When should the performance space be available?

It is important that the Tour Actor/Directors have an opportunity to assemble the set prior to performance day and preferable to have at least one full day of rehearsal in the actual performance space. If possible, we recommend the performance space be available for set assembly and rehearsals beginning on Thursday through performance day (earlier if you are having Friday shows).

When should the performances take place?

The suggested performance times are a 3:00PM matinee and a 5:30PM evening performance on the Saturday of the week. However, the schedule can be adapted to fit the needs of each community. Common variations are two Saturday matinees, or a Friday evening show followed by a Saturday matinee. **The earliest a Friday performance can be scheduled is 12PM.** A “Tuesday Start” is also a common variation. When the week begins on Tuesday, it is necessary to have the shows on Saturday to give the students ample time to polish their performances. Choosing to have only one performance does not change the fee, nor can a performance be traded for extra workshops.

How much should we charge for tickets?

You may set your ticket prices at whatever level you wish. The ticket price should depend on your community and what other kinds of events your audience attends. We strongly encourage you to evaluate your costs before setting the price. Do not underestimate the value of this project for your community or think that you need to “give it away.” Remember that your students have worked hard and are very proud of their show. In Missoula, we charge \$10 for adults, \$7 for seniors and \$5 for children. We encourage you to seek all possible funding sources to support your residency: banks, law firms, grocery stores, the local mall, fast-food restaurants, businesses that cater to students and families. A Rotary, Lions or Kiwanis club may be willing to be a partner with you in this project. It can prove to be an excellent way to involve the business community in your children’s lives. If you choose to offer the performances free of charge, consider collecting donations for a local charity or non-profit group, such as a food bank.

WORKSHOPS

What are they?

Three theatrically based enrichment workshops are included with your residency week. Each workshop is a 45-minute, age-appropriate, educational, interactive exploration of the performing arts through hands-on activities, coached by our professional Tour Actor/Directors. We provide a selection of workshops that are specifically designed for school-age students and will be conducted for the participants that you choose.

How do we schedule them?

The workshops are scheduled at your discretion within our guidelines. Please determine your workshop schedule prior to the residency week, and share your schedule with the team, who will be making an advance phone call to the “Team Contact” the Tuesday two weeks prior to your residency week. The Tour Actor/Directors will be planning other production-oriented activities around this schedule. The workshop schedule must be finalized and provided to the team by the end of the first day of the residency following rehearsals. If the schedule is not provided verbally or in writing by this deadline, workshops will not be conducted during the week.

POST-RESIDENCY

How do we book for next year?

The MCT Tour Project is divided into three parts: The Summer Tour (June-August), The Fall Tour (September- December) and The Winter/Spring Tour (January-May). We begin the booking process for each tour approximately a year in advance. All Presenters who are currently on our mailing list will receive a booking form- Request for Residency Form- via email in July for the following Summer and November for the following School Year. Routing the Tour is a very complex process. Requests are filled on a first-come, first-served basis. Waiting lists are common for many areas of the country. The prompt return of your Request for Residency Form and your flexibility in scheduling are greatly appreciated!

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

MEETING DATE: 5-17-2022

AGENDA ITEM #: 32

AGENDA TITLE: Student Attendance Agreements - Lambert

SUMMARY: The Lambert School District just sent us Student Attendance Agreements for the 2021-2022 school year. I believe this was not completed in the fall due to a change in administration that took place last summer. I recommend approval, as our district has done in previous years, as the student list has not changed.

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: 5-17-2022

AGENDA ITEM #: 33

AGENDA TITLE: Student Activities Account Closure – Class of 2021

SUMMARY: Lora would like to recommend the closure of the student activity account for the Class of 2021. The account balance is zero.

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: 5-17-2022

AGENDA ITEM #: 34

AGENDA TITLE: Budget Amendment Proclamation

SUMMARY: During the current budget year our district received oil and gas tax revenue that exceeded our budget expectations. In order to amend these additional funds into our budget, the district must complete a two-step process. The budget amendment proclamation is the first step. Attached please find a copy of the proposed budget amendment proclamation.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Colvin					
Anderson					
Bergum					
Walker					

**BUDGET AMENDMENT PROCLAMATION
CULBERTSON SCHOOL DISTRICT NO 17
ROOSEVELT COUNTY**

At a regular meeting of the Board of Trustees of Culbertson School District No 17, Roosevelt County, Montana, held May 17, 2022, at 6:30 p.m. in the Lunch Room, the following resolution was introduced:

WHEREAS, the Trustees of Culbertson School District No 17, Roosevelt County, Montana, have made a determination that as a result of an unforeseen need of the district that cannot be postponed without affecting the safety of students and employees or the educational functions of the district, the district's budget for the general fund does not provide sufficient financing to properly maintain and support the district for the entire current school year; and

WHEREAS, the Trustees have determined that an amendment to the elementary school budgets in the amount of **\$200,000.00** and the high school budgets in the amount of **\$100,000.00** is necessary under the provision of Section 20-9-161(6), MCA; for the purpose of building improvements and

WHEREAS, the anticipated source of financing the budget amendment expenditures shall be oil and gas revenues permitted under Section 20-9-310(7), MCA;

THEREFORE BE IT RESOLVED that the Board of Trustees of Culbertson School District No 17, Roosevelt County, Montana, proclaims a need for an amendment to the elementary school budgets for fiscal year 2021-2022 in the amount of \$200,000 and the high school budgets in the amount of \$100,000 under Section 20-9-161(6), MCA, for the purpose identified above, and;

BE IT FURTHER RESOLVED that the Board of Trustees of Culbertson School District No 17, Roosevelt County, Montana, will meet at 6:30 p.m. in the Lunch Room on June 21, 2022, for the purpose of considering and adopting the budget amendment.

Chairperson
Board of Trustees

District Clerk
Board of Trustees

DATE BUDGET AMENDMENT WAS ADOPTED: _____, 20__

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

MEETING DATE: 5-17-2022

AGENDA ITEM #: 35

AGENDA TITLE: 2022-2023 Classified Staff Wage Adjustment

SUMMARY: In light of the recent increase in the State Minimum Wage and the effect that it has on our current wage scale, Lora and I would like to recommend a 5% increase to the wages of the Classified Staff for the 2022-2023 school year. This is viewed as a one-time adjustment that will be in addition to their normal 3% or 5% annual increase in wages.

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: 5-17-2022

AGENDA ITEM #: 36

AGENDA TITLE: Unanticipated Non-Levy Revenue Expenditures

SUMMARY: The increased price of oil has brought additional revenue into our school budgets. Lora would like to make available approximately \$300,000 for projects of the Board's choosing. Attached are two pages of projects that have been mentioned in the past with some approximate costs and timelines.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Colvin					
Anderson					
Bergum					
Walker					

Non-Levy Revenue Expenditures

Item	Description	Cost (* if estimated)	Estimated Date of Completion
1	finish concrete parking lot west of elementary addition *	\$ 75,000	July or August 2022
2	replace choral risers *	\$ 20,000	August 2022
3	replace garage door and walk door, add garage door to old boiler shed	\$ 18,000	August 2022
4	remove coal boiler and old propane boiler, coal hopper, exhaust stack *	\$ 30,000	July 2022
5	fix the elementary wing plumbing *	\$ 30,000	July 2022
6	finish the landscaping along Highway 2 *	\$ 2,500	July 2022
7	elementary gym bleachers	\$ 32,000	Fall 2022
8	football field lighting (cleaning, new breakers, some new bulbs, etc.)	\$ 10,000	Fall 2022
9	elementary gym mechanized shades *	\$ 10,000	Fall 2022
10	purchase and install star quilt shadow boxes *	\$ 1,500	July 2022
11	Old Armory Reroofing *	\$ 30,000	Fall 2022
12	Cleanup the area north of the football field *	\$ 10,000	July 2022
	Subtotal	\$ 259,000	

Non-Levy Revenue Expenditures

Item	Description	Cost (* if estimated)	Estimated Date of Completion
13	Repainting Old Armory exterior*	\$ 30,000	Summer 2023
14	Replace Old Armory boilers*	\$ 125,000	Summer 2023
15	Replace Old Armory ceiling tiles*	\$ 15,000	Summer 2023
16	Replace Old Armory Interior Lights*	\$ 15,000	Summer 2023
17	Refurbish Old Armory Entry*	\$ 20,000	Summer 2023
18	Refurbish Old Armory Bathrooms*	\$ 20,000	Summer 2023
19	Replace Old Armory padding in front of the stage*	\$ 5,000	Summer 2023
20	Refurbish Old Armory Stage*	\$ 5,000	Summer 2023
21	foundation repair on westside of school by SPED/Ag classrooms*	\$ 25,000	Summer 2023
22	replace some exterior vinyl windows on ELEM & HS wings*	\$ 75,000	Summer 2023
23	replace some of the playground equipment*	\$ 300,000	Summer 2023
	Subtotal	\$ 635,000	

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

MEETING DATE: 5-17-2022

AGENDA ITEM #: 37

AGENDA TITLE: Board Policies – 1st Reading

SUMMARY: Attached are a few Board policies for 1st Reading. I recommend approving these policies for posting for public comment. The recommended additions are in ***BOLD ITALIC*** print, while the recommended deletions are in ~~strikeout~~. These policies will then be made available for possible adoption at the regular June Board meeting.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Colvin					
Anderson					
Bergum					
Walker					

1 **Culbertson School District**

2
3 **PERSONNEL**

5140

page 1 of 2

4
5 Classified Employment and Assignment

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

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

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

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

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

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

Salary Scale

All support personnel shall have their starting salaries ***based on the following index in relation to the State Minimum Wage.*** ~~fixed by the Board according to the following scale:~~

Aides, Tutors	School Maintenance Director	School Custodial Director	Custodian, <i>Asst. Maintenance</i>
\$11.70 1.45	\$15.60 1.95 <i>plus \$2 per hour for current Boiler License</i>	\$14.63 1.70	\$13.00 1.55

Head Cook	Assistant Cook	Cook's Helper	Secretary	Activities Secretary, Clerk's Assistant
\$14.63 1.70	\$12.35 1.40	\$11.38 1.30	\$11.70 1.45	\$13.00 1.60

At the conclusion of the six month probationary period, the employee will receive an index pay increase of .05 per hour.

During the probationary period of employment, the employee benefit package that includes, but is not limited to, the insurance stipend and earned leave, will be calculated on a per hour worked basis.

Each employee will receive a 3% increase annually during each year of the first four years of employment. Each employee will then receive a 5% increase for the fifth year of employment. This cycle of increases will continue with a 3% increase for the sixth through ninth years and a 5% increase for the tenth year of employment. The cycle will then continue throughout the employment of classified personnel.

Classified staff members that are assigned and teach a "bonafide" class, that is listed on the class schedule and approved by the administration, will be compensated an additional \$500 per class period per semester/trimester. Such classes will require lesson plans, student performance evaluations, student performance reporting, etc. All due compensation will be paid at the completion of each semester/trimester.

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

1			
2			
3	<u>Policy History:</u>		
4	Adopted on:	August 11, 2003	
5	Reviewed on:	October 20, 2021	
6	Revised on:	August 23, 2004	December 17, 2007
7		July 21, 2009	September 21, 2010
8		March 22, 2018	September 15, 2020
9		November 16, 2021	September 16, 2008
			July 21, 2011
			September 14, 2021

1 **Culbertson School District**

2
3 **PERSONNEL**

5801

4
5 Certified Staff Compensated Absence Leave

6
7 The Culbertson School District recognizes the importance of having certified staff instructing
8 students each day of the school year. Therefore, the District will establish policy to allow
9 certified teachers to accrue and utilize compensated absence leave time.

10
11 Earning Compensated Absence Leave Time

12
13 Certified Teachers may earn compensated Absence Leave Time by voluntarily forgoing
14 all or part of their preparation period to cover another teachers' class.

15
16
17 Utilizing Compensated Absence Leave Time

18
19 Compensated Absence Leave Time can be utilized in the same manner as personal leave.

20
21
22 Carry Over

23
24 Teachers may carry over up to ~~sixteen (16)~~ **thirty-two (32)** hours of time from the
25 conclusion of one school year to the start of the next school year. Any time remaining
26 beyond the ~~16~~ **32** hour carry over limit will be ***either paid to the certified employee at a***
27 ***rate equal to the certified staff substitute wage or*** donated to the District Sick Leave
28 Bank, ***at the choice of the employee.***

29
30
31
32 Policy History:

33 Adopted on: January 16, 2014

34 Reviewed on:

35 Revised on: July 17, 2018 September 14, 2021

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

MEETING DATE: 5-17-2022

AGENDA ITEM #: 38

AGENDA TITLE: Summer Weight Room Dates/Times

SUMMARY: We are currently preparing to survey the students and staff for extending the Weight Room availability into the summer once the school year concludes. We are in hopes of offering a morning and an evening lifting times Monday through Friday. I hope to have a recommend for the Board to consider at the meeting on Tuesday.

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: 5-17-2022

AGENDA ITEM #: 39

AGENDA TITLE: Summer Custodian Roster

SUMMARY: Karen Eggett would like to recommend adding Rachel Glavin to the summer custodian roster.

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: 5-17-2022

AGENDA ITEM #: 40

AGENDA TITLE: 2020-2021 Audit Report

SUMMARY: The 2020-2021 Audit Report has finally been returned to us and is now being presented to the Board for review and approval. As this is such a large document, it will be sent out as an additional attachment in an email.

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: 5-17-2022

AGENDA ITEM #: 41

AGENDA TITLE: 2022-2023 School Board Committee Assignments

SUMMARY: Attached please find a copy of the Board committee assignments from the current school year.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Colvin					
Anderson					
Bergum					
Walker					

Culbertson School Board Committees

2021-2022

<u>Committee</u>	<u>Members</u>	<u>Chair</u>
Personnel	All Board Members	Paul Finnicum
Finance	All Board Members	Paul Finnicum
Curriculum	Paul Finnicum Luke Anderson Mark Colvin	Mark Colvin
Policy	Eric Bergum Ian Walker	Eric Bergum
Professional Development	Luke Anderson Mark Colvin	Mark Colvin
Facility	Eric Bergum Paul Finnicum	Paul Finnicum
Technology	Mark Colvin Eric Bergum	Eric Bergum
Vocational	Luke Anderson Eric Bergum	Luke Anderson
Public Relations	Paul Finnicum Ian Walker	Paul Finnicum
Athletics	Mark Colvin Luke Anderson	Luke Anderson
Negotiations	Paul Finnicum Mark Colvin	Paul Finnicum

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.