

AGENDA

Board of Trustees
Regular Meeting
July 21, 2025



Great Falls Public Schools

1100 Fourth Street South, Great Falls, Montana



Welcome to the Great Falls Public Schools Board of Trustees meeting!

Is this your first meeting?

If this is your first time attending a meeting, let us extend our special welcome! These meetings are designed to give everyone the opportunity to participate in seeing how the Great Falls Public Schools Trustees facilitate school business.

What is the purpose of these meetings?

The meetings of the Great Falls Public Schools Board of Trustees are open to the public, are recorded, and may be accessed on our website for up to one year. These meetings are held to officially conduct the business of the school district, as governed by Montana law. Trustees are responsible for key decisions, some of which include hiring employees, reviewing negotiated agreements, approving new curriculum or changes to existing curricula, facility usage requests, and paying of monthly expenses.

How can I address the Trustees?

If you would like to address the Board of Trustees on any matter, please fill out a "Request to Speak" card available from the Clerk of the Board at each meeting. Return this card to the Clerk of the Board or the Board Chairperson. This will allow the Chairperson to recognize you at the appropriate time in the meeting and to guarantee you the opportunity to address the Board. There are federal and state laws that must be followed when addressing the Board to protect the privacy of individuals and to conduct business in an orderly manner. Details can be found on the "Request to Speak" card.

**Again – thank you for participating in this democratic process – we
appreciate your presence!**

– The Great Falls Public Schools Trustees

GREAT FALLS PUBLIC SCHOOLS

Great Falls, MT



BOARD OF TRUSTEES

Gordon Johnson	Chairperson
Kim Skornogoski	Vice Chairperson
Bill Bronson	Trustee
Craig Duff	Trustee
Marlee Sunchild	Trustee
Amie Thompson	Trustee
Paige Turoski	Trustee

SUPERINTENDENT'S CABINET

Heather Hoyer	Superintendent of Schools
Brian Patrick	Director of Business Operations
Lance Boyd	Executive Director for Student Achievement
Jackie Mainwaring	Executive Director for Student Achievement
Luke Diekhans	Director of Human Resources
Jeff Williams	Director of Information Technology
Stephanie Becker	Director of the GFPS Foundation



Great Falls Public Schools Board of Trustees Meeting

AGENDA

July 21, 2025

5:30 p.m.

Aspen Meeting Room – District Office Building
1100 4th Street South, Great Falls, Montana

We Successfully Educate Students to Navigate the Future

			Page
I.	CALL TO ORDER – PUBLIC DECLARATION OF RECORDED MEETING	Chairperson Johnson	
II.	ROLL CALL	Brian Patrick	
III.	PLEDGE OF ALLEGIANCE	Chairperson Johnson	
IV.	ADOPT AGENDA	Chairperson Johnson	
V.	APPROVE CONSENT AGENDA	Chairperson Johnson	
<i>The Consent Agenda consists of routine business items related to the operation of the District. Any trustee may remove an item from the Consent Agenda for discussion. Items so removed will be discussed and acted upon separately under ACTION: OTHER</i>			
A.	Minutes of June 23, 2025 Regular Meeting	Brian Patrick	<u>7</u>
B.	Personnel Actions	Luke Diekhans	<u>12</u>
C.	Good Apple Awards	Luke Diekhans	<u>15</u>
D.	Montana School Bus Driver Certificates – OPI TR-35	Brian Patrick	<u>17</u>
E.	Centerville Public Schools Bus Stop Request Within the Great Falls Public School District Boundaries	Brian Patrick	<u>18</u>
F.	Belt Public Schools Bus Stop Request Within the Great Falls Public School District Boundaries	Brian Patrick	<u>20</u>
G.	Sun River Valley District Bus Stop Request Within the Great Falls Public School District Boundaries	Brian Patrick	<u>23</u>
H.	Vaughn School District Bus Stop Request Within the Great Falls Public School District Boundaries	Brian Patrick	<u>25</u>
I.	Donation of Flat Screen Monitors and Keyboards from Malmstrom Air Force Base (MAFB)	Brian Patrick	<u>28</u>

VI. COMMUNICATION

- | | | |
|---|------------------|---------------------------|
| A. Great Falls Public Schools Foundation Report | Stephanie Becker | <u>29</u> |
| B. Superintendent Report | Heather Hoyer | |
| C. Audience Communication | | |

VII. ACTION ITEMS

- | | | |
|---|---------------------|----------------------------|
| A. Transfer of Budgeted Funds – Elementary General Fund (101) to Elementary Compensated Absences Fund Budget (121) and High School General Fund Budget (201) to High School Compensated Absences Fund (221) | Brian Patrick | <u>30</u> |
| B. 2025-2026 Student Handbook | Lance Boyd | <u>31</u> |
| C. Professional Development Plan for 2025-2026 | Lance Boyd | <u>146</u> |
| D. Calumet Protested Taxes | Brian Patrick | <u>148</u> |
| E. Collective Bargaining Agreement Between Board of Trustees of School District No.1 and A and Great Falls Education Association (GFEA) | Luke Diekhans | <u>150</u> |
| F. Collective Bargaining Agreement Between Great Falls Technology Association, MFPE and Great Falls Public Schools | Luke Diekhans | <u>201</u> |
| G. Collective Bargaining Agreement Between Local Union 400 of the International Union of Operating Engineers, AFL-CIO and Great Falls Public Schools | Luke Diekhans | <u>221</u> |
| H. 2025-2026 GFPS TRS/PERS Administrators & Supervisors Compensation | Luke Diekhans | <u>247</u> |
| I. Electronic Vote on Montana School Boards Association Business | Chairperson Johnson | <u>250</u> |

VIII. ACTION: OTHER

Chairperson
Johnson

IX. REPORTS, DISCUSSION, AND POLICIES

- | | | |
|--|---------------------|----------------------------|
| A. First Reading of Revised Board Policies 2158 – <i>Family Engagement Policy</i> ; 3122 – <i>Attendance Policy</i> ; and 3600 – <i>Student Records</i> | Heather Hoyer | <u>266</u> |
| B. Discussion, Committee Reports, and Comments | Chairperson Johnson | |

UPCOMING EVENTS

Chairperson
Johnson

Wednesday, July 30, 2025	3:30 p.m.	Board Policy Committee Meeting	District Office Building
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Monday, August 11, 2025	5:30 p.m.	Regular Meeting	District Office Building
Thursday, August 21, 2025	5:30 p.m.	Board Work Session	District Office Building
Monday, August 25, 2025	5:30 p.m.	Regular Meeting	District Office Building
Monday, September 8, 2025	5:30 p.m.	Regular Meeting	District Office Building

ACTION TO ADJOURN

Chairperson
Johnson

 Great Falls Public Schools Great Falls, MT	Turoski	Thompson	Sunchild	Skornogowski	Johnson	Duff	Bronson
Motion							
Second							
Ayes							
Nays							
Abstain							

GREAT FALLS PUBLIC SCHOOLS

MEETING DATE: July 21, 2025

CATEGORY: Consent

AGENDA ITEM NUMBER: V. A.

CABINET MEMBER: Brian Patrick

TOPIC

Minutes of the June 23, 2025 Regular Board Meeting

STRATEGIC PLAN

Stewardship and Accountability

BACKGROUND AND DISCUSSION

The Board is required to approve the minutes of each Board meeting. The minutes of the June 23, 2025 Regular Board Meeting are presented for approval.

FISCAL IMPLICATIONS

None

RECOMMENDATION

The District Board is requested to approve the minutes of the June 23, 2025 regular Board meeting as presented. For more information about this item, please contact Superintendent Heather Hoyer at (406) 268-6001 or Director of Business Operations Brian Patrick at (406) 268-6050.

[Return to Agenda](#)

**MINUTES OF THE REGULAR MEETING
OF THE BOARD OF TRUSTEES
HELD JUNE 23, 2025**

A duly called Regular Meeting of the Board of Trustees of the Great Falls Public Schools was held at the District Offices Building, 1100 4th Street South, on the 23rd day of June 2025.

Chairperson Johnson reported that, per Board Policy 1420, all Board meetings are recorded and posted on the District website for one (1) year.

ROLL CALL: Brian Patrick took roll call.

Trustees Present: Gordon Johnson - Chairperson
Kim Skornogoski – Vice-Chairperson
Bill Bronson
Craig Duff
Marlee Sunchild
Amie Thompson
Paige Turoski

Others Present: Heather Hoyer, Superintendent; Brian Patrick, Director of Business Operations; and Lance Boyd, Executive Director of Student Achievement. Also present was Tom Cubbage, Great Falls Education Association President.

At 5:30 pm, Chairperson Johnson called to order the Regular Meeting of the Board of Trustees and asked everyone to join in the Pledge of Allegiance.

ADOPT AGENDA

Motion – Paige Turoski, Seconded – Kim Skornogoski, passed unanimously to adopt the agenda as presented.

APPROVE CONSENT AGENDA

Motion – Kim Skornogoski, Seconded – Bill Bronson, passed unanimously to approve the Consent Agenda as presented.

A. Minutes of the June 9, 2025, Regular Board Meeting – The Board approved the minutes of the June 9, 2025, Regular Board Meeting as presented.

B. Minutes of the June 18, 2025 Special Board Meeting – Open Session – The Board approved the minutes of the June 18, 2025, open session of the Special Board Meeting as presented.

1 **C. Minutes of the June 18, 2025, Special Board Meeting – Closed Session** – The
2 Board approved the minutes of the June 18, 2025, closed session of the Special Board
3 Meeting as presented.

4
5 **D. Personnel Actions** – The Board approved the Personnel Actions as presented.

6
7 **E. Incoming Student Attendance Agreements for the 2025-2026 School Year** – The
8 Board approved the incoming student attendance agreements for the 2025-2026 school
9 year the students listed in the agenda. Tuition will be paid for by the District of
10 Residence.

11
12 **F. Student Activity Monthly Report for May 2025** – The Board approved the Student
13 Activity Accounts for May 2025.

14 15 16 **COMMUNICATION**

17 18 **A. Superintendent Report –**

19 Superintendent Hoyer provided an update on the twenty-one (21) current job openings
20 in the District. She stated that the District is waiting to hear from two applicants which
21 would bring open positions down to nineteen (19). Superintendent Hoyer also reported
22 that Brian Patrick has agreed to extend his retirement date as the Director of Business
23 Operations until someone is hired for the position. He has also agreed to mentor the
24 new employee as needed.

25 Throughout the year the Board has received updates about the peer mentoring group,
26 advised by Marla Hauser and Andrea Savage. Superintendent Hoyer is pleased to
27 announce that the group has a new name and logo. The group will now be known as
28 *LIFT*, which stands for Listen, Inspire, Foster, and Trust.

29 Congratulations to Caimbrie Brost, a C.M. Russell High School (CMR) Health
30 Occupations Students of America (HOSA) student, on placing 1st internationally in
31 Sports Medicine. This is the first time a Great Falls Public Schools HOSA student has
32 medaled on a global stage.

33 Superintendent Hoyer welcomed new staff members to Great Falls Public Schools and
34 stated that the most popular posts on the District Facebook website are about students
35 and teachers. She highlighted three (3) new teachers that will start in August.

36 She reviewed the Summer Learning opportunities that are currently taking place within
37 the District including, but not limited to, summer jumpstart, culture camp and driver's
38 education.

39 Superintendent Hoyer stated that the Annual Book Giveaway took place June 18-19,
40 2025, at Paris Gibson Education Center and was a huge success. A big thank you was
41 given to Administrative Assistant Dennis Martin for organizing the event.

42 Superintendent Hoyer stated that summer is the starting point for major maintenance
43 and improvement projects throughout the District. She highlighted Lewis and Clark
44 Elementary Schools' inclusive regional playground project and will continue to update
45 the Board on other work being done as a result of feedback from *Armed Intruder*
46 *Training* that was required of District staff this year.

47 Superintendent Hoyer presented data on six (6) years of major behavioral incidents.
48 "Major behavioral Incidents" include - aggravated assault, attendance, disorderly

conduct, fighting, insubordination, and school treats. In reviewing the data, the District has seen a 13.36% reduction in major incidents. Superintendent Hoyer reported that Longfellow Elementary School reduced their total behavioral incidents by 72%.

B. Audience Communication – None

ACTION ITEMS

A. Financial Report and Check Register for May 2025 - Director of Business Operations, Brian Patrick, presented the financial report and check register for May 2025.

Motion – Paige Turoski, Seconded – Kim Skornogoski, passed unanimously to approve the May 2025 Financial Report and Accounts Payable checks #139212 - #139742 in the amount of \$2,316,020.49 and Payroll checks #83937 - #84133 in the amount of \$338,451.92 as presented.

B. Acceptance of Donor-Funded Building Enhancement Projects Through the Great Falls Public Schools Foundation – Great Falls Public Schools Foundation's Building Enhancement Chair, Jamie Marshall, reported that the foundation received estate funds from Nancy A. Cameron for elementary media centers in the District. Library renovations have been completed at West and Lewis and Clark Elementary Schools as a result of this estate gift. The total funding that was allocated to these projects was \$200,000. She stated that the final cost for these projects is \$108,187.01 at West Elementary School and \$92,079.82 at Lewis and Clark Elementary School. Special thanks were given to Building and Grounds Assistant Supervisor, Jack Norris, and Executive Directors, Jackie Mainwaring and Lance Boyd, for overseeing these projects to completion.

Motion – Paige Turoski, Seconded – Bill Bronson, passed unanimously to accept the funding of these improvements to District properties with thanks to the donors.

ACTION: OTHER

There were no items extracted from the Consent Agenda to discuss.

REPORTS, DISCUSSION, AND POLICIES

A. Discussion, Committee Reports, and Comments –

Trustee Turoski stated that she respects the peer mentor group, what they stand for, and what they do. She thanked Superintendent Hoyer for the staffing update and wished everyone a happy summer.

Trustee Sunchild congratulated Longfellow Elementary School on their reduction of behavioral issues and stated that she is excited to see the completion of the inclusive regional playground at Lewis and Clark Elementary School.

1 Trustee Duff expressed his apologies for missing the last Board meeting but is looking
2 forward to learning the duties and responsibilities of a Great Falls Public Schools
3 Trustee.
4 Trustees Bronson, Thompson and Skornogoski thanked Mr. Patrick for postponing his
5 retirement date until his position is filled and agreeing to mentor the new employee as
6 needed.
7 Trustee Thompson stated that she is impressed with the new *LIFT* logo and recognized
8 Trustee Skornogoski's input on the design.
9 Trustee Skornogoski thanked Superintendent Hoyer for the major incidents data
10 presented during her report. She also thanked Jamie Marshall and the GFPS
11 Foundation for their continued support along with private sectors and donors supporting
12 our schools.
13 Chairperson Johnson thanked fellow Trustees, the community and administration for
14 their work and dedication to the District.
15
16

17 **UPCOMING EVENTS**

18
19 Chairperson Johnson said the next Regular Board Meetings are scheduled for Monday,
20 July 21, 2025, and Monday, August 11, 2025.
21
22

23 **ACTION TO ADJOURN**

24
25 Chairperson Johnson adjourned the Regular Meeting of the Board of Trustees at 5:50
26 p.m.
27
28
29
30

31 _____
Gordon Johnson, Chairperson

32 _____
33 Brian Patrick, Clerk
34

 Great Falls Public Schools Great Falls, MT	Turoski	Thompson	Sunchild	Skornogowski	Johnson	Duff	Bronson
Motion							
Second							
Ayes							
Nays							
Abstain							

GREAT FALLS PUBLIC SCHOOLS

MEETING DATE: July 21, 2025

CATEGORY: Consent

AGENDA ITEM NUMBER: V. B.

CABINET MEMBER: Luke Diekhans

TOPIC

Personnel Actions

STRATEGIC PLAN

Stewardship and Accountability

BACKGROUND

As per [MCA 20-3-324](#) – *Powers and Duties* – the trustees of each district shall employ or dismiss...personnel considered necessary to carry out the various services of the district.

DISCUSSION

See attached Personnel Action Report to the Board of Trustees.

FISCAL IMPLICATIONS

Noted on report.

RECOMMENDATION

The District Board is requested to employ, dismiss, or accept the resignations, of those noted on the Personnel Action Report.

For more information about this item, please contact Superintendent Heather Hoyer at (406) 268-6001 or Director of Human Resources Luke Diekhans at (406) 268-6010.

[Return to Agenda](#)

New Employee

Position: TEACHER

Name: KOENIG, CHASE	Pay: Salary	Rate: \$29.02	Hrs: 7.50	DAC:GREAT FALLS HIGH SCHOOL
Position: ENGLISH TEACHER		Amount: \$40,701.00		Effective Date: 08/25/2025
Name: RAMSEY, WILLIAM	Pay: Salary	Rate: \$29.02	Hrs: 7.50	DAC:GREAT FALLS HIGH SCHOOL
Position: BUSINESS TEACHER		Amount: \$40,701.00		Effective Date: 08/25/2025
Name: KRAHE, TYSON ANTHONY	Pay: Salary	Rate: \$29.02	Hrs: 7.50	DAC:EAST MIDDLE SCHOOL
Position: ACADEMIC INTERVENTION TEACHER		Amount: \$40,701.00		Effective Date: 08/25/2025
Name: GOUCHER, RIVER	Pay: Salary	Rate: \$29.02	Hrs: 7.50	DAC:GREAT FALLS HIGH SCHOOL
Position: SCIENCE TEACHER		Amount: \$40,701.00		Effective Date: 08/25/2025
Name: DAVIS, MADISON	Pay: Salary	Rate: \$29.02	Hrs: 7.50	DAC:PARIS GIBSON EDUCATION CENT
Position: ELEMENTARY ART TEACHER		Amount: \$40,701.00		Effective Date: 08/25/2025
Name: HALLAHAN, MELISSA A	Pay: Salary	Rate: \$42.54	Hrs: 7.50	DAC:EAST MIDDLE SCHOOL
Position: ENGLISH TEACHER		Amount: \$59,661.00		Effective Date: 08/25/2025

Position: SUPPLEMENTAL

Name: AMMONS, CHARLENE RUTH	Pay: Hourly	Rate: \$57.77	Hrs: 1.88	DAC:DISTRICT OFFICES
Position: TECH INTEGRA COACH (EXTRA DUTY) (08/25/25)		Amount: \$1,848.69		Effective Date: 08/01/2025
Name: KOHUT, AMANDA	Pay: Hourly	Rate: \$57.77	Hrs: 1.88	DAC:DISTRICT OFFICES
Position: TECH INTEGRA COACH (EXTRA DUTY) (08/25/25)		Amount: \$1,848.69		Effective Date: 08/01/2025

Position: CLERICAL

Name: NILES, ABRIAHNA ELEXIS	Pay: Hourly	Rate: \$16.98	Hrs: 8.00	DAC:WEST ELEMENTARY
Position: ADMIN ASST		Amount: \$28,933.92		Effective Date: 08/12/2025

Position: ENGINEERS

Name: WACK, MATTHEW JOHN	Pay: Hourly	Rate: \$20.08	Hrs: 8.00	DAC:BUILDINGS & GROUNDS
Position: CUSTODIAN		Amount: \$39,838.72		Effective Date: 07/09/2025
Name: SPENCER, KIANI MARIE	Pay: Hourly	Rate: \$20.08	Hrs: 8.00	DAC:BUILDINGS & GROUNDS
Position: CUSTODIAN		Amount: \$39,196.16		Effective Date: 07/15/2025
Name: MARTINEZ, LUIS	Pay: Hourly	Rate: \$20.08	Hrs: 8.00	DAC:BUILDINGS & GROUNDS
Position: CUSTODIAN		Amount: \$39,035.52		Effective Date: 07/16/2025

Position: LIBRARY/TEACHER AIDES

Name: WARREN, LOGAN	Pay: Hourly	Rate: \$12.35	Hrs: 6.50	DAC:MORNINGSIDE ELEMENTARY
Position: TEACHER ASSISTANT		Amount: \$14,850.88		Effective Date: 08/27/2025
Name: CARR, ABIGAIL LAUREN	Pay: Hourly	Rate: \$12.35	Hrs: 6.50	DAC:MORNINGSIDE ELEMENTARY
Position: TEACHER ASSISTANT		Amount: \$14,850.88		Effective Date: 08/27/2025
Name: FATZ, ABIGAIL MARIAN	Pay: Hourly	Rate: \$12.35	Hrs: 6.50	DAC:MORNINGSIDE ELEMENTARY
Position: TEACHER ASSISTANT		Amount: \$14,850.88		Effective Date: 08/27/2025
Name: CEVERA, KARA MARIA	Pay: Hourly	Rate: \$12.35	Hrs: 6.50	DAC:MORNINGSIDE ELEMENTARY
Position: TEACHER ASSISTANT		Amount: \$14,850.88		Effective Date: 08/27/2025
Name: GREEN, AVERY ANN	Pay: Hourly	Rate: \$12.35	Hrs: 6.50	DAC:MORNINGSIDE ELEMENTARY
Position: TEACHER ASSISTANT		Amount: \$14,850.88		Effective Date: 08/27/2025
Name: BICE, HAYLEE ANN MARIE	Pay: Hourly	Rate: \$12.35	Hrs: 6.50	DAC:MORNINGSIDE ELEMENTARY
Position: TEACHER ASSISTANT		Amount: \$14,850.88		Effective Date: 08/27/2025

Position: NURSE

Name: BUCK, ERICA DIANN	Pay: Hourly	Rate: \$41.54	Hrs: 0.00	DAC:DISTRICT WIDE
Position: SCHOOL REGISTERED NURSE SUBSTITUTE		Amount: \$0.00		Effective Date: 08/27/2025
Name: CALDWELL, JESSICA LEIGH	Pay: Hourly	Rate: \$41.54	Hrs: 0.00	DAC:DISTRICT WIDE
Position: SCHOOL REGISTERED NURSE SUBSTITUTE		Amount: \$0.00		Effective Date: 08/27/2025

Position: OTHER HOURLY CLASSIFIED

Name: FORSTER, RICHARD ANTHONY	Pay: Salary	Rate: \$30.39	Hrs: 8.00	DAC:PARIS GIBSON EDUCATION CENT
Position: HOMELESS LIAISON (OYO) (06/30/2026)		Amount: \$49,588.92		Effective Date: 07/01/2025
Name: HAUSER, MARLA NICOLE	Pay: Salary	Rate: \$21.95	Hrs: 8.00	DAC:PARIS GIBSON EDUCATION CENT
Position: YOUTH AT RISK COMM SUPP LIASON (OYO) (06/3		Amount: \$35,995.00		Effective Date: 07/01/2025

Position: OTHER SUPPORT PERSONNEL (TRS)

Name: ANDERSON, TESLYNN	Pay: Salary	Rate: \$48.73	Hrs: 8.00	DAC:PARIS GIBSON EDUCATION CENT
Position: MENTAL HEALTH THERAPIST		Amount: \$72,896.00		Effective Date: 08/25/2025
Comment: SAC/ML/PARIS				
Name: KINNAMAN, AARON PHILIP	Pay: Salary	Rate: \$48.73	Hrs: 8.00	DAC:MOUNTAIN VIEW ELEMENTARY
Position: MENTAL HEALTH THERAPIST		Amount: \$72,896.00		Effective Date: 08/25/2025

Comment: MV/VV/WH

Position: PARA EDUCATOR (SP ED)

Name: WEBB, LAETITIA	Pay: Hourly	Rate: \$16.13	Hrs: 7.50	DAC:CHIEF JOSEPH ELEMENTARY
Position: PARA EDUCATOR (SP ED)		Amount: \$22,380.38		Effective Date: 08/27/2025
Name: POMROY, LEILANI	Pay: Hourly	Rate: \$16.13	Hrs: 1.00	DAC:GREAT FALLS HIGH SCHOOL
Position: EXCEPTIONALITIES STUDENT PARA/CNA		Amount: \$2,984.05		Effective Date: 08/27/2025
Name: NEWMACK, AVA	Pay: Hourly	Rate: \$16.13	Hrs: 1.00	DAC:GREAT FALLS HIGH SCHOOL
Position: EXCEPTIONALITIES STUDENT PARA/CNA		Amount: \$2,984.05		Effective Date: 08/27/2025
Name: BIRDNOW, JAYCE	Pay: Hourly	Rate: \$16.13	Hrs: 2.00	DAC:GREAT FALLS HIGH SCHOOL
Position: EXCEPTIONALITIES STUDENT PARA/CNA		Amount: \$5,968.10		Effective Date: 08/27/2025
Name: SWARTZ, KARINA	Pay: Hourly	Rate: \$16.13	Hrs: 1.00	DAC:GREAT FALLS HIGH SCHOOL
Position: EXCEPTIONALITIES STUDENT PARA/CNA		Amount: \$2,984.05		Effective Date: 08/27/2025
Name: SWAN, MORGAN	Pay: Hourly	Rate: \$16.13	Hrs: 7.50	DAC:WEST ELEMENTARY
Position: PARA EDUCATOR (SP ED)		Amount: \$22,380.38		Effective Date: 08/27/2025
Name: TARTAGLIA, SABRINA LYNN	Pay: Hourly	Rate: \$16.13	Hrs: 7.50	DAC:LEWIS & CLARK ELEMENTARY
Position: PARA EDUCATOR (SP ED)		Amount: \$22,380.38		Effective Date: 08/27/2025
Name: MUICH, MAX J	Pay: Hourly	Rate: \$16.13	Hrs: 7.50	DAC:SUNNYSIDE ELEMENTARY
Position: PARA EDUCATOR (SP ED)		Amount: \$22,380.38		Effective Date: 08/27/2025
Name: KLEINSASSER, JOHN J	Pay: Hourly	Rate: \$16.13	Hrs: 7.50	DAC:LONGFELLOW ELEMENTARY
Position: PARA EDUCATOR (SP ED)		Amount: \$22,380.38		Effective Date: 08/27/2025
Name: CHENOWETH, OLIVIA	Pay: Hourly	Rate: \$16.13	Hrs: 2.00	DAC:GREAT FALLS HIGH SCHOOL
Position: EXCEPTIONALITIES STUDENT PARA/CNA		Amount: \$5,968.10		Effective Date: 08/27/2025

Resignation

Position: ENGINEERS

Name: PATTERSON, ANDREW J	Pay: Hourly	Rate: \$20.08	Hrs: 8.00	DAC:GREAT FALLS HIGH SCHOOL
Position: CUSTODIAN (07/03/2025)		Amount: \$1,445.76		Effective Date: 07/03/2025

Position: FOOD SERVICE

Name: STINGLEY, JACQUELINE R	Pay: Hourly	Rate: \$15.22	Hrs: 8.00	DAC:PARIS GIBSON EDUCATION CENT
Position: COOK (06/06/2025)		Amount: \$23,621.44		Effective Date: 06/06/2025

Position: PARA EDUCATOR (SP ED)

Name: WILSON, KRISTINE ANNE	Pay: Hourly	Rate: \$16.13	Hrs: 7.50	DAC:LEWIS & CLARK ELEMENTARY
Position: PARA EDUCATOR (SP ED) (08/27/2025)		Amount: \$120.98		Effective Date: 08/27/2025

 Great Falls Public Schools Great Falls, MT	Turoski	Thompson	Sunchild	Skornogowski	Johnson	Duff	Bronson
Motion							
Second							
Ayes							
Nays							
Abstain							

GREAT FALLS PUBLIC SCHOOLS

MEETING DATE: July 21, 2025

CATEGORY: Consent

AGENDA ITEM NUMBER: V. C.

CABINET MEMBER: Luke Diekhans

TOPIC

Good Apple Awards

STRATEGIC PLAN

Healthy, Safe, and Secure Schools

BACKGROUND

Individual letters of appreciation and our “Good Apple” pin have been forwarded to each of the individuals whose achievements are summarized in this notice. This award is an expression of appreciation and affection, and we ask all who have received it to wear the “Good Apple” with pride! If the person is a district employee, a copy of our letter has been placed in their personnel file. What follows are nominations for “Good Apple” awards.

DISCUSSION

Justin Ziessler, Administrative Assistant, District Offices, was recommended for a Good Apple Award by Brian Patrick, Director of Business Operations, District Offices Building, because of the following: It is my pleasure to nominate Justin Ziessler for the Good Apple Award in recognition of his outstanding dedication and service to Great Falls Public Schools. Justin consistently goes above and beyond the scope of his duties in support of the District’s Type E Bus program and school safety initiatives to include our districtwide radio system.

This year, Justin has shown remarkable initiative by personally completing the video inventory documentation for sixteen district schools. This work is critical for maintaining an accurate and up-to-date inventory and ensuring the safety and accountability of our facilities. Justin has demonstrated exceptional organizational skills, willingly finding time in his busy schedule to accomplish this important task without hesitation.

In addition to this effort, Justin has taken on the responsibility of managing the summer scheduling and approval process for facility rentals which is a demanding role that requires attention to detail, flexibility, and strong communication skills. He approaches every assignment with a positive, “Can Do” attitude and is known for his reliability and strong work ethic.

Justin’s contributions have a meaningful impact on the efficiency and operations of our Transportation and Safety Office, and his willingness to step up and assist wherever needed reflects the very spirit of the Good Apple Award.

I wholeheartedly recommend Justin Ziessler for this well-deserved recognition.

Sanna Beerman, Occupational Therapist, Paris Gibson Education Center, was recommended for a Good Apple Award by Christine Hinkle, Resource 1 Teacher, C M Russell High School, because of the following: I know a GOOD APPLE when I see one. Sanna Beerman demonstrated exceptional leadership and teamwork with her steady approach during the 2025 Extended School Year. Sanna modeled how to apply developmentally appropriate strategies to foster expressive communication, self-regulation and appropriate pacing for students with special needs. Sanna's dedication to professionalism is shining bright with her patience and calm demeanor with staff and students. Sanna jumped in to offer direct instruction to model the most effective strategies for de-escalating challenging situations and promoting safety for all.

It is my honor to nominate Sanna Beerman for a Good Apple Award for the outstanding dedication to helping students grow and reach their highest potential. Sanna modeled the highest level of professionalism to assist and support colleagues during challenging situations to promote safety and success. YAY for Sanna!

FISCAL IMPLICATIONS

N/A

RECOMMENDATION

The District Board is requested to accept the recommendation of the above individuals for the Great Falls Public Schools Good Apple Award.

For more information about this item, please contact Superintendent Heather Hoyer at (406) 268-6001 or Director of Human Resources, Luke Diekhans at 268-6010.

[Return to Agenda](#)

 Great Falls Public Schools Great Falls, MT	Turoski	Thompson	Sunchild	Skornogowski	Johnson	Duff	Bronson
Motion							
Second							
Ayes							
Nays							
Abstain							

GREAT FALLS PUBLIC SCHOOLS

MEETING DATE: July 21, 2025

CATEGORY: Consent

AGENDA ITEM NUMBER: V. D.

CABINET MEMBER: Brian Patrick

TOPIC

Montana School Bus Driver Certificates – OPI TR-35

STRATEGIC PLAN

Stewardship and Accountability

BACKGROUND

School bus drivers are required to comply with qualifications set forth in Section [20-10-103, MCA](#), and [10.7.111 ARM](#), and file a certificate of compliance with the County Superintendent of Schools.

DISCUSSION

The following individuals meet the qualifications as school bus drivers: Cosmas Ghamogha, Craig Bartlett, James Senst, Susan Bersuch, Scott Heninger, and Diego Lomardino

FISCAL IMPLICATIONS

None

RECOMMENDATION

The District Board is requested to approve the Montana School Bus Driver Certificate TR-35 for the individuals listed above.

For more information about this item, please contact Superintendent Heather Hoyer at (406) 268-6001 or Director of Business Operations Brian Patrick at (406) 268-6050.

[Return to Agenda](#)

 Great Falls Public Schools Great Falls, MT	Turoski	Thompson	Sunchild	Skornogowski	Johnson	Duff	Bronson
Motion							
Second							
Ayes							
Nays							
Abstain							

GREAT FALLS PUBLIC SCHOOLS

MEETING DATE: July 21, 2025

CATEGORY: Consent

AGENDA ITEM NUMBER: V. E.

CABINET MEMBER: Brian Patrick

TOPIC

Centerville Public School District Bus Stop Request Within the Great Falls Public School District Boundaries

STRATEGIC PLAN

Healthy Safe and Secure Schools

BACKGROUND

Per [MCA 20-10-126](#) - *Establishment of Transportation Service Areas*, Centerville Public School District is requesting permission for two bus routes to enter into the Great Falls District for the 2025-2026 school year. Bus route # 6 would not stop in the District to pick up or drop off any students. Bus route # 3 would stop at Eden Market to pick up and drop off students.

DISCUSSION

This is an annual request from Centerville Public Schools which has traditionally been granted. There is not a convenient or safe turn around for bus route # 6 in the Centerville School District. Therefore, this route is strictly a nonstop route through the Great Falls School District. Bus route # 3 has for many years stopped at Eden Market to pick up and drop off students. Students who are from our District and are attending Centerville Public Schools have signed Student Attendance Agreements. Our District will be charged tuition on the students who attend the Centerville School.

FISCAL IMPLICATIONS

None

RECOMMENDATION

The District Board is requested to allow Centerville Public Schools to enter the District with two bus routes, allowing one to stop within the Great Falls Public School District boundaries for the 2025-2026 school year.

For more information about this item, please contact Superintendent Heather Hoyer at (406) 268-6001 or Director of Business Operations Brian Patrick at (406) 268-6050.

[Return to Agenda](#)

CENTERVILLE PUBLIC SCHOOLS

693 Stockett Road

PO Box 100

Sand Coulee, MT 59472

Phone (406) 736-5167 / Fax (406) 736-5210

☐Home of the Centerville Miners☐

May 20, 2025

Great Falls Public Schools
Transportation Department
PO Box 2429
Great Falls, MT 59403

TO: Julie Shotnokoff

FROM: Rhonda Umphres, Administrative Secretary

RE: Bus Route

The Centerville Public Schools is requesting permission to travel through the Great Falls District to Trailer Terrace to complete our bus route #3.

We would also like to request permission to have our bus route #1 pass through Trailer Terrace area, from Wilson Butte Road to Eden Highway.

Thank you for understanding our concern for safety in this matter.

Rhonda Umphres

Assistant District Clerk
Administrative Secretary
Registrar
Centerville Public Schools
693 Stockett Rd
Sand Coulee, MT 59472
406-736-5167 Ext 221

 Great Falls Public Schools Great Falls, MT	Turoski	Thompson	Sunchild	Skornogowski	Johnson	Duff	Bronson
Motion							
Second							
Ayes							
Nays							
Abstain							

GREAT FALLS PUBLIC SCHOOLS

MEETING DATE: July 21, 2025

CATEGORY: Consent

AGENDA ITEM NUMBER: V. F.

CABINET MEMBER: Brian Patrick

TOPIC

Belt Public School District Bus Stop Request Within the Great Falls Public School District Boundaries

STRATEGIC PLAN

Healthy, Safe and Secure Schools

BACKGROUND

Per [MCA 20-10-126](#) - *Establishment of Transportation Service Areas*, Belt Public School District is requesting permission for a bus route to enter into the Great Falls District for the 2025-2026 school year. The bus will pick up students living in the Foothills Ranch subdivision off of U.S. HWY 89.

DISCUSSION

This is for a family who previously attended Belt and has built a house in this subdivision.

FISCAL IMPLICATIONS

None

RECOMMENDATION

The District Board is requested to allow Belt Public Schools to enter the District with a route to pick up students at the Foothills Ranch subdivision within the Great Falls Public School District boundaries for the 2025-2026 school year.

For more information about this item, please contact Superintendent Heather Hoyer at (406) 268-6001 or Director of Business Operations Brian Patrick at (406) 268-6050.

[Return to Agenda](#)

BELT PUBLIC SCHOOLS

SCHOOL DISTRICT No. 29

P.O. Box 197

Belt, Montana 59412

Telephone (406) 277-3351

Fax (406) 277-4466

Board of Trustees of the GFPS
1100 4th Street South
Great Falls, MT 59405

April 10, 2025

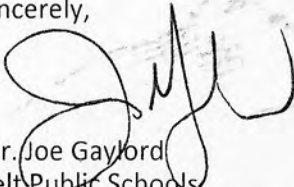
Re: Reciprocal Transportation Agreement

Dear GFPS Board of Trustees,

In previous years we have had a reciprocal transportation agreement between our districts. Belt is requesting to continue this agreement during the 2025-2026 school year. Attached is a transportation agreement that was approved by the Belt School Board at the April 8th meeting. If your board chooses to approve the transportation agreement, please return an approved, signed copy to the Belt School.

Thank you for your consideration.

Sincerely,



Mr. Joe Gaylord
Belt Public Schools
jgaylord@beltschool.com
406-277-3351



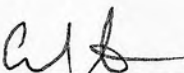
Transportation Agreement
Out of District
Reciprocal Attendance Approval

The Board of Trustees of Great Falls Elementary School District # 98 of Cascade County and Great Falls High School District #99 of Cascade County and the Board of Trustees of Belt Public Schools # 29 and D of Cascade County agree and approve the out-of-district transportation of students between said school districts for the 2025-2026 school year.

This is a reciprocal agreement which allows students to be transported either direction by either district, including individual transportation contracts of students residing within said school districts.

Board Chair – Great Falls Public School Districts #98 & #99

Date



Board Chair –Belt District # 29 & D

9-8-2025

Date

Chair – Cascade County
Transportation Committee

Date

 Great Falls Public Schools Great Falls, MT	Turoski	Thompson	Sunchild	Skornogowski	Johnson	Duff	Bronson
Motion							
Second							
Ayes							
Nays							
Abstain							

GREAT FALLS PUBLIC SCHOOLS

MEETING DATE: July 21, 2025

CATEGORY: Consent

AGENDA ITEM NUMBER: V. G.

CABINET MEMBER: Brian Patrick

TOPIC

Sun River Valley District #55F Bus Stop Request Within the Great Falls Public School District Boundaries

STRATEGIC PLAN

Healthy Safe and Secure Schools

BACKGROUND

Per [MCA 20-10-126](#) - *Establishment of Transportation Service Areas*, Sun River School District is requesting permission to allow a bus stop at the Sun Prairie Convenience Store, located at 101 Truman Avenue in Sun Prairie.

DISCUSSION

The request will allow for a safe location where the bus can pull off the roadway to board students for the 2025-2026 school year. This request has been granted in the past.

FISCAL IMPLICATIONS

None

RECOMMENDATION

The District Board is requested to allow the Sun River School District a bus stop within the Great Falls Public School District boundaries for the 2025-2026 school year.

For more information about this item, please contact Superintendent Heather Hoyer at (406) 268-6001 or Director of Business Operations Brian Patrick at (406) 268-6050.

[Return to Agenda](#)



Sun River Valley Schools

- Simms High School -
- Fort Shaw Elementary -

Excellence in Education

Dave Marzolf – Superintendent x775

Luke McKinley – 6-12 Principal x123

David Marzolf – K-5 Principal x602

Belinda Klick – Business Manager x122

Becky Hart – Technology Coordinator x110

Melissa Rippenburg – Sped Coordinator x106

SRVS.K12.MT.US (406) 264-5110 Fax (406) 264-5189 PO Box 380 / 123 Walker Street, Simms, MT 59477

May 20, 2025

Great Falls Public Schools
PO Box 2429
Great Falls, MT 59403

Dear Mrs. Shotnokoff and the Great Falls Board of Trustees:

We are once again requesting permission to pick up students attending Sun River Valley School District #55F at the Sun Prairie Convenience Store for the safety and well-being of our students. This will be for the 2025-2026 school year.

If you have any questions, please call me at 264-5110, extension 775.

Thank you for your consideration.

Sincerely,

David P. Marzolf
Superintendent/HS Principal/Transportation Supervisor
Sun River Valley Public Schools

 Great Falls Public Schools Great Falls, MT	Turoski	Thompson	Sunchild	Skornogowski	Johnson	Duff	Bronson
Motion							
Second							
Ayes							
Nays							
Abstain							

GREAT FALLS PUBLIC SCHOOLS

MEETING DATE: July 21, 2025

CATEGORY: Consent

AGENDA ITEM NUMBER: V. H.

CABINET MEMBER: Brian Patrick

TOPIC

Vaughn School District Bus Stop Requests Within Great Falls Public School District Boundaries

STRATEGIC PLAN

Healthy Safe and Secure Schools

BACKGROUND

Per [MCA 20-10-126](#) – *Establishment of Transportation Services Areas*, Vaughn School District is requesting permission to allow three bus stops in Sun Prairie. These stops are at the Sun Prairie Convenience Store at 101 Truman Avenue, 1047 Grant Drive, and 1st Street West and Cleveland. All of these stops are within the Great Falls District boundaries.

DISCUSSION

The request will allow for safe locations where the bus can pull off the roadway to board students for the 2025-2026 school year. This request for a stop has been granted in the past.

FISCAL IMPLICATIONS

None

RECOMMENDATION

The District Board is requested to allow the Vaughn School District bus stops within the Great Falls Public School District boundaries for the 2025-2026 school year.

For more information about this item, please contact Superintendent Heather Hoyer at (406) 268-6001 or Director of Business Operations Brian Patrick at (406) 268-6050.

[Return to Agenda](#)



GFPS.K12.MT.US

(406)-268-6015

FAX (406) 268-6093

1100 4th ST SOUTH P.O. BOX 2429 GREAT FALLS, MT 59403

May 20, 2025

Vaugh Public Schools

Superintendent

PO Box 279

Vaugh, MT 59487

TO: LOREN DUNK

From: Julie Shotnokoff Lead Transportation and Safety

RE: BUS Route

The Great Falls Public School District is requesting permission to use the Ulm Vaughn Road that borders both our districts. The use of this road makes our routes more efficient and safer. Great Falls Public Schools will not pick up any students from the Vaughn District.

The Great Falls School District appreciates the understanding of the Vaugh School District on the need to be safe for all students.

Please feel free to contact me at 268-6017 if you have any questions.

Sincerely,

Julie Shotnokoff

Lead Transportation & Safety Department

Great Falls Public Schools

Julie_shotnokoff@gfps.k12.mt.us

268-6017 (office)

Cc: Barbie Stucker

Denise Johnson

May 20, 2025

Julie Shotnokoff
Lead Transportation & Safety Department
Great Falls Public Schools
RE: BUS Route

At this time the Vaughn School District only has one bus driver. We do not anticipate running a route in the community of Sun Prairie for the 2025-2026 school year. However, we are sending a letter as we have in the past, to request permission to run this route in the event that we are able to hire a bus driver and decide to offer transportation to our out-of-district students.

If you would rather we wait until we have a bus driver and decide for sure to run a route, we can request permission at that time. We thought it might be better to have it approved ahead of time so that the county transportation committee is aware at the summer meeting.

The permission would be to have three stops in Sun Prairie Village. The stops are Sinclair Convenience Store, 1047 Grant Drive and the corner of 1st Street West and Cleveland.

I appreciate your consideration of this request and look forward to your response.

Sincerely

Loren Dunk, Superintendent
Vaughn Elementary School

 Great Falls Public Schools Great Falls, MT	Turoski	Thompson	Sunchild	Skornogowski	Johnson	Duff	Bronson
Motion							
Second							
Ayes							
Nays							
Abstain							

GREAT FALLS PUBLIC SCHOOLS

MEETING DATE: July 21, 2025

CATEGORY: Consent

AGENDA ITEM NUMBER: V. I.

CABINET MEMBER: Brian Patrick

TOPIC

Donation of Sixty (60) Flat Screen Monitors and Twenty-five (25) Keyboards from Malmstrom Air Force Base (MAFB)

STRATEGIC PLAN

Stewardship and Accountability

BACKGROUND

[Board Policy 7260](#) – *Donations, Endowments, Gifts, and Investments*, provides for accepting gifts that are deemed suitable and appropriate. Donors are required to obtain independent appraisal value of their gift for IRS purposes.

DISCUSSION

Malmstrom Air Force Base is donating sixty (60) flat screen monitors and twenty-five (25) keyboards to Great Falls Public Schools, to be used as needed throughout the District.

FISCAL IMPLICATIONS

None

RECOMMENDATION

The District Board is requested to accept the donation of sixty (60) flat screen monitors and twenty-five (25) keyboards from Malmstrom Air Force Base to Great Falls Public Schools with thanks.

For more information about this item, please contact Director of Business Operations Brian Patrick at (406) 268-6050.

[Return to Agenda](#)

 Great Falls Public Schools Great Falls, MT	Turoski	Thompson	Sunchild	Skornogowski	Johnson	Duff	Bronson
Motion							
Second							
Ayes							
Nays							
Abstain							

GREAT FALLS PUBLIC SCHOOLS

MEETING DATE: July 21, 2025

CATEGORY: Communication

AGENDA ITEM NUMBER: VI. A.

CABINET MEMBER: Stephanie Becker

TOPIC

Annual Great Falls Public Schools Foundation Report

STRATEGIC PLAN

Student Achievement, Safe and Secure Schools and Stewardship and Accountability

BACKGROUND

School Board Trustees established the Great Falls Public Schools (GFPS) Foundation in 2010. Trustees appointed an independent board to govern and move the Foundation forward in 2011. The GFPS Foundation's mission is to enhance high-quality teaching and life-long learning for students in Great Falls Public Schools by funding innovative educational programs, building enhancements, and scholarships. The Foundation Board and staff continues to be successful in raising funds to support this mission. Donors generously support four major areas: Educator Grants, Scholarships, Building Enhancements, and Student and Teacher Recognition. Additionally, donor funding supports student basic needs and food pantries.

Discussion

The Foundation Executive Director and Foundation Board members will report how the organization is enhancing education from transitional kindergarten through undergraduate studies for Great Falls Public Schools students and teachers.

FISCAL IMPLICATIONS

N/A

RECOMMENDATION

This report is for information only. No action is requested at this time.

For more information about this item, please contact Director of the Great Falls Public Schools Foundation Stephanie Becker at (406) 268-6021.

[Return to Agenda](#)

 Great Falls Public Schools Great Falls, MT	Turoski	Thompson	Sunchild	Skonogowski	Johnson	Duff	Bronson
Motion							
Second							
Ayes							
Nays							
Abstain							

GREAT FALLS PUBLIC SCHOOLS

MEETING DATE: July 21, 2025

CATEGORY: Action

AGENDA ITEM NUMBER: VII. A.

CABINET MEMBER: Brian Patrick

TOPIC

Transfers of Budgeted Funds – Elementary General Fund (101) to Elementary Compensated Absences Fund Budget (121) and High School General Fund Budget (201) to High School Compensated Absences Fund (221)

STRATEGIC PLAN

Stewardship and Accountability

BACKGROUND

The Compensated Absence Fund transfer is authorized by Section [20-9-512, MCA](#), for the purpose of financing the accumulated sick leave and vacation pay that a non-teaching or administrative school district employee is entitled to upon termination of employment. The existing fund balance came from previous year General Fund budget transfers. Funds in excess of the limit must be returned to General Fund. It is limited to 30% of the sick and vacation leave payout for non-teaching and administrative employees. There must be budget authority in the General Fund and/or Compensated Absence Fund in order for the transfer to be completed.

FISCAL IMPLICATIONS

This has been an annual transfer from the General Fund (X01) to the Compensated Absence Fund (X21) to return the balance to 30% allowed by law. The exact 30% transfer amount equals \$172,802.24 in the elementary fund and \$121,170.82 in the high school fund.

RECOMMENDATIONS

The District Board is requested to approve a transfer of \$172,250 from the Elementary General Fund (101) to the Elementary Compensated Absences Fund Budget (121) and a \$121,000 transfer from the High School General Fund Budget (201) to the High School Compensated Absences Fund (221).

For more information about this item, please contact Superintendent Heather Hoyer at (406) 268-6001 or Director of Business Operations, Brian Patrick at (406) 268-6050.

[Return to Agenda](#)

 Great Falls Public Schools Great Falls, MT	Turoski	Thompson	Sunchild	Skornogowski	Johnson	Duff	Bronson
Motion							
Second							
Ayes							
Nays							
Abstain							

GREAT FALLS PUBLIC SCHOOLS

MEETING DATE: July 21, 2025

CATEGORY: Action

AGENDA ITEM NUMBER: VII. B.

CABINET MEMBER: Lance Boyd

TOPIC

2025-2026 Student Handbook

STRATEGIC PLAN

Student Achievement, Stewardship and Accountability, and Healthy, Safe and Secure Schools

BACKGROUND

The Student Handbook is intentionally designed to be aligned with and reflective of Great Falls Public Schools Board policies. The Student Handbook can be found on the District's website home page under the "Parents & Students" tab or at <https://gfps.k12.mt.us/parents-students/student-handbook>. This link will be updated after the newest edition of our handbook is approved. Students and parents may receive a printed copy of the Handbook upon request. Parents and students are required to return the attached "2025-2026 Confirmation of Receipt of Handbook Information" form where they attest to various statements and permissions.

Discussion

Changes to the 2025-2026 Student Handbook reflect policy updates completed by the Policy Committee and approved by the Board of Trustees. Executive Director Lance Boyd will provide a general overview.

FISCAL IMPLICATIONS

None

RECOMMENDATION

The District Board is requested to approve the 2025-2026 Student Handbook as presented.

For more information about this item, please contact Superintendent Heather Hoyer at (406) 268-6001 or Executive Directors of Student Achievement Lance Boyd at 268-6008 or Jackie Mainwaring at 268-6006.

[Return to Agenda](#)

Student Name: _____ School _____ Teacher _____
Grade _____



2025-2026 Confirmation of Receipt of Handbook Information

Please return this form to the teacher designated by your school (MS/HS only), classroom teacher (Elem) or to the "Main Office" by

Friday, September 12, 2025 or upon enrollment.



1. Great Fall District Student Handbook can be located under "Parents & Students" at:
<https://gfps.k12.mt.us/parents-students/student-handbook>
2. Please choose one (1) of the following options for your copy of the GFPS Student Handbook:

_____ ELECTRONIC COPY: I will access the handbook electronically (see number one to access).

_____ PRINTED COPY (option 1): I would like a print copy of the handbook sent home with my child.

_____ PRINTED COPY (option 2): I will come to the school to pick up a printed copy of the handbook in the Main Office.
3. Confirmation of receipt of handbook information
 - ✓ I am aware that the electronic handbook contains information I will need to know during the school year. I understand that students are held accountable for their actions.
 - ✓ I have read and understand the Great Falls Public Schools School-Parent Compact regarding school and parent responsibilities for supporting student learning.
 - ✓ I understand that the Acceptable Use Policy (AUP) is included herein. If a student violates the agreements in the AUP, the consequences could include suspension of computer privileges and/or disciplinary or legal action. I also understand that using the computer network is a privilege and with that privilege comes responsibility.
 - ✓ I have read and understand the annual notification to parents and guardians of the district's human sexuality instruction that is included herein.
4. Health Care Information

If your child has an ongoing medical condition that may require medical attention while at school, please check "yes" below. A Health Care Plan form will need to be filled out at your child's school. Examples include: migraines, seizure disorder, need for an inhaler -- even if the student manages the inhaler him/herself, etc.

_____ **YES**, my child has an ongoing health concern.

If your child is in need of a Health Care Plan, please contact your school secretary.

5. Release of Student Information

Regarding student records, federal law allows GFPS to release a variety of information about your child

unless you opt out by returning the form below.

Specific student information might be released in the following ways:

- Listing your child's name on party lists (Valentine's Day, etc...)
- Posting of your child's birthday on a birthday bulletin board
- Printing of your child's name and picture in the school yearbook
- Publishing of awards or accomplishments in the Tribune or school newsletter (Honor Roll lists, GPA lists, Student of the Week)
- Photographing, filming and/or interviewing your child for social media websites and/or by the local TV stations or the Tribune for educationally related stories.
- Printing your child's name in the programs for music concerts and other holiday programs, award ceremonies, Geography Bee, Spelling Bee, Academic Bowl, math contests, Mathlete and art contests.
- Listing your child's name for team or activity rosters (may include height, weight, and year in school)
- Providing information to the military recruiters upon their request.
- Providing information to college and athletic recruiters upon their request.

As a matter of practice, we do not release information to persons or agencies that do not have a special need to know. In exercising your right to limit release of this information, you must fill out this page and return it to school by **September 12, 2025** or upon enrollment.

Fill out the following checklist:

I am requesting that, until my son/daughter reaches the age of 18 when he/she may decide for him/herself, the Great Falls Public School District **NOT RELEASE** student directory information to the following entities that have an "X" placed in the box.

*Be aware that you are checking the box if you **DO NOT** want your child's name included.*

- ☐ **I do not want my child's student directory information released to ANYONE (including the yearbook and ALL other options listed below.)**
- ☐ **I do not want my child's photograph to be included in the Montana State Office of Public Instruction Child Photograph repository for law enforcement use of identifying missing children (as required per Senate Bill SB0040).**

- ☐ **I do not** want my child in the School Yearbook (school picture and name), event programs, or other such publications
- ☐ **I do not** want my child in the Great Falls Tribune, TV news stations, other media (including lists for honor roll, student of the week)
- ☐ **I do not** want my child in electronic media (school web page, social media websites, videotaping)
- ☐ **I do not** want information released to institutions of higher learning, including the University of Providence for direct admission (colleges, universities, & trade schools-HS Only)
- ☐ **I do not** want technology checked out to my child without my permission.
- ☐ **I do not** want information released to potential employers
- ☐ **I do not** want information provided to military recruiters
- ☐ **I do not** want my child in the list of graduates (given to the Great Falls Tribune-HS Only)
- ☐ **I do not** want my child in the graduation program (handed out at graduation to all attendees-HS Only)
- ☐ **I do not** want my child's name listed on the "Class" T-shirt (all senior names generally go on the back of a shirt that they receive with their all-night party ticket-HS Only)

Student Name Printed

Parent Signature

Date

Great Falls Public Schools

Student Computer Acceptable Use and Internet Safety Agreement

Great Falls Public Schools is pleased to offer our **students** access to the Internet and other electronic networks. The advantages afforded by the rich, digital resources available today outweigh any disadvantage. However, it is important to remember that access is a privilege, not a right, and carries with it responsibilities of digital citizenship for all involved.

Terms of Agreement

PLEASE REVIEW THE AGREEMENT BELOW AND CHECK THE APPROPRIATE BOX ON THE STUDENT/PARENT SIGN-OFF PAGE OF THE STUDENT HANDBOOK.

In order for a student to be allowed access to a school district electronic device, network, and the Internet, parents and students must review the agreement below, check the appropriate box on the student/parent sign-off page of the student handbook, sign and return annually.

Student Acceptable Uses

The District provides electronic information, services, and networks for educational purposes. All use must be in support of education and/or research, and in furtherance of the District's stated educational goals. Accordingly, regulations for participation by anyone on the Internet shall include but may not be limited to the following:

- **Access is a privilege**, not a right, and carries with it responsibilities of digital citizenship for all involved. Students will use appropriate language and/or images (e.g. no swearing, vulgarities, suggestive, obscene, inflammatory, belligerent, or threatening language and/or images). Students will practice respect for others, by never using any technology to harass, haze, intimidate, or bully anyone.
- **Students are responsible for all activity under their electronic accounts.** Students will not share passwords with other users or log in as someone other than themselves. The only exception may be teachers safeguarding the passwords of his/her students. Students will log off of devices and/or websites when finished.
- **Students will use school district-provided devices, networks, and Internet access for educational purposes only.** Uses that promote a personal commercial enterprise for personal gain through selling or buying over the school district's network are prohibited. Uses in regards to political agendas must be in compliance with state law and Board policy.
- **Students will protect the privacy of self and others.** Students will carefully safeguard last names, personal addresses, personal phone numbers, personal email addresses, passwords, photos, or other personal information on the Internet, including such items belonging to others. Students should be aware that when using many digital tools on the Internet, published work may be publicly accessible and permanently available.
- **The District reserves the right to monitor, inspect, backup, review, and store at any time** and without prior notice any and all usage of the school district network and Internet access, and any and all information transmitted or received in connection with such usage. This also includes any information stored on school district network or local electronic devices. All such information files shall be and remain accessible by the District, and no student shall have any expectation of privacy regarding such information. Students are advised that all material in whatever form in the school district system's network may be considered public record pursuant to MCA 2-6-102.
- **Student Photos/Student Work.** Publishing student pictures and work on websites promotes learning, collaboration, and provides an opportunity to share the achievements of students. If

parents/guardians do not want release of student directory information, including photos and school work, schools must be notified in writing (see page 2 of the District's Student Handbook).

- **While the District makes every effort to filter inappropriate material, it is possible for an industrious user to gain access to such material.** Inappropriate material is defined as material that violates generally accepted social standards. It is the student's responsibility not to initiate access to or to distribute inappropriate material, or attempt to circumvent filters.
- **It is every student's responsibility to adhere to the copyright laws** of the United States (P.L. 94-553) and the Congressional Guidelines that delineate those laws regarding software, authorship, and copying information.
- **It is every student's responsibility to treat the physical and digital property of others with respect.** This includes proper treatment of digital devices and other hardware, the network system, and respecting others' electronic files. Students are not to remove, add or modify software, computer hardware or network equipment without prior Information Technology Department authorization.

Student Responsibilities

Students understand that access is a privilege, not a right, and carries with it responsibilities of digital citizenship for all involved. Students understand that if they choose not to follow the rules, they may lose computer privileges and/or have other consequences.

Limitations of Use. Students must refrain from these activities, none of which are all inclusive:

- Uses that violate local, state and/or federal laws or encourage others to violate the law.
- Uses that include the transmission of offensive or harassing messages.
- Uses that offer for sale or use any substance of which the possession or use of is prohibited by the District's student discipline policy.
- Uses that violate generally accepted social standards of public communication such as the access of:
 - Pornographic, sexual, or obscene content;
 - Personal dating or connection sites;
 - Drugs, alcohol and gambling content; and/or
 - Hate speech, violence, weapons, and cult content.
- Uses that intrude into the networks, computers or information owned by others.
- Uses that include the downloading or transmitting of confidential, trade secret, or copyrighted information or materials.
- Uses that cause harm to others or damage to their property.
- Uses that engage in defamation (harming another's reputation by lies).
- Uses that employ another's password.
- Uses that mislead message recipients into believing that someone other than the sender is communicating, or otherwise using his/her access to the network or the Internet.
- Uses that cause the uploading of a worm, virus, other harmful form of programming or vandalism.
- Uses that are "hacking" or any form of unauthorized access to other computers, networks, or other information.
- Uses that jeopardize the security of student access and of the computer network or other networks on the Internet.
- Uses that promote a personal commercial enterprise for personal gain through selling or buying over the District's network.

- Uses that promote an individual's political agenda to include soliciting support for or opposition to any political committee, the nomination or election of any person to public office, or the passage of a ballot issue.

Password Protections. Users' network passwords are provided for their personal use, therefore, students are expected to protect their own and other's passwords. In order to do so, note the following:

- Students should not share their password with anyone.
- Students should not log into the network with another user's login name and password.
- If a student suspects someone has discovered their password, they should change it or have it changed immediately.
- Students shall not intentionally seek information on, obtain copies of, or modify files, other data, or passwords belonging to other users.
- Students should log off District devices when finished.

Other Expectations.

- Students must print only with permission from a teacher.
- Students must tell a teacher if he/she reads or sees something on a device that is inappropriate and/or limited (See above list of limitations).
- Students must tell a teacher if a device has been changed in any way.

Teacher Responsibilities

Teachers will provide guidance to students as they access electronic information, services, and networks **for educational purposes**. Teachers will:

- Inform all students of their rights and responsibilities as users of the district network prior to granting access to that network, either as an individual user or as a member of a class or group.
- Monitor when students are accessing the Internet.
- Address student infractions of the Acceptable Use Agreement according to the school discipline policy.
- Provide curriculum-appropriate alternate activities for students who do not have permission to use the Internet or a particular digital tool.
- Guide student use of identifiable photographs, referencing student directory release of information.
- Follow the Child Online Privacy Protection Act ([COPPA](#)) guidelines when using digital tools in the classroom.

Principal Responsibilities

Principals will provide support to teachers and students in following the Student Computer Acceptable Use and Internet Safety Agreement. Principals will:

- Address student infractions of the Acceptable Use Agreement according to school discipline policy.
- Provide an updated list of students who do not have permission to use the Internet, to use particular digital tools, or to have works or images displayed online.

District Responsibilities

The District will provide support to principals, teachers, and students in following the Student Computer Acceptable Use and Internet Safety Agreement. The District will:

- Ensure that Children's Internet Protection Act ([CIPA](#))-compliant filtering technology is in use.
- Review the Staff and Student Acceptable Use Agreements as necessary.
- Staff annually reviews this policy.
- Provide professional development for staff regarding expected behavior concerning this agreement.
- Ensure curriculum reflects digital citizenship.

Acceptable Uses of Personal Devices on the District Network

Students may bring their own personal electronic devices which may or may not be able to connect to the District/school wireless network. When using personal electronic devices, students must abide by the Acceptable Use Agreement, in addition to the following. Students will:

- Use personal devices in class only with the teacher's express permission.
- Only connect to the District/school wireless guest network and NOT to the District/school wired network. Students understand if their personal device is found wired to the District/school network, the device will be removed and turned into the administrator.
- Only use devices with up-to-date virus protection software.
- Turn off all peer-to-peer (music/video/file-sharing) software or web-hosting services on their device while connected to the District/school wireless network.
- Understand the security, care, and maintenance of their device is their responsibility. Student devices will be securely stored when not in use.
- Understand that the District/school is not responsible for the loss, theft, or damage of student devices. Students are fully responsible for their property while at school. Students understand that if they should leave their device in the custody of a staff member, that the staff member is not responsible for the loss, theft, or damage of the student device.
- Understand the Information Technology Department will not provide support for personal devices. Students are fully responsible for making their device work within the parameters defined in this agreement. If they are unable to make their personal device work within these parameters and the given time allotted by the teacher, the student will need to use a device that is provided by the District/school to prevent any interruption to instruction and learning.
- Understand that school staff may access student personal electronic devices if there is reasonable suspicion that the search will uncover evidence that they are violating the law, Board policy, administrative regulation, or other rules of the District or the school. This may include, but is not limited to, audio and video recording, photographs taken on District/school property that violates the privacy of others, issues regarding bullying, verification that the student's device is connected to the District/school network, etc. Students will provide appropriate login credentials to the device if required. Failure to provide access is insubordination and will be deemed satisfactory evidence that the student device contains content that violates this section.
- Not use an audio/video recording device, to record media or take photos during school hours unless given permission from both a staff member and those being recorded.

Failure to Follow Acceptable Use Agreement

Use of the school district electronic devices, network, and the Internet is a privilege, not a right. A student who violates this agreement is subject to disciplinary action according to District Policy. Note that some infractions of this Acceptable Use Agreement may be criminal, and as such, legal action may be taken.

References:

Policy 3225 Sexual Harassment/Intimidation of Students
Policy 3226 Hazing, Harassment, Intimidation, Bullying
Policy 3231 Searches and Seizure
Policy 3300 Corrective Actions and Punishments
Policy 3310 Student Discipline
Policy 3630 Cellular Telephone and Electronic Signaling Device Policy
Policy 3612 District-Provided Access to Electronic Information, Services, and Networks
Policy 5450 Employee Electronic Mail and Online Services Usage
Policy 5450F Staff Computer Acceptable Use and Internet Safety Agreement
Policy 5460 Electronic Resources and Social Networking

Legal References:

Family Educational Rights and Privacy Act ([FERPA](#))
Child Online Privacy Protection Act ([COPPA](#))
Children's Internet Protection Act ([CIPA](#))

Acceptable Use Agreement History:

Original Cabinet Approval: June 2018
Adopted: July 9, 2018
Revised on: August 22, 2022

Great Falls Public Schools Medical Exam Notification

Dear Parent/Guardian,

Great Falls Public Schools provides optional medical examinations at the school for students whose parents provide written consent. This notice is intended to inform parents that the following medical examinations will be provided at the school on the scheduled dates. A family who wants their student to receive the school-based screening listed below may provide consent to such examination(s) by completing this form.

Hearing Screening:

Each year, Great Falls Public Schools completes a hearing screening to detect hearing loss. **All kindergarten students, first grade students and those new to the state of Montana** will have the opportunity to have their hearing screened. This examination will be provided at _____ on _____.

Please initial:

____ Yes, I provide consent for my student to receive the hearing screening.

____ No, I do NOT provide consent for my student to receive the hearing screening.

Vision Screening:

Great Falls Public Schools will collaborate with a local Lion's Club to provide vision screenings **to Kindergarten, 1st, 3rd, and 6th grade students**. The vision screening is performed using a PlusoptiX S12C Mobile Vision Screener. A notice will be sent home for any child receiving a recommendation for further testing. The screening is scheduled to be done _____.

Please initial:

____ Yes, I provide consent for my student to receive the vision screening.

____ No, I do NOT provide consent for my student to receive the vision screening.

Dental Screening:

The Cascade City-County Health Department partners with volunteer dentists from the Fourth District Dental Society to provide free visual dental screenings in the elementary schools of Cascade County. Children **in grades 1, 3, and 5** will be offered this free dental screening. The results will be sent home to let parents know if their child has any potential health issues. You will be notified by your child's school when a dentist is scheduled to visit.

Please initial:

____ Yes, I provide consent for my student to receive the visual dental screening

____ No, I do NOT provide consent for my student to receive the visual dental screening.

As a parent/guardian of a student, you have the right to authorize your child to attend or receive the examination(s) in accordance with Montana law and District policy by completing, signing, and submitting this form prior to the date identified for each medical service (School Board Policy 3410 see back of form).

A student seeking such services whose parents have not completed this form will not receive the examination(s) and will be redirected to the parent/guardian in accordance with the decision noted on this form.

I provide consent for my student _____ to receive the examination(s) described above at the Great Falls Public School District.

Parent

Date:

Received By;

School Official

Date:

Great Falls Public Schools

Medical Exam Notification

GFPS School Board Policy 3410

Student Health/Physical Screenings/Examinations

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

- The development of procedures at each building for the isolation and temporary care of students who become ill during the school day;
- Consulting services of a qualified specialist for staff, students, and parents;
- Vision, hearing, and dental screening;
- Any physical examinations or screenings;
- Immunization as provided by the Department of Public Health & Human Services;
- Any mental health services or screenings.

In general, the District will notify parents of the specific or approximate dates during the school year when screening administered by the District is conducted.

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

All parents will be notified of requirements of the District's policy on physical examinations and screening of students, at least annually at the beginning of the school year and within a reasonable period of time after any substantive change in the policy which is:

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

Parents or eligible students will be given the opportunity to consent to the above-described screenings.

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

Cross References:

Policy 2158 Parental and Family Engagement

Policy 3305 Seclusion and Restraint

Policy 3310P Risk Assessment

Policy 3431 Emergency Treatment

Legal Reference:

§ 20-3-324(20), MCA Powers and Duties

§ 40-6-701, MCA Parental Rights

20 U.S.C. 1232h(b), General Provision Concerning Education

Policy History: Adopted on: July 1, 2000

Revised on: December 18, 2006

Revised on: November 23, 2015

Revised on: April 22, 2024



Great Falls Public Schools

Curriculum Department • 1100 4th Street South • P.O. Box 2429,
Great Falls, MT 59403 • 406.268.6020 • www.gfps.k12.mt.us

Dear Elementary Parents,

We hope your school year has been great to this point for you and your student(s). The Montana legislature has passed a law that places requirements on schools to notify parents about certain instructional topics. In this case, MC 20-7-120 requires schools to notify parents concerning any course that teaches topics related to human sexuality. GFPS teachers work hard to ensure the curriculum we deliver is responsible and developmentally appropriate for young children. **In a review of all curriculum in grades K-6, there are two areas to which the law applies.**

- The 5th and 6th Grade Health Enhancement curriculum includes a lesson in human growth and development. There is also a separate lesson on AIDS education for both grades.
- K-6 Personal Safety Counseling Lessons (specifically safe touch lessons including the terminology “private parts”).

Prior to any of these lessons being taught, Great Falls Public Schools parents will be notified. Parents have always had the right to review any of our curriculum. That open approach is reflected in our School Board Policy 2335 which states that parents can request their child be excluded from these lessons without prejudice.

If you have any questions or concerns or you would like to view the curriculum materials, please call the principal at your student’s school.

Sincerely,

Lance Boyd
Executive Director of
Student Achievement- East Side
406-268-6008

Jackie Mainwaring
Executive Director of
Student Achievement- West Side
406-268-6006

gfps GREAT FALLS PUBLIC SCHOOLS
EAST MIDDLE SCHOOL

Authorization to Participate

East Middle School offers volunteer participation in student clubs. A list of clubs that have been offered at EMS is below. Active clubs that are currently offered at EMS can be seen on our website (link below), where you are able to read club descriptions(s) and advisor(s) names(s).

Academic Bowl Club	Critical Thinking Club	Rock Painting Club
Art Club	Crocheting Club	Sewing Club
Basic Engineering Club	Diamond Art	Sing Language Club
Basic Survival Club	Fiddling	Sports History Club
Basketball Club	For the Birds	Sudoku
Book Clubs	GFHS Ultimate Football	Taylor Swifts: Lyrics
Card & Dice Games Club	Inclusion Club	Bracelets
Chess Club	Games of Tournaments	The Great Outdoors
Color Your Heart Out Club	Jazz Band Club	Working with Weights for All
Colorful Creations	Origami Club	Writers Lounge
Community Outreach	Playing Cards for Skill	Your brain loves to color
Cribbage Club	Strategy Club	word searches

Other clubs may be added on an ongoing basis. Please check the EMS website for the most current active clubs, club description & names of advisors:

Parental permission is required for the student to participate in any/all club(s). By signing this form, you give permission for your child to participate in the club(s) identified by you and:

- *Agree the student is fully capable of participating in the club or clubs and agree to disclose all known limitations to the district, including, but not limited to; medical conditions, physical limitations, and any other limitation known to the student or the parents.*
- *Understand and acknowledge that the student may not be skilled in one or all of the clubs;*
- *Understand and acknowledge that the student is subject to all eligibility requirements adopted by the district for participation as well as any governing agency, including but not limited to the Montana High School Association;*
- *Understand and acknowledge that engaging in any club(s) may require a degree of skill and knowledge which the student may not possess;*
- *Understand and acknowledge that the club in which the student seeks to participate may require an audition or try-out to determine if the student has the required skills/abilities to participate and that the student may be “cut” from the club through the audition/try-out*

process;

- Understand and acknowledge that the district has informed us that certain risks are inherent in some clubs and cannot be eliminated without destroying the unique character of the club. These risks may include, but are not limited to; the inherent dangers related to sports, athletic events, hazards of traveling in and to areas without medical services or care, dangers due to the forces of nature (including, but not limited to, avalanches, lightning, fire, inclement weather, exposure, flooding), dehydration, falls, injury caused by malfunction or failure of any equipment, injury or sickness resulting from food, allergies, transportation accidents, and others;
- Understand and acknowledge that the foregoing description of risks is incomplete, and these risks and other unlisted, unknown, or unanticipated risks may result in injury or death;
- Understand and acknowledge that engaging in any club(s) may require a participant to listen to any instructions, warnings, or risk assessments of the district, to ask for instruction or clarification whenever needed, and to follow instructions; and
- Understand and acknowledge that the district may remove the student from club(s) for any breach of safety policies, or any conduct that the district deems unsafe.

The student and parents hereby consent to the student participating in the club(s) identified in spite of, and with full knowledge of, risks which may be associated with that club.

By signing this Agreement, the student and parents acknowledge they have carefully read and understand its contents.

- **I give permission for my student to participate in ONLY the club(s) I've listed below:**

- **My child has permission to participate in ALL of the clubs listed on this form, and/or currently offered at EMS, as well as new clubs that may be added for the 2025-2026 school year. I understand that only currently active club(s) are listed on the EMS website, so not all clubs listed above may be available to participate in at this time.**

STUDENT NAME

STUDENT SIGNATURE

DATE

NAME OF PARENT/GUARDIAN

PARENT/GUARDIAN SIGNATURE

DATE

NOTE: Please return this form to the club advisor. Signed permission must be provided before a student can participate in a club or activity.



Be a Champion!

North Middle School: #GoGriz!



Club Permission Form 2025-2026

Authorization to Participate and Record

The District offers students clubs and extracurricular activities, events, and programs to the Student, including, but not limited to, curricular and co-curricular programs and clubs and transportation and lodging to, from, and associated with these activities (Collectively “Clubs and Activities”).

Below is a list of some of the clubs being offered this year at North Middle School.

Archery Club	Basketball Club	Brian-based Board Games
Bunco	Card Club	Chess Club
Coloring for Relaxation	Cribbage Club	Current Events Club
Debate Club	Desmos Art Club	Drawing Club
Fly-Tying Club	Ghost Adventures	Harry Potter Club
Jazz Band	KODU Club	Local History Club
Military Matters	Nail Tech Career Club	NMS Student Gov't
North Grizzly Spirit Club	Origami Club	Paint by Numbers
R.A.K. (kindness Club)	Reading Club	Science Club
Special Olympics Montana Unified Champion Club		
Swifties	Tenzi!	Video Production
Weight Lifting	Yearbook Club	

**To see the full club descriptions, please check the North Middle School website:*

<https://mt50000605.schoolwires.net/page/47>

Parental permission is required for the student to participate in a Club or Activity. By signing this form, you permit your child to participate in the Club(s) and Activity(ies) identified by you and:

Agree the Student is fully capable of participating in the Club/Activity or Clubs/Activities and agree to disclose all known limitations to the District, including, but not limited to; medical conditions, physical limitations, and any other limitation known to the Student or the Parents.

Understand and acknowledge that the Student may not be skilled in one or all of the Clubs and Activities;

Understand and acknowledge that the Student is subject to all eligibility requirements adopted by the District for participation as well as any governing agency, including but not limited to the Montana High School Association;

Understand and acknowledge that engaging in any Activity may require a degree of skill and knowledge that the Student may not possess;

Understand and acknowledge that the Club or Activity in which the Student seeks to participate may require an audition or try-out to determine if the Student has the required skills/abilities to participate and that the Student may be “cut” from the Club or Activity through the audition/try-out process;

Understand and acknowledge that the District has informed us that certain risks are inherent in some Clubs and Activities and cannot be eliminated without destroying the unique character of the Club and/or Activity. These risks may include, but are not limited to; the inherent dangers related to sports, and athletic events, hazards of traveling in and to areas without medical services or care, dangers due to the forces of nature (including, but not limited to, avalanches, lightning, fire, inclement weather, exposure, flooding), dehydration, falls, injury caused by malfunction or failure of any equipment, injury or sickness resulting from food, allergies, transportation accidents, and others;

Understand and acknowledge that the foregoing description of risks is incomplete, and these risks and other unlisted, unknown, or unanticipated risks may result in injury or death;

Understand and acknowledge that engaging in any Activity may require a participant to listen to any instructions, warnings, or risk assessments of the District, to ask for instruction or clarification whenever needed, and to follow instructions; and

Understand and acknowledge that the District may remove the Student from Activities for any breach of safety policies, or any conduct that the District deems unsafe.

You further acknowledge and consent to the Student being recorded by audio or video means by a school employee/representative/coach/advisor during participation in a Club or Activity for purposes of coaching or instruction.

The Student and Parents hereby consent to the Student participating in the Club(s) and Activit(ies) identified despite, and with full knowledge of, risks which may be associated with that Activity.

By signing this Agreement, the Student and Parents acknowledge they have carefully read and understand its contents.

☐ *I permit for my child to participate in ANY of the clubs listed above.*

Or, please list the club(s) for which permission is given for the Student to participate (if available) :

My child has permission to participate in all of the clubs listed on page one.

STUDENT NAME

STUDENT SIGNATURE

DATE

NAME OF PARENT OR GUARDIAN

PARENT/GUARDIAN SIGNATURE

DATE

Please return this form to the club advisor. Signed permission must be provided before a student can participate in a Club or Activity.



Great Falls Public Schools

Curriculum Department • 1100 4th Street South • P.O. Box 2429,
Great Falls, MT 59403 • 406.268.6020 • www.gfps.k12.mt.us

Dear Middle School Parents,

We hope your school year has been great to this point for you and your student. The Montana legislature has passed a law that places certain requirements on schools. In this case, MCA 20-7-120 requires schools to send a letter to parents concerning any course that teaches any of the listed topics: human sexuality - including intimate relationships, human sexual anatomy, sexual reproduction, sexually transmitted infections, sexual acts, sexual orientation, gender identity, abstinence, contraception, or reproductive rights and responsibilities.

Throughout the years, GFPS has always worked hard to find responsible and developmentally appropriate curriculum for our students. This includes developing curriculum designed to be responsive to family concerns and educate students in the areas of health and science.

At the middle school level these courses have limited and responsible exposure to a few of the subject areas listed above:

- 7th and 8th Grade Health (Diseases and STD's)
- 7th Grade Science (Life Science Reproduction, and Limited Anatomy)
- 7th Grade Family and Consumer Science (Healthy Relationship vs. Unhealthy)

Great Falls Public Schools parents have always had the right to review any of our curriculums. That open approach to our curriculum has always occurred and is reflected in our School Board Policy 2335 which states: "Parents may ask to review the materials to be used and may request that their child be excluded from sex education class sessions without prejudice."

If you have any questions or concerns or you would like to view the curriculums, please call the principal at your student's school. To reach the North Middle School Principal, Brian Miller, please call 268-6530 and, to reach the East Middle School Principal, Brad Barringer, call 268-6503.

Sincerely,

Lance Boyd
Executive Director of
Student Achievement- East Side
406-268-6008

Jackie Mainwaring
Executive Director of
Student Achievement- West Side
406-268-6006



Club Permission Form

Authorization to Participate and Record

The District offers student clubs and extracurricular activities, events, and programs to the student, including, but not limited to, curricular and co-curricular programs and clubs and transportation and lodging to, from, and associated with these activities (collectively “Clubs and Activities”).

Art Club	Key Club
Business Professionals of America BPA	Lunch Bunch Mentoring
Club of Jesus	JROTC
DECA	News Club
Family Career and Community Leaders of America (FCCLA)	Peer Mentor Group
Fellowship of Christian Athletes (FCA)	R Wildcats Mentoring Club
Full Orchestra	Skills USA
Gardening Club	Speech & Debate (NSDA)
HOSA: Future Health Professionals	Students of Service
Indigenous Club	RPG Dungeons & Dragons Club
International Club	We Are Rustlers

Other clubs may be added on an ongoing basis. Please check the CMR website for the most current list and club information at <https://cmrhs.gfps.k12.mt.us/>

Parental permission is required for the student to participate in a Club or Activity. By signing this form, you give permission for your child to participate in the Club(s) and Activity(ies) identified by you and:

- Agree the Student is fully capable of participating in the Club/Activity or Clubs/Activities and agree to disclose all known limitations to the District, including, but not limited to; medical conditions, physical limitations, and any other limitation known to the Student or the Parents.
- Understand and acknowledge that the Student may not be skilled in one or all of the Clubs and Activities;
- Understand and acknowledge that the Student is subject to all eligibility requirements adopted by the District for participation as well as any governing agency, including but not limited to the Montana High School Association;
- Understand and acknowledge that engaging in any Activity may require a degree of skill and knowledge which the Student may not possess;
- Understand and acknowledge that the Club or Activity in which the Student seeks to participate may require an audition or try-out to determine if the Student has the required skills/abilities to participate and that the Student may be “cut” from the Club or Activity through the audition/try-out process;

- Understand and acknowledge that the District has informed us that certain risks are inherent in some Clubs and Activities and cannot be eliminated without destroying the unique character of the Club and/or Activity. These risks may include, but are not limited to; the inherent dangers related to sports, athletic events, hazards of traveling in and to areas without medical services or care, dangers due to the forces of nature (including, but not limited to, avalanches, lightning, fire, inclement weather, exposure, flooding), dehydration, falls, injury caused by malfunction or failure of any equipment, injury or sickness resulting from food, allergies, transportation accidents, and others;
- Understand and acknowledge that the foregoing description of risks is incomplete, and these risks and other unlisted, unknown, or unanticipated risks may result in injury or death;
- Understand and acknowledge that engaging in any Activity may require a participant to listen to any instructions, warnings, or risk assessments of the District, to ask for instruction or clarification whenever needed, and to follow instructions; and
- Understand and acknowledge that the District may remove the Student from Activities for any breach of safety policies, or any conduct that the District deems unsafe.

You further acknowledge and consent to the Student being recorded by audio or video means by a school employee/representative/coach/advisor during participation in a Club or Activity for purposes of coaching or instruction.

The Student and Parents hereby consent to the Student participating in the Club(s) and Activity(s) identified in spite of, and with full knowledge of, risks which may be associated with that Activity.

By signing this Agreement, the Student and Parents acknowledge they have carefully read and understand its contents.

Club(s) and/or Activity(ies) for which permission is given for the student to participate:

- **My child has permission to participate in all of the clubs listed on page one.**

STUDENT NAME

STUDENT SIGNATURE

DATE

NAME OF PARENT OR GUARDIAN

PARENT/GUARDIAN SIGNATURE

DATE

Please return this form to the club advisor. Signed permission must be provided before a student can participate in a Club or Activity.



Club Permission Form 2025-2026

Authorization to Participate

Great Falls High School offers volunteer participation in student clubs. A list of clubs that have been offered at GFHS is below. Active clubs that are currently offered at GFHS can be seen on our website (link below), where you are able to read club description(s) and Advisor(s) name(s)

Art Club	I Am Bison – IMB
Bike Club	Indigenous Club
Business Professionals of America BPS	JROTC
Chess Club	Key Club
Classic Card Club	Montana Educational Talent Search (METS)
Crochet Club	Rocketry Club
Cyber Patriots	Role-Playing Game Club – RPG Club
DECA	Ski & Board Club
Drama	Skills USA
Family Career & Community Leaders of America (FCCCLA)	Spanish Club
Fellowship of Christian Athletes (FCA)	Speech & Debate (NSDA)
Gardening Club	Student Culture Survey
Geology Club	Student Government (STUCO)
German Club	Welding Club
HOSA: Future Health Professionals	Writing Club
	Young Life

***Other clubs may be added on an ongoing basis. Please check the GFHS website for the most current active clubs, club descriptions & names of Advisors:** <https://gfhs.gfps.k12.mt.us/parents-students/clubs>

Parental permission is required for the student to participate in any/all Club(s). By signing this form, you give permission for your child to participate in the Club(s) identified by you and:

- Agree the Student is fully capable of participating in the Club or Clubs and agree to disclose all known limitations to the District, including, but not limited to; medical conditions, physical limitations, and any other limitation known to the Student or the Parents.
- Understand and acknowledge that the Student may not be skilled in one or all of the Clubs;
- Understand and acknowledge that the Student is subject to all eligibility requirements adopted by the District for participation as well as any governing agency, including but not limited to the Montana High School Association;

- Understand and acknowledge that engaging in any Club(s) may require a degree of skill and knowledge which the Student may not possess;
- Understand and acknowledge that the Club in which the Student seeks to participate may require an audition or try-out to determine if the Student has the required skills/abilities to participate and that the Student may be “cut” from the Club through the audition/try-out process;
- Understand and acknowledge that the District has informed us that certain risks are inherent in some Clubs and cannot be eliminated without destroying the unique character of the Club. These risks may include, but are not limited to; the inherent dangers related to sports, athletic events, hazards of traveling in and to areas without medical services or care, dangers due to the forces of nature (including, but not limited to, avalanches, lightning, fire, inclement weather, exposure, flooding), dehydration, falls, injury caused by malfunction or failure of any equipment, injury or sickness resulting from food, allergies, transportation accidents, and others;
- Understand and acknowledge that the foregoing description of risks is incomplete, and these risks and other unlisted, unknown, or unanticipated risks may result in injury or death;
- Understand and acknowledge that engaging in any Club(s) may require a participant to listen to any instructions, warnings, or risk assessments of the District, to ask for instruction or clarification whenever needed, and to follow instructions; and
- Understand and acknowledge that the District may remove the Student from Club(s) for any breach of safety policies, or any conduct that the District deems unsafe.

The Student and Parents hereby consent to the Student participating in the Club(s) identified in spite of, and with full knowledge of, risks which may be associated with that Club.

By signing this Agreement, the Student and Parents acknowledge they have carefully read and understand its contents.

- **I give permission for my student to participate in ONLY the Club(s) I’ve listed below:**

- My child has permission to participate in ALL of the Clubs listed on this form, and/or currently offered at GFHS, as well as new clubs that may be added for the 2025-2026 school year. I understand that only currently active Club(s) are listed on the GFHS website, so not all clubs listed above may be available to participate in at this time.

STUDENT NAME	STUDENT SIGNATURE	DATE
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NAME OF PARENT/GUARDIAN	PARENT/GUARDIAN SIGNATURE	DATE
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NOTE: Please return this completed form to the GFHS Main Office. *Signed permission must be provided before a student can participate in any Club.*



Great Falls Public Schools

Curriculum Department • 1100 4th Street South • P.O. Box 2429,

Great Falls, MT 59403 • 406.268.6020 • www.gfps.k12.mt.us

Dear High School Parents,

We hope your school year has been great to this point for you and your student. The Montana legislature has passed a law that places certain requirements on schools. In this case, MCA 20-7-120 requires schools to send a letter to parents concerning any course that teaches any of the listed topics: human sexuality - including intimate relationships, human sexual anatomy, sexual reproduction, sexually transmitted infections, sexual acts, sexual orientation, gender identity, abstinence, contraception, or reproductive rights and responsibilities.

Throughout the years, GFPS has always worked hard to find responsible and developmentally appropriate curriculum for our students. This includes developing curriculum designed to educate students in the areas of health, science and family & consumer science.

At the high school, these courses and subject areas are listed below:

Required Courses:

- 9th and 10th Grade Health
- Biology 1-2
- English (Novels may touch on human relationships)

Elective Courses:

- Anatomy and Physiology (Science elective)
- Developing Child (Family and Consumer Science elective)
- Medical Terminology (Health Science/CTE elective)
- EMT (Health Science/CTE elective)

In addition, Advanced Placement (AP) or Dual Credit courses may contain topics related to human sexuality. These courses have curriculum based on criteria outside the GFPS and Montana State Standards. If you have concerns, you may contact the teacher of the course directly.

Great Falls Public Schools parents have always had the right to review any of our curriculums. That open approach to our curriculum has always occurred and is reflected in our School Board Policy 2335 which states: "Parents may ask to review the materials to be used and may request that their child be excluded from sex education class sessions without prejudice." If you have questions or wish to view the materials used in these lessons, **please contact your child's teacher for more information.**

Sincerely,

Lance Boyd
Executive Director of
Student Achievement- East Side
406-268-6008

Jackie Mainwaring
Executive Director of
Student Achievement- West Side
406-268-6006

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SCHOOL DISRUPTIONS DUE TO EMERGENCIES



Assume that school will be in session and buses will be running as scheduled unless there is official notification from the Superintendent to the contrary.

The Superintendent may order the cancellation of some or all bus routes; the delay of some or all bus routes, the closure of school, the delay of school start, and/or the early dismissal of school.

Parents should seek out information, **but try not to call the school**. Notification may be made or accessed in the following ways:

- Mass text and/or voicemail notification from the GFPS automated communications system
 - o **The school MUST have current contact information.** Please notify the school to update your contact information.
- GFPS Instagram: <https://www.instagram.com/greatfallspublicschools/>
- GFPS Facebook: <https://www.facebook.com/GreatFallsPublicSchools>
- GFPS Website: www.gfps.k12.mt.us
- Media Twitter and websites: @KRTV, www.krtv.com, @KFBB, www.kfbb.com, @GFTribune, www.greatfalls Tribune.com, @TheElectricGF, www.theelectricgf.com
- GFPS News Releases Website page: <https://greatfallsmt.net/police/news-releases>
- GFPS Facebook: <https://www.facebook.com/GFPolice/>
- Radio Stations: FM: 89.9, 92.9, 94.5, 97.9, 98.9, 101.7, 102.7, 104.9, and 106.1 or AM: 560 and 1450. **Please be aware that GFPS has no control over media or radio station announcements.**
- Call 406-268-6444 for a recorded phone message (you may reach a busy signal depending on caller volume)



Information about the District's automated notifications can be found at this website:

[10-1-2024 GFPS RemindInCaseofCrisisNotice2024.pdf](#)

Parents have the right and responsibility to make attendance decisions for their children based on their individual circumstances.

Post this on your refrigerator at home for quick reference.

PREFACE

To Students and Parents:

The Great Falls Public Schools Student Handbook contains information that students and parents will likely need during the school year. The handbook has a Table of Contents to use as a reference. Throughout the handbook, the term the student's parent is used to refer to the parent, legal guardian, or other person who has agreed to assume school-related responsibility for a student; the term Superintendent is used to refer to the Superintendent or his/her designee; the term Principal is used to refer to the Principal or his/her designee.

The Student Handbook is designed to be in harmony with Board policy. Please be aware this document is updated and then published annually every June, while policy adoption and revision are ongoing processes. Therefore, any policy changes that affect student handbook provisions will be made available to students and parents on the GFPS District website and other communications. These changes will generally supersede provisions found in this handbook that have been made obsolete by newly adopted policy.

In case of conflict between Board policy and any provisions of student handbooks, the provisions of Board policy that were most recently adopted by the Board are to be followed.

Please note references to policy codes are included to help parents confirm the current policy. District Board Policies can be found on the District's website at: <http://gfps.k12.mt.us/school-board>

NON-DISCRIMINATION POLICY

The Great Falls School District does not discriminate. Equal educational opportunities shall be available for all students without regard to race, color, national origin, ancestry, sex, ethnicity, language barrier, religious beliefs, physical and mental handicap or disability, economic or social conditions, or actual or potential marital or parental status, or, in accordance with binding guidance of the Federal Office of Civil Rights, Title VI of the Civil Rights Act of 1964, regarding the scope of Title IX's sex discrimination prohibition, gender identity, sexual orientation, or failure to conform to stereotypical notions of masculinity or femininity; Title IX of the Educational Amendments of 1972; Section 504 of the Rehabilitation Act of 1973, as amended; and the Boy Scouts Act – providing equal access to the Boy Scouts and other designated youth groups.

No student shall, in accordance with binding guidance of the Federal Office of Civil Rights regarding the scope of Title IX's sex discrimination prohibition, be denied equal access to programs, activities, services, or benefits or be limited in the exercise of any right, privilege, advantage, or denied equal access to educational and extracurricular programs and activities. The District will not tolerate hostile or abusive treatment, derogatory remarks, or acts of violence because of disability against students, staff, or volunteers with disabilities. The District considers this behavior to constitute discrimination based on disability in violation of state and federal law. The District shall provide a free appropriate public education and necessary related services to all children with disabilities residing within the District, as required under the Individuals With Disabilities Education Act (hereinafter "IDEA") and implementing provisions in Montana law, and the Americans With Disabilities Act. For students eligible for services under IDEA, the District shall follow procedures for identification, evaluation, placement, and delivery of service to children with disabilities as provided in the current "Montana State Plan under Part B of "IDEA."

Inquiries regarding sexual harassment, sex discrimination, or sexual intimidation should be directed to the District's Title IX Coordinator, to the Assistant Secretary for Civil Rights of the Department of Education, or both. Inquiries regarding discrimination based on disability or requests for accommodation should be directed to the Districts Section 504 Coordinator. The Board designated the following individual to serve as the **District's Title IX & Section 504 Coordinator for students: Lance Boyd, Executive Director of Student Achievement (Phone: 406-268-6008).**



Any individual may file a complaint alleging violation of this policy, Policy 3200-Student Rights and Responsibilities, Policy 3225/3225P/3225F -Sexual Harassment, or Policy 3266-Bullying/Harassment/Intimidation/Hazing by following those policies or Policy 1770-Uniform Complaint Procedure. The school district does not discriminate on the basis of race, color, national origin, sex, age, or disability in matters affecting employment or in providing access to programs and services. It provides equal access to designated youth groups. The following person has been designated to handle inquiries and complaints regarding non-discrimination policies and to coordinate compliance efforts:

Name: Lance Boyd

Title: Executive Director of Student

Achievement

Address: 1100 4th Street South, PO Box 2429, Great Falls, MT 59403

Email: lance_boyd@gfps.k12.mt.us

Phone: (406) 268-6008

Inquiries or complaints may also be directed to the Office for Civil Rights, U.S. Department of Education, 400 Maryland Avenue S.W., Washington D.C. 20202, or by calling (800) 421-3481 or (877) 521-2172 (TTY).

OFFICE USE ONLY			
Student ID #:	Date Distributed:		

00ESEA-TPQ-01 (04/17 - US)

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Sexual Harassment Reporting/Intake Form for Students

This form is not required. Complaints may be submitted in any matter noted in Policy 5012. The form may be used by the Title IX Coordinator to document allegations.

School _____ Date _____

Student's name _____

1. Who was responsible for the harassment or incident(s)?

3. Describe the incident(s).

4. Date(s), time(s), and place(s) the incident(s) occurred.

4. Were other individuals involved in the incident(s)? yes no

If so, name the individual(s) and explain their roles.

5. Did anyone witness the incident(s)? yes no

If so, name the

witnesses. _____

6. Did you take any action in response to the incident? yes no

If yes, what action did you take?

7. Were there any prior incidents? yes no

If so, describe any prior incidents.

Signature of complainant _____ Date

of parents/guardians (optional) _____ Date

Signature of the Title IX Coordinator _____ Date

Feel free to attach documentation.

Retaliation is prohibited by federal law and District policy. The identity of the individual signing this form will remain confidential in accordance with law and policy.



Great Falls Public Schools School—Parent Compact

Dear Parent/Guardian: We value your role in working to help your child achieve academic success. The following is an outline of some of the ways you and the school staff can build and maintain a partnership to share the responsibility for supporting your child's learning.

Title I Parent Engagement

The District and schools' Parent Advisory Councils will review and ensure the District, and schools work with families to design procedures to assist in meeting the needs of students and in support of parents as partners in the education of their children, especially in transition grades (Kindergarten, Middle School, and High School entry).

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

Guidelines

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

1. Home support for the child's education;
2. Parent participation in school decision-making;
3. Parent education; and
4. Volunteering.

The school system will provide opportunities for conversations about effective parent involvement practices, professional development, and resources for staff and parents/community regarding the shared responsibility of educating the children of our community.

Roles and Responsibilities

Student

It is the responsibility of the student to:

1. Come prepared;
2. Complete assignments;
3. Follow school expectations; and
4. Seek help if needed.

Parent

It is the responsibility of the parent to:

1. Actively communicate with school staff;
2. Encourage consistent attendance in school by their children;
3. Be aware of the rules and regulations of the school;
4. Take an active role in the child's education by reinforcing the skills and knowledge the student has learned in school and at home; and
5. Utilize opportunities for participation in school activities.

Teacher/Staff

It is the responsibility of staff to:

1. Effectively and actively communicate with all parents about skills, knowledge, and attributes students are learning in school and making suggestions for reinforcement;
2. Send information to parents of Title I children (including parents of migrant/immigrant children if applicable) in a format and to the extent practicable, in a language the parents can understand;
3. Develop and implement a school plan for parent engagement;
4. Promote and encourage parent engagement activities; and
5. Review the family engagement policy annually and update it when needed.

Community

Community members who volunteer in the schools have the responsibility to:

1. Be aware of and follow the rules and regulations of the school; and
2. Utilize opportunities for participation in school activities.

Administration

It is the responsibility of the administration to:

1. Facilitate and implement the Title I Parent Engagement Policy and Plan at the school and district levels;
2. Provide training and space for parent engagement activities;
3. Provide resources to support successful parent engagement practices;
4. Provide in-service education to staff regarding the value and use of contributions of parents and how to communicate and work with parents as equal partners; and
5. Send information to parents at Title I schools (including parents of migrant/immigrant children if applicable) in a format and, to the extent practicable, in a language the parents can understand.

Thank you for your support and involvement with your child's education. Please contact the person(s) listed below for more information.

Carol Paul, Title I Coordinator, at 406-268-6779 or email carol_paul@gfps.k12.mt.us

Lance Boyd, Executive Director of Student Achievement, at 406-268-6008 or by email at lance_boyd@gfps.12.mt.us



Annual Parent Notice

July 1, 2025

Right to Request Teacher Qualifications

Great Falls Public Schools receives federal funds for programs that are part of the *Elementary and Secondary Education Act (ESEA)*, as amended (2015). Throughout the school year, we will continue to provide you with important information about this law and your child's education. Based on current education law, teachers must have earned State certification and licensure. State certification and licensure is the training required to be a teacher.

We are very proud of our teachers and feel they are ready for the coming school year. We are prepared to give your child a high-quality education. You have the right to request information about the professional qualifications of your child's teacher(s) or paraprofessional(s). A paraprofessional provides academic or other support for students under the direct supervision of a teacher. If you request this information, the district or school will provide you with the following as soon as possible:

1. if the teacher has met State certification and licensing requirements for the grade levels and subjects for which the teacher provides instruction;
2. if State certification and licensing requirements have been waived (is not being required at this time) for the teacher under emergency or other temporary status;
3. if the teacher is teaching in the field of discipline for which they are certified or licensed;
4. if the teacher has met State-approved or State-recognized certification, licensing, registration, or other comparable requirements. These requirements apply to the professional discipline in which the teacher is working and may include providing English language instruction to English learners, special education or related services to students with disabilities, or both; and
5. if your child is receiving Title I or Special Education services from paraprofessionals, his or her qualifications.

Our staff is committed to helping your child develop the social, academic, and critical thinking they need to succeed in school and beyond. That commitment includes making sure all of our teachers and paraprofessionals are highly skilled.

If you would like to request information about your child's teacher(s) or paraprofessional(s), or if you have any questions about your child's assignment to a teacher or paraprofessional, please contact the following person:

Name: Luke Diekhans
Phone: (406) 268-6010

Title: Director of Human Resources
Email: luke_diekhans@gfps.k12.mt.us

Thank you for your interest and involvement in your child's education.

Director of Human Resource

ABUSED AND NEGLECTED CHILD REPORTING

- Reference; GFPS Board Policy: 5232

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

The employee shall notify the Superintendent, Principal, or supervising administrator that a report has been made by the employee. An employee does not discharge the obligation to personally report to DPHHS by notifying the Superintendent, Principal, or supervising administrator.

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

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

ATTENDANCE

- Reference; GFPS Board Policy: 2050, 2162, 2161R, ~~3100, 3100P~~, 3100R, 3120, 3122, 3122R, 3130, 3141, 3150, 3150R.

Compulsory Attendance

Parents, guardians, or other person who is responsible for the care of any child who is seven (7) years of age or older prior to the first day of school, in any school fiscal year, is responsible for seeing that the child attends the school in which the child is enrolled for the school term and each school day in the term prescribed by the trustees of the district until the later of the following dates:

1. The child's sixteenth (16th) birthday;
2. The date the child completes the eighth (8th) grade.

The provision above do not apply to the following cases:

- a. The child has been excused under one of the conditions specified in §20-5-102, MCA.
- b. The child absent because of illness, bereavement, or other reason prescribed by the policies of the Trustees.
- c. The child has been suspended or expelled under the provisions of §20-5-202, MCA.
- d. The child is excused pursuant to Section 2 of §20-5-103, MCA.
- e. The child is excused pursuant to §40-6-701(1) or Policy 2158.

Parents shall enroll the student unless the student is:

1. Provided with supervised correspondence or home study;
2. Excused from compulsory school attendance upon a determination by a district judge that attendance is not in the best interest of the child;
3. Enrolled in a non-public or home school;
4. Enrolled in a school of another district or state under the tuition provisions of this title; or,
5. Excused by the Board upon a determination that such attendance by a child who has attained the age of sixteen (16) is not in the best interest of the child and the school.

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

It is the policy of the District to provide enhanced educational opportunities to students under the age of 5 when a child qualifies and when Community-Based exceptional circumstances are present. Administration shall ensure admission, enrollment, and assignment of all qualifying children under policy 2165. For more information on qualifying “exceptional circumstances” refer to policy 2165.

Attendance Policy

The Board believes and research supports that students who attend school regularly are more successful than those who do not. Students are responsible for attending class. The learning experiences that take place in the classroom environment are an essential part of the educational process. Absences and tardiness tend to disrupt the continuity of the instructional program and the time lost from class is irretrievable, particularly in terms of opportunity for interaction and exchange of ideas between students and teachers. Missing class hinders a student’s ability to master the subject matter, and this may be reflected in the grade. Grades earned in any course shall reflect the student’s fulfillment of academic requirements, achievement, and daily participation. The administration does not condone absences that detract from our academics.

A student’s regular school attendance also reflects dependability and is a significant component of a student’s permanent record. Future employers are as much concerned about punctuality and dependability as they are about academic records. School success, scholarship, and job opportunities are greatly affected by a good attendance record.

Attendance Notification

It is the student’s responsibility to come to school on time and be prepared each day. Daily notification to the school from a parent or legal guardian is required when a student is absent or late. Teachers shall keep a record of absence and tardiness, and all absences will be recorded on the report card. Before the end of the school day, each school shall attempt to contact every parent, guardian, or custodian whose child is absent from school but who has not reported the child as absent for the school day, to determine whether the parent, guardian, or custodian is aware of the child’s absence from school. Any absence must be verified within 48 hours of the absence, or the absence will be recorded as unexcused. The Attendance Officers and/or School Resource Officers (SRO) of each school will be notified of all unexcused absences.

Alternative attendance plans may be created when absences and/or truanancies negatively impact student achievement.

Students with excessive absences may have their names shared with Alliance for Youth and/or the County Attorney's office for intervention and support.

Excessive absences will result in consequences according to policy procedure 3122R and will be reported on the report card. Specific rules and regulations regarding attendance and tardies, as well as bell schedule(s) can be found in the respective school(s) student handbook(s) and/or school webpage(s).

Attendance Officer

The Great Falls School District has appointed the principal and the associate principals assigned to each school as the Attendance Officers of the school. The Attendance Officers shall have the powers and duties as stated in § 20-5-105 (1) (Section 2) MCA.

Attendance Part-Time

The District will review requests for part-time enrollment of grades K-12 students on a case-by-case basis, with the Superintendent or designee making a final decision. Acceptance of students in grades K-12 for part-time enrollment will not adversely affect a school's accreditation or enrollment.

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

Attendance Part-Time Student Enrollment

Montana law provides that properly enrolled students must attend school unless the child is excused from attending, as provided specifically in law. Enrollment in a non-public or home school that complies with the provisions of Montana law, § 20-5-109 MCA, excuses the child and their parent, guardian, or custodian from the compulsory enrollment and attendance requirements.

Students enrolled in private schools or registered home schools in the Great Falls Public School District may seek to enroll and be approved for enrollment on a part-time basis in Great Falls Public Schools.

Part-time student enrollment will be accommodated by Great Falls Public Schools within the following limitations:

1. Placement: The location of the services provided will be at the discretion of the District pursuant to district policy. Students may be placed in grade levels and/or in courses at the discretion of the District based on student educational records which may include assessment results.
2. Enrollment: Students must enroll for a minimum of one (1) hour per day for the school year.
3. Attendance: Upon enrollment as a part-time student with this District, the student will comply with the compulsory attendance provisions of the law for the time they are scheduled to be in class in the District. Students found in non-compliance with the attendance/enrollment rules for the time scheduled to be in class in the District will be considered truant.
4. Discipline: The parent, guardian, or custodian understands and agrees the child will be subject to Montana law and the discipline policies and procedures of Great Falls Public Schools as prescribed by law. Students determined to be in violation under these provisions may be suspended or expelled as allowed in the law.
5. Transportation: Transportation services will be provided by the parent, guardian, or custodian pursuant to Montana law and District policies.

6. FAPE (Free Appropriate Public Education) and Special Education (IDEA) Services: Enrollment is afforded in compliance with these guidelines.

Extra-Curricular Athletics for Home-school/Nonpublic (non-MHSA member) students

As per state law and MHSA regulations, non-public or home-school students who meet the requirements of § 20-5-109 MCA can participate in MHSA member school extra-curricular activities with the following stipulations:

1. The same standards for participation must be met as those required of full-time students enrolled in the school (besides enrollment). **Students in a nonpublic or home school seeking to participate in an extracurricular activity shall be required to provide proof of identity and residency to participate.**
2. The same rules of the MHSA apply including age, semesters, academics, and transfer. Only enrollment is waived.
 - a. **Age rule:** A student who turns 19 after midnight on August 31st is age-eligible. Any 19-year-old (who turns 19 on or before midnight August 31st) can file a waiver of the age rule if the following is proved by the student: 1) the student does not create a safety risk, 2) the student does not skew the overall competitiveness of the activity, 3) participation will not exclude others, and 4) the student meets all necessary criteria to participate in MHSA activities.
 - b. **Semester rule:** Students are eligible for eight consecutive semesters and the semesters start to accrue after entering the ninth grade.
 - c. **The principal will verify when the student began high school coursework which will begin their semester accrual. (Eight consecutive semesters once they start ninth-grade coursework and semesters accrue whether they are attending school or not).**
3. The academic eligibility for extracurricular participation for a student attending a nonpublic school must be attested by the head administrator of the nonpublic school. The academic eligibility for extracurricular participation for students attending a home school must be attested in writing by the educator providing the student instruction with verification by the MHSA school principal. To meet the same standards as required by the law, a home-school and/or nonpublic school student must demonstrate they have passed five half-credit classes in the previous semester (90 school day period). Academic eligibility includes provisions 2.2, 2.3, and 2.4 from the MHSA handbook (see below).
 - a. (2.2) A grading period is defined as one semester. A semester is defined as one-half of a school year (approximately 18 school weeks or 90 school days). This definition is applicable to all schools regardless of the type of class scheduling format utilized (i.e. block, traditional, trimester etc.).
 - b. (2.3) A student must have received a passing grade and received credit in at least twenty-five periods of prepared class work or its equivalent in the last previous semester, at the school where the student participates; except that any ninth-grade student enrolled and attending any junior high, in the same school system as the senior high school, may be eligible to participate on that senior high school's athletic teams. If the school prohibits participation by ninth-grade students, this action by the local school will not be subject to review by the MHSA or its Executive Board.

- c. (2.4) A student must have received a passing grade and received credit in at least twenty-five periods of prepared work per week or its equivalent during the last preceding semester in which they were enrolled.
- 4. The student may only participate in the school in the student's attendance area.
 - a. The student must live in your school's attendance area.
 - b. The nonpublic and/or home-school student's entire family must live in the attendance area of the school they participate in.
 - c. Nonpublic or home-school students cannot transfer.
- 5. No student may establish eligibility concurrently at two-member schools.
- 6. Dual enrollment is not recognized for the purpose of eligibility in MHSA activities.
- 7. A nonpublic school and/or home-school student who participates at an MHSA member school is not eligible to concurrently participate in the same sport/activity that he/she participates in at the member school in any other league (nonpublic or home school). This provision protects member schools and nonpublic and home school leagues regarding dual participation.
- 8. All nonpublic/home-school participants are subject to the same rules and requirements for participation as students enrolled in Great Falls Public Schools.
- 9. Middle School Participation: The GFPS Athletic Department follows the same policies for middle school as high school when appropriate/possible.

Activities or Preplanned Absences

Participation in school activities is an important factor in a student's success in school. It is the parent's, guardian's, or custodian's and student's responsibility to notify the school prior to being absent. Absences for the participants in school-sponsored activities are excused, but students are responsible for the work missed. In order to participate in an extracurricular activity, including practice, students must be in school during the afternoon of the date of the event or in the afternoon on the last school day prior to the activity, if the activity falls on a non-school day. Exceptions may be made by the administration.

Excused Absences

A student is excused when the absence is due to:

- 1. Illness
- 2. Bereavement
- 3. Medical or legal appointments that cannot be scheduled outside of the school day
- 4. Weather-related absence when the schools remain in session, but the parent, guardian, or custodian deems it unsafe for the student to attend school
- 5. Necessary absences approved by the parent, guardian, or custodian
- 6. Participation in school activities

If there is a question regarding the validity of an excused absence, the Attendance Officer and/or the SRO may request that the parent, guardian, or custodian communicate directly to them regarding the reason for the absence or tardiness. Additionally, the Attendance Officer and/or the SRO may require verification, including documentation of medical conditions contributing to the absence. In the event the Attendance Officer and/or the SRO determines an absence or tardy is unnecessary, the absence or tardy will be considered unexcused.

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

Schoolwork missed during an excused absence will be made up at full credit. Students will make individual arrangements with the teachers for work completion. (Teachers will grant a minimum of 2 days for each day of absence for work completion.)

Unexcused Absences

An unexcused absence is an absence that has not been verified by a parent, guardian, custodian, or the school administration, an Attendance Officer, and/or SRO. Staff will not be expected to recreate the educational experience for students who have unexcused absences.

Truancy

For the purpose of this policy “truant” or “truancy” means the persistent non-attendance due to “unexcused absence”, as defined in this policy, for all or any part of a school day. Truants will be reported to legal authorities as prescribed by law, § 20-5-106, MCA Truancy.

Alternative Attendance Plans

Alternative attendance plans may be created when absences and/or truanancies negatively impact student achievement.

Discretionary Nonresident Student Attendance Policy

The Board, recognizes an educational requirement of its resident students including the need for an orderly educational process and environment, free from disruption, overcrowding, and any kind of violence or disruptive influences, hereby establishes criteria for the admission of nonresident students. Unless the provisions of § 20-5-321 MCA apply, admission to the District as a nonresident student is at its discretion. As such, the District will screen all nonresident students and only consider those who meet the criteria set forth in Policy 3141.

The Superintendent, or designee is hereby given the authority to recommend to the Board any nonresident student’s admission in accordance with Policy 3141. The Board shall make the final admission decision. In making the recommendation to the Board, the Superintendent, or designee will take into account all academic, conduct, and attendance history. The student may be denied admission if the Superintendent or designee determines the history indicates the admission of the student could be detrimental to the educational process of the District.

The District will not admit any student prior to viewing that student’s records from the student’s previous school district(s). The District has the option of accepting a nonresident student who does not meet the criteria set forth herein, if the student agrees to special conditions of admission, as set forth by the District.

Every nonresident student who seeks to enroll in the District shall apply for admission for the succeeding school year by March 15th for fall enrollment and December 15th for spring enrollment. All applications shall be submitted using the form found at Policy 3141F1 as developed by the Superintendent or designee.

For planning purposes, late applications will be accepted only at the Superintendent or designee's discretion and shall only be considered in extreme and extenuating circumstances.

The Board may declare an emergency which, in its opinion, necessitates the removal of all nonresident students from the schools.

CALENDAR

-Reference; GFPS Board Policy: 2050, 2100

School Calendar

The Board annually shall establish the dates for opening and closing classes, teacher in-services, the length and dates of vacation, and the days designated as legal school holidays. The school calendar shall have a minimum of one hundred eighty (180) days or at least the minimum aggregate hours required by the State of Montana of pupil instruction. In addition, seven (7) pupil instruction-related (PIR) days may be scheduled.

Extended School Year

In accordance with the District Policy 2011, § 20-1-301, MCA, and any applicable collective bargaining agreement covering the employment of affected employees, the Board of Trustees may establish a school calendar with an earlier start date and a later end date from non-emergency school years to ensure students receive the minimum number of aggregate instructional hours. The purpose of an extended school year will be to maximize flexibility in the delivery of instruction and learning for each student in the District in the event of school closures or other impacts of District operations due to a public health emergency. When setting an extended school year, the District will collaborate with students, parents, employees, and other community stakeholders. When proposing to adopt changes to a previously adopted school term, the Board of Trustees will follow the procedures outlined in Policy 2100.

School Schedule and Calendar

It is the objective of the Board of Trustees to ensure the proactive operations of the District during a public health emergency by: (1) meeting the educational needs of the students; (2) complying with all applicable statutes and rules pertaining to the aggregate hours of instruction; and (3) identifying and implementing innovative methods to meet educational and other needs of each student in the District.

Commemorative Holidays

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

CELLULAR TELEPHONE AND ELECTRONIC SIGNALING DEVICE POLICY

CELL PHONES AND OTHER ELECTRONIC EQUIPMENT

-Reference; GFPS Board Policy: 3630

The District believes that unauthorized use of cell phones and/or other electronic devices disrupts the instructional program and distracts from the learning environment.

Student possession and use of cellular phones, pagers, and other electronic signaling devices on school grounds, at school-sponsored activities, and while under the supervision and control of District employees is a privilege that will be permitted only under the circumstances described herein. At no time shall any student operate a cell phone or other electronic device with video capabilities in any locker room, bathroom, or other location where such an operation may violate the privacy right of another person.

Students may use cellular phones, pagers, and other electronic signaling devices on campus before school begins and after school ends. Students in grades 7-12 may also use such devices during the lunch period. These devices must be kept out of sight and turned off during instruction unless authorized by teachers. Unauthorized use of such devices disrupts the instructional program and distracts from the learning environment. Therefore, unauthorized use is grounds for confiscation of the device by school officials, including classroom teachers. Confiscated devices may be returned to the student, parent, or guardian dependent upon progressive discipline at the building level. Repeated unauthorized use of such devices may result in disciplinary action.

COMMUNICABLE DISEASES/CONDITIONS

-References; GFPS Board Policy: 2050, 3410, 3417, 3420

In all proceedings related to this policy, the District will respect a student's right to privacy. All applicable district policies and handbook provisions governing the confidentiality of student medical information remain in full effect.

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

The District shall provide soap and disposable towels, or other hand-drying devices, and they shall be available at all handwashing sinks. Common-use towels are prohibited. Sanitary napkin disposal shall be provided for girls of age ten or older and in teachers' toilet rooms and nurses' toilet rooms. The District shall provide sanitary napkin dispensers in the girls', nurses', and teachers' toilet rooms or some other readily available on-site access to sanitary napkins.

The Board recognizes that communicable diseases that may afflict students range from common childhood diseases, acute and short-term in nature, to chronic, life-threatening diseases such as human immunodeficiency virus (HIV) infection. The District shall rely on the advice of the public health and

medical communities assessing the risk of transmission of various communicable diseases to determine how best to protect the health of both students and staff.

The District shall manage common communicable diseases in accordance with DPHHS guidelines and communicable diseases control rules. If a student develops symptoms of any reportable communicable or infectious illness as defined while at school, the responsible school officials shall do the following:

1. isolate the student immediately from other students or staff;
2. inform the parent or guardian as soon as possible about the illness and request him or her to pick up the student; and
3. consult with a local health department official to determine if any further reporting or actions are needed.

Management of common communicable diseases will be in accordance with DPHHS guidelines and communicable disease control rules. A student who exhibits symptoms of a communicable disease that is readily transmitted in the school setting may be temporarily excluded from onsite school attendance. Offsite instruction will be provided during the period of absence in accordance with policy 2050.

Students who complain of illness at school may be referred to the responsible person designated by the Superintendent and may be sent home as soon as the parent or person designated on the student's enrollment card has been notified.

The District reserves the right to require a statement from the student's primary care provider authorizing the student's return to onsite instruction. The District shall respect the student's right to privacy in all proceedings related to this policy.

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

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

Head lice infestations must be addressed. Every attempt will be made to maintain dignity while educating students and parents on the prevention and eradication of head lice before and after infestation is detected. The administrator, his/her designee, school nurse, or another qualified professional will examine the child in question. Siblings of students found with lice will also be checked if there is suspicion that infestation may exist. The student found with head lice may be sent home until he/she has initial treatment. Upon return, a child will be reassessed for the efficacy of treatment. Parents or guardians of the student found with head lice will be informed of procedures for treatment and requirements for reentering after initial treatment.

Parents of other children attending the school may be notified that their child has been exposed to a communicable disease without identifying the particular student who has the disease. Note: For purposes of

this policy, the term “communicable disease” refers to the diseases identified in 16.28.202, ARM, Reportable Diseases, with the exception of common colds and flu.

Healthy Hand Hygiene Behavior

All student, staff and others present in any school building shall engage in hand hygiene at the following times, which include but are not limited to:

1. Arrival to the facility and after breaks
2. Before and after preparing, eating, or handling food or drinks
3. Before and after administering medication or screening temperature
4. After coming in contact with bodily fluid
5. After recess
6. After handling garbage
7. After assisting students with handwashing
8. After use of the restroom

Hand hygiene includes but is not limited to washing hands with soap and water for at least 20 seconds. If hands are not visibly dirty, alcohol-based hand sanitizer with at least 60% alcohol can be used if soap and water are not readily available. Staff members shall supervise students when they use hand sanitizer and soap to prevent ingestion. Staff members shall place grade-level appropriate posters describing handwashing steps near sinks.

COMPLAINTS BY STUDENTS/PARENTS

-References; GFPS Board Policy: 1770, 3210, 3215, 3225F, 3225P, 3226, 3300, 3310, 4310, 5215, 5232, 5255

Uniform Complaint Procedure

All individuals may use this complaint procedure if they believe that the Board, its employees, or agents have violated their rights under state and federal law or Board policy.

The District will endeavor to respond to and resolve complaints at the lowest level, and if a complaint is formally filed, to address the complaint promptly and equitably. Each complaint shall be considered on its own merits. Use of this complaint procedure is not a prerequisite to the pursuit of other remedies, and use of this complaint procedure does not extend any filing deadline related to the pursuit of other remedies.

Level 1: Informal Problem Solving (Recommended)

An individual with a complaint is encouraged to first discuss it with the employee, supervisor, or administrator with the objective of resolving the matter promptly and informally. An exception is that complaints of sexual harassment should be discussed with an administrator who is not involved in the alleged harassment. See the section related to Sexual Harassment below.

Level 2: Informal Principal / District Administrator Problem Solving

If the complaint is not resolved at Level 1, the individual should consult with the principal of the school or the supervisor of the program/department. The principal or supervisor shall investigate and attempt to resolve the complaint.

If the principal or supervisor is not able to remedy the situation satisfactorily, the individual should contact the appropriate District Administrator. The District Administrator may meet with the parties involved and seek support from other staff and administration as appropriate in working to resolve the matter.

Level 3: Formal Written Complaint

If the complaint is not remedied successfully at Level 2, the individual may file a formal written complaint stating:

1. The nature of the complaint;
2. A description of the event or incident giving rise to the complaint, including any school personnel involved; and
3. The remedy or resolution requested.

The written complaint must be signed, and filed with the appropriate District Administrator within thirty (30) calendar days of the event or incident, or within thirty (30) calendar days from the date the complaint could reasonably become aware of the matter. The applicability of the deadline is subject to review by the Superintendent to ensure the intent of this Uniform Complaint Procedure is honored. The District Administrator shall further study and attempt to resolve the complaint. If either the complainant or the person against whom the complaint is filed has reason to believe the administrator's decision was made in error, the complaint may be advanced to Level 4 by requesting in writing that the Superintendent review the decision. This request must be submitted in writing to the Superintendent within fifteen (15) calendar days of the District Administrator's decision.

Level 4: Superintendent Review and Decision

If either the complainant or the person against whom the complaint is filed appeals the administrator's decision provided for in Level 3, the Superintendent will review the complaint and the administrator's decision. The Superintendent will respond in writing to the appeal, within thirty (30) calendar days of the Superintendent's receipt of the written appeal. In responding to the appeal, the Superintendent may:

1. Meet with the parties involved in the complaint;
2. Conduct a separate or supplementary investigation;
3. Engage an outside investigator or other District employees to assist with the appeal; and/or
4. Take other steps appropriate or helpful in resolving the complaint.

If either the complainant or the person against whom the complaint is filed has reason to believe the Superintendent's decision was made in error, either may request that the Board consider an appeal in writing of the Superintendent's decision. See Level 5 below. This request must be submitted in writing to the Superintendent within fifteen (15) calendar days of the Superintendent's written response to the complaint, for transmission to the Board.

Level 5: The Board

Upon written appeal of a complaint alleging a violation of the individual's rights under state or federal law or Board policy upon which the Board of Trustees has authority to remedy, the Board may consider the Superintendent's decision in Level 4. Upon receipt of the written request of appeal, the Chairperson will either:

1. Place appeal on the agenda of a regular or special Board meeting,
2. Appoint an appeals panel of not less than three (3) Trustees to hear the appeal and make a recommendation to the Board, or

3. Respond to the complaint with an explanation of why the appeal will not be heard by the Board of Trustees in accordance with Board policy.

If the Chairperson appoints a panel to consider the appeal, the panel will meet to consider the appeal and then make a written recommendation to the full Board. The Board will report its decision on the appeal, in writing, to all parties, within thirty (30) calendar days of the Board meeting at which the Board considered the appeal or the recommendation of the panel. A decision of the Board is final unless it is appealed pursuant to Montana law within the period provided by law.

Complaint of Sexual Harassment, or Violations of Title IX, Title II, or Section 504:

If a complaint alleges sexual harassment or a violation of Title IX of the Education Amendments of 1972, Title II of the Americans with Disabilities Act of 1990, or Section 504 of the Rehabilitation Act of 1973, the building administrator or assistant superintendent may turn the complaint over to a District Nondiscrimination Coordinator. The coordinator will complete an investigation and file a report and recommendation with the Superintendent. A coordinator may request of the Superintendent that an independent investigator be hired to conduct the investigation. Within fifteen (15) calendar days of the Superintendent's receipt of the coordinator's or independent investigator's report and recommendation, the Superintendent will respond to the complaint and take such administrative steps as the Superintendent deems appropriate and necessary. If either the complainant or the person against whom the complaint is filed feels the Superintendent's decision was made in error, either may request, in writing, that the Board consider an appeal of the Superintendent's decision. This request must be submitted in writing to the Superintendent, within fifteen (15) calendar days of the Superintendent's written response to the complaint, for transmission to the Board.

The board will strive to provide a positive and productive environment. Bullying, harassment, intimidation, or hazing by students, staff, or third parties is strictly prohibited and shall not be tolerated. Bullying is any harassment, intimidation, hazing, threatening, insulting, or demeaning gesture or physical contact, including any intentional written, verbal, or electronic communication or threat directed against a student and/or staff that is persistent, severe or repeated and that:

1. Causes a student and/or staff physical harm, damages a student's property, or places a student and/or staff in reasonable fear of harm to the student and/or staff, or their property;
2. Creates a hostile environment by interfering with or denying a student's access to an educational opportunity or benefit; or
3. Substantially and materially disrupts the orderly operation of a school.

Harassment, intimidation and bullying can take on many forms – verbal, written, electronic, visual, physical and psychological – and is often, but not always, associated with race, ethnicity, religion, gender, sexual orientation, socioeconomic status or physical differences.

No person, including a District employee or agent, or student, shall bully, harass, haze or intimidate another based on the provisions of applicable local, state and federal laws and regulations that prohibit discrimination or any other reason. It is the policy of the Board to comply with all nondiscrimination laws. Complaints of bullying, harassment, intimidation and hazing will be handled as set forth in the applicable grievance procedure. The District will not tolerate bullying, harassment or intimidation.

Sexual harassment is prohibited. Sexual harassment means conduct on the basis of sex that satisfies one or more of the following:

1. An employee of the District conditioning the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity; or
3. "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12991(a)(30).

Students who believe they are victims of bullying, harassment, or intimidation, regardless of the reason, or have witnessed bullying, harassment, or intimidation, regardless of the reason, are encouraged to discuss the matter with their teacher, counselor, bus driver, coach, principal, or any responsible adult who is not involved in the alleged bullying, harassment, or intimidation.

Students who believe they are victims of sexual harassment are encouraged to discuss the matter, including the formal complaint process, with the Title IX Coordinator. Students may choose to report to a person of the student's same gender if alleging a violation of Title IX. Complaints will be kept confidential to the extent possible given the need to investigate.

When the District has actual knowledge of sexual harassment in an educational program or activity of the District, the District will respond promptly in a manner that is not deliberately indifferent. When the harassment or discrimination on the basis of sex does not meet the definition of sexual harassment. The Title IX Coordinator will direct the individual to the applicable sex discrimination process, bullying and harassment policy, or public complaint procedure for investigation.

Students who believe they are victims of harassment based upon a disability are encouraged to report the matter to the Section 504 Coordinator or Principal. This may include the completion of a Harassment Reporting Form (3225F) for Students that details the complaint.

Any adult employee, adult volunteer, District contractor or agent who witnesses, overhears or receives a report, formal or informal, written or oral, of bullying, harassment, or intimidation shall report it in accordance with procedures developed under Board policy.

Any adult school employee who has notice of sexual harassment or allegations of sexual harassment shall make a report to the District's Title IX Coordinator.

Formal complaints alleging sexual harassment shall be addressed through the District's Title IX Grievance Procedures. Complaints alleging disability discrimination or harassment shall be addressed through the District's Section 504 Grievance Procedures. All other complaints alleging bullying, discrimination, or harassment shall be addressed through the District's Uniform Grievance Procedures (see Level 1-5 above).

The Title IX Coordinator & Section 504 Coordinator, Lance Boyd (406-268-6008) and/or administrator are responsible for taking the following actions in conformance with the applicable grievance procedure:

1. Taking prompt action to investigate/report complaints of harassment, intimidation and bullying.
2. Promptly notifying the complainants and respondents and their parents/guardians regarding the outcome;
3. Taking supporting or remedial measures to ensure continued access to the District's programs or activities while the grievance process is pending; and
4. Taking disciplinary action as appropriate and any other actions appropriate to address the harassment, intimidation, and bullying.

In the event that a staff member or administrator knows or reasonably believes that the alleged behavior constitutes criminal activity or child abuse or neglect, the staff member or administrator shall report such activity to law enforcement and/or the Department of Public Health and Human Services (DPHHS). Nothing herein prohibits other individuals from reporting complaints to law enforcement. If it is determined that the alleged harassment, intimidation, or bullying did not occur at school or school-related activity or does not materially or substantially disrupt the orderly operation of the District, an administrator shall refer the matter, as appropriate, to other persons or entities with appropriate jurisdiction, including but not limited to law enforcement or the Department of Public and Human Services (DPHHS).

Any District employee who is determined, after an investigation, to have engaged in bullying, harassment or intimidation of a student and/or staff, regardless of reason, will be subject to disciplinary action up to and including discharge. Any student who is determined, after an investigation, to have engaged in bullying, harassment or intimidation, regardless of the reason, will be subject to disciplinary action, including but not limited to, suspension and expulsion consistent with the District's discipline policy. Any person making a knowingly false accusation regarding bullying, harassment and intimidation, regardless of the reason, will likewise be subject to disciplinary action up to and including discharge, with regard to employees, or suspension and expulsion, with regard to students.

Retaliation and reprisal against any person who reports an act of harassment, intimidation, or bullying or participates in an investigation under Board policy is prohibited. The consequences and appropriate remedial action for a person who engages in reprisal or retaliation shall be determined by the administrator after consideration of the nature and circumstances of the act, in accordance with District policy.

Detailed information on sexual harassment formal complaint response, investigation, determination, appeals, resolution process, and recordkeeping can be found in Board policy 3225P.

COMPUTER RESOURCES

-Resources; GFPS Board Policy: 2050, 2169, 3225, 3226, 3300, 3310, 3612, 3612F, 3612P, 3650

Internet access is available to the District's students, faculty, and community members. Through its computer network, the District is connected with thousands of computers all over the world. Users may have access to information ranging from different cultures, science related issues, music, politics, and access to many university library catalogs. These are just some of the area users may be able to explore through the computer network. Students utilizing school-provided Internet access are responsible for good behavior on-line, just as they are in a classroom or other area of the school. The same general rules for behavior and communications apply. The District provides filtering software for computers accessing the Internet.

The District expects all students to take responsibility for appropriate and lawful use of this access, including good behavior on-line. The District may withdraw student access to its equipment, network and to the

Internet when 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.

During the course of the school year, unexpected events may necessitate the need to transition to remote learning (i.e. weather, building mechanical issues, health issues, etc.). In these instances, the District may issue a computer directly to the student to take home so instruction can continue. If needed, a wireless hotspot may also be issued if home internet is not available.

By signing the student handbook, you as the parent consent to the following terms written in policy 3612F and 3612P:

1. I will grant permission for my child to check out a laptop, Chromebook, or other device to bring home as needed for academic use.
2. I will assume responsibility for any damage to, and responsibility for, the repair and or replacement of the laptop, Chromebook, or other device while it is in my child's custody.
3. I will assume responsibility for any unauthorized use of the laptop, Chromebook, or other device while it is in my child's custody and will supervise its use to see that the laptop, Chromebook, or other device is used only for academic or other purposes as assigned by school staff and in accordance with District Policy and the Student Computer Acceptable Use and Internet Safety Agreement.
4. I will assume responsibility to pay for any damage, repair and or replacement for any damage done to district software which may result from my child's use of the laptop, Chromebook, or other device.
5. I will assume responsibility to pay for any damage, repair and or replacement for any damage done to district software which may result from a virus introduced as a result of my child's use of the laptop, Chromebook, or other device.
6. I will monitor my child's internet usage and ensure they do not visit inappropriate sites. GFPS cannot guarantee the same web content filter at home as it does in the schools.
7. I will not allow my child to use the district's laptop, Chromebook, or other device to add, remove or copy any programs, software or information in a manner which may violate copyright laws.
8. I will return all equipment borrowed when the child returns to school. Devices must be returned to the school they were checked out from.

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.

Students and staff members have no expectation of privacy in any materials that are stored, transmitted, or received via the District's equipment, or electronic network. The District reserves the right to monitor, inspect, copy, review, and store, at any time and without notice, any and all usage of the equipment, computer network and Internet access and any and all information transmitted or received in connection with such usage.

Proficiency-Based/Transformational Learning

Transformational Learning links intentional instruction with learning targets. It gives an accurate measure of the student's ability and allows for supervisors, teachers, students and families to see the progression of skill attainment and growth. Transformational Learning supports use of data to drive experiences and instruction, provide specific feedback and track student progress and achievement.

At the discretion of the District, a student may be given credit for courses satisfactorily completed in a period of time shorter or longer than normally required and, provided that the course meets the District's curriculum guidelines, which are aligned with the content standards stated in the educational program. Examples of acceptable coursework included, but are not necessarily limited to, those delivered through summer school, completion of MT Youth Challenge or other specific intensive programs, specially designed courses, and other embedded community-based experiential, online and work-based learning opportunities. These opportunities will foster a learning environment that can be delivered both face to face or virtually. Alternative course assessments may be specified in the individual student's "Graduation and Beyond Student Learning Plan". Proficiency measures may include but are not limited to; portfolios, individualized rubrics, alternative means of expression of knowledge, work-based evaluations, or other methods as determined by the academic variance team. All assessment methods must address and measure the learning targets of each course.

Acceptable Uses and Unacceptable Uses

Please refer to Board policy 3612F and Board policy 3612P Student Computer Acceptable Use and Internet Safety Agreement for a list of acceptable and unacceptable uses.

During the course of the school year, unexpected events may necessitate the need to transition to remote learning (i.e. weather, building mechanical issues, health issues, etc). In these instances, the District will issue a computer directly to the student to take home so instruction can continue. If needed, a wireless hotspot will also be issued if home internet is not available. By signing the student handbook, you as the parent consent to the following terms:

1. I will grant permission for my child to check out a laptop, Chromebook, or other device to bring home as needed for academic use.
2. I will assume responsibility for any damage to, and responsibility for, the repair and/or replacement of the laptop, Chromebook, or other device while it is in my child's custody.
3. I will assume responsibility for any unauthorized use of the laptop, Chromebook, or other device while it is in my child's custody and will supervise its use to see that the laptop Chromebook, or other device is used only for academic or other purposes as assigned by school staff and in accordance with District Policy and the Student Computer Acceptable Use and Internet Safety Agreement.
4. I will assume responsibility to pay for any damage, repair and/or replacement for any damage done to district software which may result from my child's use of the laptop, Chromebook, or other device.
5. I will assume responsibility to pay for any damage, repair and/or replacement for any damage done to district software which may result from a virus introduced as a result of my child's use of the laptop, Chromebook, or other device.
6. I will monitor my child's internet usage and ensure they do not visit inappropriate sites. GFPS cannot guarantee the same web content filter at home as it does in the schools.
7. I will not allow my child to use the district's laptop, Chromebook, or other device to add, remove or copy any programs, software or information in a manner which may violate copyright laws.

8. I will return all equipment borrowed when the child returns to school. Devices must be returned to the school they were checked out from.

STUDENTS and PARENTS, you are required to read the *District's Student Computer Acceptable Use and Internet Safety Agreement* inserted between the school section and part two of this handbook or on the District website: www.gfps.k12.mt.us, Board Policy 3612F and Board Policy 3612P. By signing, either a digital copy electronically or a printed copy physically, of the "2023-2024 Confirmation of Receipt of Handbook Information" page at the front of the Great Falls Public School Handbook, you are acknowledging receipt of this information, and agreeing to and accepting the responsibilities as listed in Great Falls Public Schools Board Policy 3612F and Board Policy 3612P.

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 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 or not a user has violated this policy and any related rules or regulations and may deny, revoke, or suspend access at any time, with that decision being final.

STUDENT DISCIPLINE

- Reference; GFPS Board Policy: 2161-2161R, 3200, 3225, 3226, 3230, 3231, 3300, 3310, 3310P, 3311, 3312, ~~3312R~~, 3340, 3345

In order for students to take advantage of available learning opportunities and to be productive members of our campus community, each student is expected to:

1. Demonstrate courtesy, even when others do not.
2. Behave in a responsible manner, exercising self-discipline.
3. Attend all classes, regularly and on time.
4. Prepare for each class; take appropriate materials and assignments to class.
5. Meet District and building standards of grooming and dress.
6. Obey all campus and classroom rules.
7. Respect the rights and privileges of other students, teachers, and other District staff.
8. Respect the property of others, including District property and facilities.
9. Cooperate with or assist the school staff in maintaining health, safety, order and discipline.
10. Avoid violations of the Discipline Policy below.

Applicability of School Rules and Discipline:

The District recognizes and honors students' constitutional rights to education opportunities. However, as provided under Montana law, the District will exercise its right to suspend or expel a student when necessary. The District expects all students to know and follow District policies and rules. The District considers a student's failure or refusal to comply with District policies and rules cause for discipline, including short-term suspension, long-term suspension, or expulsion.

The Board grants authority to a teacher or principal to hold a pupil 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.

Any conduct that would constitute violation of Montana Law will be reported to the police.

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

1. Using, possessing, distributing, purchasing, or selling tobacco products, and alternative nicotine and vapor products as defined in 16-11-302, MCA.
2. 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.
3. 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, alcoholic beverage, stimulant, depressant, or intoxicant of any kind, including such substances that contain chemicals which produce the same effect of illegal of such 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.
4. Using, possessing, controlling, or transferring a weapon in violation of the "Possession of Weapons other than Firearms" section of the Policy 3311.
5. Using, possessing, controlling or transferring any object that reasonably could be considered or used as a weapon as referred to in Policy 3311.
6. Disobeying directives from staff members or school officials or disobeying rule, violating state or federal law, or not honoring regulations governing student conduct
7. Using violence, force, noise, coercion, threats, intimidation, fear, or other comparable conduct toward anyone or urging other students to engage in such conduct except when physical force is determined to be reasonable and necessary and used as self-defense or the defense of another person after an investigation into such conduct.
8. Causing or attempting to cause damage to, or stealing or attempting to steal, school property or another person's property.
9. Engaging in any activity that constitutes an interference with school purposes or an educational function or any other disruptive activity.
10. Unexcused absenteeism. Truancy statutes and Board policy will be utilized for chronic and habitual truants.

11. 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.
12. Defaces or damages any school building, school grounds, furniture, equipment, or book belonging to the District.
13. 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.
14. 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.
15. Engaging in academic misconduct, which may include but is not limited to:
 - a. cheating
 - b. unauthorized sharing of exam responses or graded assignment work
 - c. plagiarism (to include copying off websites)
 - d. accessing websites or electronic resources without authorization to complete assigned coursework,
 - e. any other act designed to give unfair academic advantage to the student.

Disciplinary actions apply whenever the student's conduct is reasonably related to school or school activities, including, but not limited to:

1. On, or within sight of, school grounds before, during, or after school hours or at any other time when the school is being used by a school group;
2. Off school grounds at a school-sponsored activity, or event, or any activity or event that bears a reasonable relationship to school;
3. Traveling 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 of an educational function.

Disciplinary Measures

Disciplinary measures include, but are not limited to:

1. Expulsion
2. Suspension
3. Detention, including Saturday School
4. Community Service
5. Clean-up duty
6. Loss of student privileges
7. Loss of bus privileges
8. Notification to juvenile authorities and/or police
9. Restitution for damages to school property
10. Completion of a District-approved Chemical Awareness Class
11. Completion of a District-approved Tobacco Education Group

Non-Disciplinary Measures

The Superintendent or designee is authorized to assign a student to non-disciplinary offsite instruction pending the results of an investigation or for reasons related to the safety or well-being of students and staff. During the period of non-disciplinary offsite instruction, the student will be permitted to complete all

assigned schoolwork for full credit. The assignment of non-disciplinary offsite instruction does not preclude the Superintendent or designee from disciplining a student who has, after investigation, been found to have violated a District policy, rule or handbook provision.

Corrective Actions and Discipline

All students shall submit to the reasonable rules of the District. Refusal to comply with written rules and regulations established for the governing of the school shall constitute sufficient cause for discipline, suspension, or expulsion. It is the intent of the Board to provide each student with those due process rights which are provided by law.

For the purposes of the District's policies relating to corrective actions and discipline:

1. "Detention" is for minor infractions of school rules or regulations or for minor misconduct. Staff may detain students. Students may not be detained without prior parent/guardian notification. Students may be required to attend Saturday detention for up to four (4) hours. Preceding the assessment of such punishment, the staff member shall inform the student of the nature of the offense charged, and/or the specific conduct which allegedly constitutes the violation. The student shall be afforded an opportunity to explain or justify their actions to the staff member. Students detained for corrective action or punishment shall be under the supervision of the staff member or designee.
2. "Suspension" means the exclusion of a student from attending individual classes or school and participating in school activities for an initial period not to exceed ten (10) school days. An administrator may order suspension of a student.
3. "Expulsion" is any removal of a student for more than twenty (20) school days without the provision of education services. Expulsion is a disciplinary action available only to the Board.
4. "Discipline" constitutes all other forms of corrective action or punishment, including brief exclusions from a class for not more than the remainder of the class period and exclusion from any other type of activity conducted by or for the District. Discipline shall not adversely affect specific academic grade, subject, or graduation requirements, as long as all required work is performed.
5. Academic discipline infractions include, but are not limited to truancy, cheating, and plagiarism. The student may receive grade reductions or lose credit.

Suspension

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

1. Before any suspension is ordered, the building administrator will meet with a student to explain charges of misconduct, and the student will be given the opportunity to respond to the charges.
2. When a student's presence poses a continuing danger to persons or property or poses an ongoing threat of disruption to the educational process, a pre-suspension conference will not be required, and an administrator may suspend a student immediately. In such cases, a building administrator will provide notice of and schedule a conference as soon as practicable following the suspension.
3. A building administrator will report any suspension immediately to the student's parent or legal guardian. An administrator will provide a written report of suspension that states the reasons for a suspension, including any school rule that was violated, and a notice to a parent or guardian of the right to a review of the suspension. The parent or legal guardian may use the Uniform Complaint Procedure if they disagree with the suspension.

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

Make-up work:

1. K-12 students, who are absent as a result of an out-of-school suspension, have the right to make up for the work missed. They will work with the school to determine a timeline to complete the work.
2. Paris Gibson Education Center students who are absent as a result of an out-of-school suspension, may continue their work upon reinstatement.
3. Teachers are not expected to reconstruct lessons taught while a student is on suspension.

Expulsion

Students will not be expelled unless other forms of corrective action or punishment have failed, or unless there is good reason to believe that other forms of corrective action or punishment would fail if employed. The District may employ the use of a Student Discipline Hearing Committee to review the incident(s), review the impact to the school and provide the student with an opportunity to respond. This committee will make recommendations for consideration to the Superintendent who may then refer to the Board. Suspensions or expulsions shall be used only for instances of serious student misconduct. The Board and only the Board, may expel a student from school and may do so only after following due process procedures outlined in Policy 3300.

Procedures for Suspension and Expulsion of Students with Disabilities

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

Corporal Punishment

Reference; GFPS Board Policy: 3310, 3231, 3300

No person who is employed or 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 reasonable force to maintain safety for other students, school personnel, or other persons, or for the purpose of self-defense.

Disciplinary Authority

School District employees and other individuals designated or hired by the District, when students are under their charge, are authorized to impose any disciplinary measure, other than suspension, or expulsion, corporal punishment or in-school suspension, which is appropriate and in accordance with the policies and rules on student discipline. Teachers may remove students from a classroom for disruptive behavior.

Student Threat Assessment

The District may establish a threat assessment team for students whose behavior may pose a risk to the safety of the community, school, staff, students or self. Each team shall:

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

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

Upon a preliminary determination that a student poses a high or extreme risk of violence or physical harm to self or others, a threat assessment team shall immediately report its determination to the Superintendent or designee.

The Superintendent or designee shall immediately attempt to notify the student's parent or legal guardian. Nothing in this policy shall prevent a District employee from acting immediately to address an imminent risk. The Superintendent may establish a committee charged with oversight of the threat assessment teams. An existing committee may be designated to assume the oversight responsibility; however, any such team may include individuals with expertise in community resources, education, school administration, mental health, medical, and/or law enforcement.

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

COUNSELING

- Reference; GFPS Board Policy: 2140

Students and parents are encouraged to talk with a school counselor, teacher, or principal about their academic concerns. Students will be provided information that will help them make the most of academic and vocational opportunities. Refer to the building handbook concerning specific information on class scheduling.

All staff will encourage students to explore and develop their individual interests in all areas, including but not limited to career and technical programs, academic curricula, post-secondary opportunities, community or military service, and employment opportunities without regard to gender, race, color, national origin,

ancestry, sex, ethnicity, language barrier, religious beliefs, physical or mental handicap or disability, economic or social condition, actual or potential marital or parental status.

The school counselor is also available to assist students and parents with a wide range of personal concerns, including such areas as social, family, or emotional issues or substance abuse. The counselor may make information available about community resources to address these concerns. They may also have information available about addiction services and cessation programs available to students and staff.

Students shall have access to regular school counseling services whether their instruction is provided in a District approved onsite, offsite or online setting. Staff shall promptly report any suspected student distress or concern to their supervisor or review and referral. Students receiving instruction in a District approved offsite setting are governed by the staff obligation to report suspected child abuse or neglect.

Please note: School counselors do not conduct psychological examinations, tests, or treatment. School counselors do not provide individual therapy. Elementary Counselors (K-6) spend the majority of their time teaching classroom lessons and working with small groups on a selected topic. The school will notify the parent or guardian of the right to opt a student out of a mental health screening and will be notified of any issues or concerns resulting from a mental health screening.

CYBERBULLYING

- Reference; GFPS Board Policy: 3226, 3612, 3612P, 3630

All forms of harassment in cyberspace, often called cyberbullying, are unacceptable. Cyberbullying includes, but is not limited to, the following misuses of technology:

1. Electronic communication is defined by MCA 45-8-213 and includes any communication by any electronic device, including but not limited to, text messaging e-mail, or use of social networking.
2. Harassing, teasing, intimidating, threatening, or terrorizing another person by sending or posting inappropriate and hurtful e-mail messages, instant messages, text messages, digital images or web site postings (including blogs).
3. Sanctions may include, but are not limited to, the loss of computer privileges, detention, suspension or expulsion from school.
4. Individuals may also be referred to law enforcement officials.

DIRECTORY INFORMATION

-References; GFPS Board Policy: 3600R, 3600P

The District may release directory information as permitted by law, but parent(s)/guardian(s) shall have the right to object to the release of information regarding their child. Military recruiters and institutions of higher education may request and receive the names, addresses, and telephone numbers of all high school students, unless the parent(s) notifies the school not to release this information.

Directory information shall be limited to:

1. Student's Name
2. Address
3. Telephone listing

4. Electronic mail address
5. Photograph (including electronic version; including to the OPI Missing Persons Repository-SB0040)
6. Date and place of birth
7. Grade level
8. Enrollment status (e.g., undergraduate or graduate; full-time or part-time)
9. Academic awards, degrees, and honors
10. Participation in officially recognized activities and sports
11. Weight and height of members of athletic teams
12. Dates of Attendance
13. Degrees, major field of study, most recent educational agency or institution attended

Montana State Legislature passed Senate Bill 0040: An act requiring the Office of Public Instruction to create and maintain an electronic directory photograph repository; providing that the directory photographs may be used only if a student is identified as a missing child; requiring a parent or guardian to opt-in to participate in the repository; requiring school district trustees to send an annual notice with opt-in provision to parents and guardians; authorizing Department of Justice staff to access the repository; amending sections 44-2-505 and 44-2-506, MCA; and providing an effective date. See parent/guardian sign off page check boxes, located in your school handbook, if you **do not** want your child's photo to be submitted to this repository.

The notification to parent(s) and students concerning school records shall inform them of their right to object to the release of directory information.

Law Enforcement/Youth Court-Probation

The school district may disclose, without consent, personally identifiable information from an education record of a pupil to the youth court and law enforcement authorities pertaining to violations of the Montana Youth Court Act or criminal laws by the pupil. The youth court or law enforcement authorities receiving the information shall certify in writing to the school district that the information will not be disclosed to any other party except as provided under state law without the prior consent of the parent/guardian of the pupil.

Military Recruiters/Institutions of Higher Education

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

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

The notification to parents/guardians and students concerning school records shall inform them of their right to object to the release of this information.

DISRUPTIONS

- **Reference; GFPS Board Policy: 4313, 4315, 4332, 3200, 3226**

The Principal shall see that all students are instructed about proper conduct during a safety threat. There are potential criminal and civil penalties, as well as school discipline associated with making a safety threat. The disruption and costs to the educational process stemming from a safety threat are serious. No one may disrupt or obstruct any school program, activity, or meeting. No one may threaten or incite another to commit any act that will disturb or interfere with or obstruct any lawful task, function, process or procedure of any student, official, employee or invitee of the District.

Conduct on School Property

In addition to prohibitions stated in other District Policies, no person on school property shall at any time:

1. Injure, haze, harass, intimidate, bully, or threaten to injure another person;
2. Damage another's property or that of the District;
3. Violate any provision of the criminal law of the state of Montana or town or county ordinance;
4. Use, possess, distribute, purchase, or sell tobacco products, including but not limited to cigarettes, cigars, snuff, smoking tobacco, smokeless tobacco, nicotine, electronic cigarettes and any other tobacco/nicotine innovation;
5. Consumer, possess, distribute, or be under the influence of any alcoholic beverages, marijuana, or illegal/controlled substances; marijuana products include but are not limited to edible products, ointments, tinctures, marijuana derivatives, marijuana concentrates, and marijuana intended for use by smoking or vaping;
6. Possess weapons (as defined in Policy 3310/3311);
7. Impede, delay, or otherwise interfere with the orderly conduct of the District's educational program or any other activity occurring on school property;
8. Enter any portion of the school premises at any time for purposes other than those that are authorized by the District as public or educational activities;
9. Willfully violate other District rules and regulations. "School Property" means within school buildings, in vehicles used for school purposes, or on owned or leased school grounds.

As circumstances warrant, appropriate action will be taken by the District's administrators.

DISTANCE, ONLINE, AND TECHNOLOGY-DELIVERED LEARNING

- Reference; GFPS Board Policy: 2100, 2120, 2168, 2410, 2410R, 3650

The District defined distance, online, and technology-delivered learning 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, video conferencing, streaming video). The District may utilize a variety of distance, online and technology-delivered learning platforms including the Montana Digital Academy (MTDA) to fulfill these needs when the District is unable to utilize programs and staff of its own.

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 as determined by means of the local review and adoption process as described in ARM 10.55.603;

2. When requested, 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 highly qualified, licensed 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).
5. Online courses are accredited by a nationally recognized accreditation program or agency or are approved and endorsed by the Montana Office of Public Instruction and are approved by the District;
6. Qualified district staff will provide information and guidance to students and parents regarding the selection of appropriate online courses to meet their needs, as well as a suitable number of online courses in which a student may enroll;
7. The curriculum requirements of the state and District are met;
8. Prior permission has been granted by the student's parent/guardian as part of the student's educational plan;
9. All online courses taken by student will be approved by the administration in advance of enrolment;
10. The District will comply with all other standards as described in ARM 10.55.907(4)(5)(ac); and
11. Private/Non-Public students enrolling with the District, for the sake of accessing on-line courses:
 - a. Must enroll for a minimum of two periods of on-line or in-person instruction, in order for the District to incur the cost now assigned by MTDA, or
 - b. The educational facility where they receive their full-time enrollment status must reimburse the District for their single period of on-line instruction.

All distance learning courses offered through the District will be considered 90 hours per semester or 180 hours per year, unless specifically designed as a quarter credit (45 hours per semester, 90 hours per year).

The District shall pay for fees for GFPS enrolled students, delivered by MTDA, which are required for graduation, as specified in District policy or the student handbook, or as determined by the Superintendent or designee. Private/Non-public school students wanting to access MTDA through Great Falls Public Schools must contact the Secondary Curriculum Director for policies guiding enrollment.

The District may charge students a reasonable fee, in conjunction with MTDA pricing, for an elective MTDA course or activity not required for graduation. The Board of Trustees authorizes the Superintendent or designee to waive the fee in cases of financial hardship.

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

1. Prior permission has been granted by the student's parent/guardian.
2. The program fits within the student's educational plan for graduation.
3. Credit for a particular course will be granted only for schools and institutions approved by the District.

DISTRIBUTION OF MATERIAL

- Reference; GFPS Board Policy: 3221, 3222, 4321

School Materials

All school publications are under the supervision of a teacher or sponsor and the principal.

Student Publications

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

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

Non-School Materials

The distribution of materials from outside the school system uses a considerable amount of valuable educational time. This time is taken away from students, teachers, and the clerical staff.

Community sponsored flyers must follow these guidelines:

1. The flyer or announcement must be for student and family related events only.
2. Flyers will be maintained on a weekly basis.
3. The information must be non-religious and non-political.
4. The information may not include; alcohol related logos, promote the use of drugs, alcohol. tobacco, and no alcohol can be served at the event.
5. The information or flyer cannot contain disruptive, libelous or obscene information.
6. Only fundraisers for schools or school-support organizations will be approved for electronic posting.

All organizations must have the approval of the Superintendent or designee before materials may be distributed either physically or electronically posted. For flyers approved for Wednesday envelope distribution, copies must be provided and counted out for individual schools. These copy sets should be given to the Administrative Assistant to the Executive Director at the District Office Building for distribution to schools.

Posting of Materials

In order to facilitate the posting of materials with information about student and family activities offered in the community.

1. Schools may choose to maintain a centrally located bulletin board for the posting of District approved Community Events flyers which follow GFPS Board Policy expectations.
2. The District will **only** provide and maintain a digital posting of approved Community Flyers which can be found on the GFPS website.

DRESS AND GROOMING

- Reference; GFPS Board Policy: 3224, 3611

Students are reminded that their appearance significantly affects the way others respond to them. Matters of dress remains the primary responsibility of students, in consultation with their parents or legal guardian. Personal appearance of a student shall be respected provided it does not interfere with the health and safety of students or others and **does not materially disrupt the educational process**. The administration shall establish procedures for the monitoring of student dress in school or while engaging in extracurricular activities. Specifics regarding this policy may be found in the individual building's student handbook.

DRIVER EDUCATION

- Reference; GFPS Board Policy: 2163

Students must be a minimum of 14 ½ years of age on or before the first day of class to enroll in the Driver Education Program. Middle school students who have met the age criteria are eligible to take the training the summer after the Grade 8 year. For more you may access the District website at: [Driver Education - Great Falls Public Schools](#)

EXTRACURRICULAR ACTIVITIES, CLUBS, AND ORGANIZATIONS

- Reference; GFPS Board Policy: 3215, 3310, 3340, 3510, 3550, 4315, 8225

Recognized Student Clubs and Organizations

The Board recognizes that student clubs are a helpful resource for schools and supports their formation. Student clubs must complete an application process. The Superintendent or designee is delegated the authority to approve or deny club applications.

The Board of Trustees authorize the administration to approve and recognize curricular student clubs or organizations in the manner consistent with Policy 3550 and administrative procedure. Curricular student clubs are those approved student clubs that directly relate to the body of courses offered by the school. Information about the nature and purpose of student clubs and groups meetings at the school and method to consent to or opt out of participation will be provided to parents in print or electronic format consistent with parent/family rights.

Student-led and initiated groups of similar interests that do not meet the requirements to be an approved curricular student club as outlined in Policy 3550 shall be designated as non-curricular student groups. Non-curricular student groups include any student group that does not directly relate to the body of courses offered by the District but has a regular meeting schedule and established operational structure. Student meetings must be supervised by an adult. See Board Policy 3550 for more detailed permissions and limitations.

1. Student Organizations:

- a. All curricular student clubs or organizations must be approved by the administration. Secret or clandestine organizations or groups will not be permitted.

- b. Bylaws and rules of curricular student clubs or organizations must not be contrary to Board policy or to administrative rules and regulations.
 - c. Procedures in curricular student clubs or organizations must follow generally accepted democratic practices in the acceptance of members and nomination and election of officers.
 - d. Student-led and initiated non-curricular student groups may meet at school in accordance with District Policy without the sponsorship of the District.
2. Social Events:
- a. Social events must have prior approval from the administration;
 - b. Social events must be held in school facilities unless approved by the administration;
 - c. Social events must be chaperoned at all times.
 - d. Attendance at high school social events and dances shall be limited to high school students, and middle school social events shall be limited to middle school students, unless prior permission is received from the principal.
3. Extra-curricular activities:
- a. Academic and behavior eligibility rules are established by MHSA rules and District policy.
 - b. Any student convicted of a criminal offense may, at the discretion of school officials, become ineligible for such a period of time as the school officials may decide.
 - c. In establishing an interscholastic program, the Board directs the administration to:
 - i. Open all sports to all students enrolled in the District, with an equal opportunity for participation.
 - ii. Open all sports to residents of the District and who are at least 5 years of age and not more than 19 on or before September 10 of the year in which participation in extracurricular activities is sought by such child in accordance with the provisions of Policy 3510.
 - iii. Recommend sports activities based on interest inventories completed by the students.
4. Participation in District Extracurricular Activities by Unenrolled Children:
- a. Any child identified in this policy who is attending a nonpublic or home school meeting the requirements of section MCA 20-5-109:
 - i. Is eligible to seek to participate in any extracurricular activity of the District that is offered to students of the District who are of the same age.
 - ii. Is subject to the same standards for participation as those required of full-time students enrolled in the school and the same rules of any interscholastic organizations of which the school of participation is a member as specified in this policy and any related student or activity handbook provisions.
 - iii. Will be assessed for purposes of placement, team formation and cuts using the same criteria as used for full-time students enrolled in the District.
 - b. In cases where there is more than one school serving the same age group within District boundaries, a child under this policy shall be subject to the same school zone rules applicable to full-time students of the District. Participation for one school for one sport and another school for another sport is prohibited.
 - c. The academic eligibility for extracurricular participation for a student attending a nonpublic school as specified under this policy shall be attested by the head administrator of the nonpublic school. No further verification shall be required.
 - d. The academic eligibility for extracurricular participation for a student attending a home school as specified in this policy shall be attested in writing by the educator providing the student

instruction with verification by the school principal for the school of participation. The verification may not include any form of student assessment.

- e. Students participating in extracurricular activities under this policy may be considered part-time enrollees for the purposes of ANB in accordance with Policy 3150, 3121, and 3121P.
- 5. Designation of Athletic Teams:
 - a. Unless otherwise prohibited by Policy 3210 or federal law, District sponsored athletic teams or sports designated females, women, or girls may not be open to students who are biologically of the male sex. District sponsored athletic teams or events may be designated as one of the following based on biological sex in accordance with applicable MHSA rules, Policy 3510, federal law, Policy 3210, or provisions of Section 6 of Chapter 405 (2021):
 - i. Males, men or boys;
 - ii. Females, women, or girls; or
 - iii. Coed or mixed

While many of the activities are governed by the Montana High School Association (a statewide association of participating districts), eligibility for participation in any of these activities is governed by the District as well as MHSA rules:

- 1. Attendance/Academic Eligibility: To be eligible to participate in an MHSA contest, a student must be in regular attendance from the date of enrollment and must be receiving a passing grade in at least 25 periods of prepared class work per week (5 courses) in the school where the student participates.
- 2. Age Rule: A student is not eligible for MHSA-sponsored events if they turn 19 years of age before midnight, August 31, of the school year in question.
- 3. Transfer Rule: GFPS, home school or non-public student who transfers from one high school to another high school is ineligible to participate in varsity competition for 90 pupil instruction days from the date of enrollment in the new school. A transfer student who meets all other eligibility requirements may participate at a sub-varsity level during the 90-day period. The following cases are exceptions and would result in immediate eligibility if practice requirements have been fulfilled:
 - a. There is a corresponding change of residence by the parent.
 - b. The student is placed in that school district by court order.
 - c. The student is a member of an accredited, MHSA-approved foreign exchange program.
 - d. The student applies for and receives a hardship ruling from the MHSA.
- 4. Eligibility of a student will be determined by the administration in each school.
- 5. The administration shall establish procedures for the monitoring of student dress and conduct while engaging in extracurricular activities.

Please note: Extra/co-curricular activities and clubs may establish standards of behavior, including consequences for misbehavior that are stricter than those for students in general. If such a violation is also a violation of school rules, the consequences as determined by the administrator will apply in addition to any consequences specified by the organization.

Chemical Use Policy

The District believes that the all-around development of students is important and that implementation of these rules will serve these purposes:

- 1. Emphasize concern for the health and well-being of all students;
- 2. Provide a chemical-free environment which will encourage healthy development;
- 3. Diminish chemical use by providing an education assistance program;

4. Promote a sense of self-discipline among students;
5. Confirm and support existing state laws regarding the use of drugs, tobacco and alcohol;
6. Emphasize standards of conduct for those students who, through their participation in extra and co-curricular activities, are leaders and role models for their peers and younger students; and
7. Assist students who desire to resist peer pressure that often directs them toward the illegal use of chemicals.

All Students:

All students will be held accountable for using, possessing, distributing, purchasing, or selling illegal drugs or controlled substances, imitation controlled substances, look-alike drugs and drug paraphernalia, alcohol, and tobacco or nicotine innovations. 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 or alcohol in their possession. (Board Policy 3310) Use of tobacco products in a public school building or on public school property is prohibited, unless used in a classroom or on other school property as part of a lecture, demonstration, or educational forum sanctioned by a school. (Board Policy 8225)

Students Involved in Extra and Co-Curricular Activities:

The District views participation in extracurricular activities as an opportunity extended to students willing to make a commitment to adhere to the rules which govern them. Parent/guardian permission is required for a child to participate in a school club and/or extracurricular activity. Parents also have the right to withdraw their child from any club or extracurricular activity. Forms are available at the school of participation, and need to be completed, signed and submitted prior to any involvement be allowed. Forms will be kept on file at the school of submission and need to be renewed annually. (SB518) Students participating in school related activities whether sponsored by the MHSA or not, shall not illegally use, have in possession, sell, or distribute alcohol, tobacco, nicotine innovations or illegal drugs, or abuse prescription or non-prescription drugs. This rule is in effect twenty-four (24) hours a day for the duration of the school year. The school year is defined as the start of fall sports to the end of the school year or activities, whichever is later. If a student is charged with a Minor in Possession (MIP), Minor in Possession – Tobacco (MIPT), or Driving Under the Influence (DUI), or there is reasonable suspicion to believe the student is or has been illegally using tobacco, alcohol, or drugs, the student will forfeit the privilege of participating in school related activities. Additional sanctions for the student may apply depending upon the individual circumstances of the offense and the specific written requirements of their activity supervisors. The student will be offered a District-approved chemical awareness class. Successful completion of this class may reduce the sanctions.

The Administration shall publish the participation rules annually in the athletic activities and student handbooks.

Spectator Conduct

Any person, including an adult, who behaves in an unsportsmanlike or inappropriate manner during an event may be ejected from the event and/or denied permission to access school buildings, school property, or school events. Examples of unsportsmanlike or inappropriate conduct include, but are not limited to;

1. Using vulgar or obscene language or gestures;
2. Consume, possess, distribute, or under the influence of any alcoholic beverage, marijuana, or illegal/controlled substance;
3. Possessing a weapon;
4. Fighting or otherwise striking or threatening another person;
5. Failing to obey the instructions of a security officer or district employee, referee, judge or event official;

6. Engaging in any activity which is illegal or disruptive; and other violations of District Policy. “School property” means within school buildings, in vehicles used for school purposes, or on owned or leased school grounds.

Upon administrative recommendation, the Superintendent may deny future admission for a period of time, up to one (1) week, to any person violating Policy 4315. Any long-term suspension greater than one (1) week, must be approved by the School Board.

The Superintendent will notify such action by delivering or mailing a notice, send by certified mail with return receipt requested, containing:

1. A description of the unsportsmanlike or inappropriate conduct;
2. The time period that admission to school events will be denied;
3. The procedures by which the person may appeal

PENALTIES FOR STUDENTS REGARDING DRUG, ALCOHOL, TOBACCO VIOLATIONS

In addition to disciplinary action outlined in Policy 3310, the following penalties apply:

First Offense - All Students:

1. Parent Notification.
2. SRO Notification to determine ticketing, if appropriate.
3. Out of school suspension (OSS) or In-school suspension (ISS) for the remainder of the school day and 10 additional days of OSS or ISS or Saturday School.
4. In lieu of the 10-day suspension, students may be offered a District-approved chemical awareness class and/or a tobacco education group (TEG) class. Agreeing to participate in this class can reduce the out-of-school suspension to the day of the infraction and up to 3-5 days of in-school suspension and/or Saturday School. Failure to complete the assigned class will result in reinstatement of the 10-day suspension.

All contraband will be confiscated by the school administration.

First Offense - Additional Penalties for Extra or Co-Curricular Participants:

1. Drugs and Alcohol
 - a. Students involved in extra- or co-curricular activities that violate the chemical use policy will be suspended from their activity for one calendar year for drug or alcohol offenses. The one-year sanction for drug or alcohol offenses may be reduced to 30 calendar days for the successful completion of the District approved chemical awareness class.
 - b. Students are encouraged to self-report violations to any coach or school official. If a student self-reports within 24 hours of the violation, the principal may reduce the suspension from activities to 20 days if the student successfully completes the District approved chemical awareness class within a 20-day time period from the date of infraction.
2. Tobacco
 - a. Students involved in extra- or co-curricular activities that violate the tobacco use policy will be suspended from their activity for 20 calendar days.

Second Offense – All Students

1. Parent notification.

2. Determine suspension consequences and SRO ticketing response, if appropriate.
3. Students will be referred for a chemical dependency evaluation with the District's substance abuse counselor or other approved provider, unless sufficient time has passed that might allow the student to benefit from retaking the chemical awareness class. Consult with the District substance abuse counselor to determine the most appropriate course of action for the student.
4. Failure to complete the chemical dependency assessment or other assigned consequences will result in 10 days of suspension from school.
5. Illegal tobacco violations will result in retaking the tobacco education group.

Second Offense - Additional Penalties for Extra or Co-Curricular Participants:

1. Drugs and Alcohol
 - a. Same Calendar Year
 - i. Students who are repeat offenders for drug and alcohol violations within the same calendar year as their first offense will forfeit the opportunity to participate in all extra and co-curricular activities for a period of one year.
 - ii. Subsequent Calendar Years
 1. Students involved in extra- or co-curricular activities that violate the chemical use policy will be suspended from their activity for one calendar year for drug or alcohol offenses. The one-year sanction for drug or alcohol offenses may be reduced to 30 calendar days for the successful completion of the District approved chemical awareness class.
 2. Students are encouraged to self-report violations to any coach or school official. If a student self-reports within 24 hours of the violation, the principal may reduce the suspension from activities to 20 days if the student successfully completes the District approved chemical awareness class within a 20-day time period from the date of infraction.
2. Tobacco
 - a. Students involved in extra- or co-curricular activities that violate the tobacco use policy will be suspended from their activity for 20 calendar days.

Third and Subsequent Offenses - All Students

1. Parent notification.
2. Determine suspension consequences and SRO ticketing response, if appropriate.
3. Consultation with the District substance abuse counselor and parent, if appropriate, to determine the level of care most appropriate for the student.
4. Illegal tobacco violations will result in retaking the tobacco education group.

Third and Subsequent Offenses - Additional Penalties for Extra or Co-Curricular Participants:

1. Drugs and Alcohol
 - a. Students who are repeat offenders for drugs and alcohol will forfeit the opportunity to participate in all extra and co-curricular activities for a period of one calendar year.
2. Tobacco
 - a. Illegal tobacco violations will result in a 20-day suspension from activities and retaking the tobacco education group.

Student and Parent/Legal Guardian Due Process

If a determination is made that a student has violated this policy, the student and parent or guardian shall be notified of the violation by telephone where possible, and also by mail. Also, at this time, the student and parent or guardian shall be notified of the type of discipline that will be administered.

Students who are suspended from activities for one year due to a third offense, may appeal the conditions of the suspension before an administrative hearing panel.

Appeal Process:

Any parent or legal guardian and student who is aggrieved by the imposition of discipline shall have the right to appeal any administrative decision to the Board through the Uniform Complaint Procedure.

FEES

- Reference; GFPS Board Policy: 2311, 3520

Within the concept of free public education, the District shall provide an educational program for the students as free of costs as possible. A student may be charged a reasonable fee for any course or activity not reasonably related to a recognized academic and educational goals of the District or any course or activity held outside normal school functions. Fees associated with coursework are reviewed and approved by the Board every year, prior to the start of school. The Board may waive the fee in cases of financial hardship.

Materials that are part of the basic educational program are provided with state and local funds at no charge to a student. A student, however, is expected to provide his or her own pens, pencils, paper, erasers, and notebooks and may be required to pay certain other fees or deposits, including but not limited to:

1. Membership dues in voluntary clubs or student organizations and admission fees to extracurricular activities.
2. Personal physical education and athletic equipment and apparel.
3. Voluntarily purchased pictures, publications, class rings, yearbooks, graduation announcements, etc.
4. Voluntarily purchased student accident insurance.
5. Musical instrument rental and uniform maintenance, when uniforms are provided by the District.
6. Personal apparel used in extracurricular activities that becomes the property of the student.
7. Parking fees, student identification cards.
8. Fees for lost or damaged textbooks or materials, or lost, damaged or overdue library books.
9. Fees for driver education program.
10. Fees for optional courses offered for credit that requires use of facilities that are not available on District premises.
11. Fees for materials that students keep in lab courses.
12. Fees for student participation in all extracurricular activities in middle and high schools.

FINES

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

WITHHOLDING AND TRANSFERRING RECORDS FOR UNPAID FINES OR FEES

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

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

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

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

The Montana Legislature, MCA 20-7-1502, has made grants available to local districts to help schools and families "reduce out-of-pocket costs for pupils and families in support of post-secondary success" through CTE courses. To see if CTE related costs qualify for reimbursement, contact your schools' finance office clerk.

FIREARMS AND WEAPONS

- Reference; GFPS Board Policy: 3311, 4332

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

It is the policy of the Great Falls Public Schools to comply with the federal Gun Free Schools Act of 1994 and state law 20-5-202 (2), MCA, pertaining to students who bring a firearm to, or possess a firearm at, any setting that is under the control and supervision of the school district. In accordance with 20-5-202 (3), MCA, a teacher, superintendent, or a principal shall suspend immediately for good cause a student who is determined to have brought a firearm to, or possess a firearm at, any setting that is under the control and supervision of the school district. The policy does not govern conduct in a student's home, a non-school parking lot, or a commercial business when the student is participating in an online, remote, or distance learning setting unless they have made a threat or there is a perceived threat. In accordance with Montana law, a student who is determined to have brought a firearm to, or possess a firearm at, any setting that is

under the control and supervision of the school district must be expelled from school for a period of not less than 1 year.

However, the Board of Trustees, through this policy, authorizes the Superintendent and the Administrative Hearing Panel to use their direction on a case-by-case basis and modify the requirement of expulsion of a student if they deem such modification to be warranted under the circumstances.

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

Before holding a hearing to determine if a student has violated Policy 3311, the Board shall, in a clear and timely manner, notify the student if the student is an adult or notify the parent or guardian of a student if the student is a minor that the student may waive the student's privacy interest by requesting that the hearing be held in public and invite other individuals to attend the hearing.

Before expelling a student under Policy 3311, the Board shall hold a due process hearing that includes presentation of a summary of the information leading to the allegations and an opportunity for the student to respond to the allegations. The student may not be expelled unless the Trustees find that the student knowingly, as defined in Section 1-1-204, MCA, brought a firearm to school or possessed a firearm at school. The provisions of Policy 3311 do not require the Board to expel a student who has brought a firearm to school or possess a firearm at school if the firearm is secured in a locked container approved by the District or in a locked motor-vehicle the entire time the firearm is at the school, except while the firearm is in the use for a school-sanctioned instructional activity.

Possession of Weapons Other Than Firearms

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

No student shall possess, use, or distribute any object, device, or instrument having the appearance of a weapon, and such objects, devices, or instruments shall be treated as weapons, including but not limited to weapons listed above which are broken or non-functional, look-alike guns; toy guns; and any object that is a facsimile of a real weapon. No student shall use articles designed for other purposes (i.e., lasers or laser pointers, belts, combs, pencils, files, scissors, etc.) to inflict bodily harm and/or intimidate, and such use will be treated as the possession and use of a weapon.

The District will refer to law enforcement for immediate prosecution any person who possesses, carries, or stores a weapon in a school building, and the District may take disciplinary action as well in the case of a student. In addition, the District will refer for possible prosecution to a parent or guardian of any minor violating this policy on grounds of allowing a minor to possess, carry, or store a weapon in a school building. (45-8-361 (1) (2) For the purposes of this section only, "school building" means all buildings owned or

leased by a local school district that are used for instruction or for student activities. (45-8-361 (5a))

The Board may grant persons and entities advance permission to possess, carry, or store a weapon in a school building. For the purposes of education, instruction and ceremonial occasions, the building principal, in consultation with the school resource officer, may grant students or faculty prior written permission to bring a weapon or disabled firearm into a school building. The Superintendent or designee will be notified by the building principal each time permission is granted for an individual or group to bring weapons on to a GFPS school campus for educational purposes (ex. Hunter education classes, History lessons, Shop class, etc.). All other persons who wish to possess, carry, or store a weapon in a school building must request permission of the Board at a regular meeting. The Board has sole discretion in deciding whether to allow a person to possess, carry, or store a weapon in a school building. (45-8-361 (3b)) This policy does not apply to law enforcement officers. (45-8-361 (3a)) The trustees shall annually review this policy and update this policy as determined necessary based on changing circumstances pertaining to school safety.

FOOD SERVICES

- Reference; GFPS Board Policy: 8200, 2510

The goal of the Food Service School Meal Program is to provide nutritious meals to students during the school day so they have proper nutrition to enhance learning. School nutrition professionals are passionate about ensuring students have access to healthy school meals to support academic achievement. We never want to see a child go hungry or feel any shame during mealtime.

Families who wish to apply for free or reduced cost meals may pick up the applications in any school office or online. Parents are encouraged to complete an application whether they intend to participate in the program or not. Many school programs are funded based on the number of students eligible for free and reduced lunch. In addition, students who qualify for free and reduced priced meal status may also qualify for reduced fees for GFPS academic and extra-curricular programs, including summer school, and for scholarships for community activities. For more information on the Great Falls Public Schools Food programs you can go online to: [School Nutrition Program - Great Falls Public Schools](#) or call Jessa Youngers, Food Service Supervisor, at 406-268-6047.

Charging and Alternate Meal Information

1. Full Pay and Reduced Enrolled K-6 Students:
 - a. Notification regarding account balances are provided to parents via:
 - i. Myschoolbucks.com
 - ii. Weekly notes if approaching a deficit.
 - iii. Phone calls (if up-to-date phone information is available)
 - b. Students may charge up to \$10 in meals (breakfast and lunch combined).
 - c. Once the limit is reached:
 - i. The principal is notified and makes additional contact with parents.
2. Full Pay and Reduced Enrolled 7-8 Students:
 - a. Notification regarding account balances are provided to parents via:
 - i. Myschoolbucks.com
 - ii. Weekly notes if approaching a deficit.
 - iii. Phone calls (if up-to-date phone information is available)
 - b. May charge up to \$10 in meals (breakfast and lunch combined).

- c. Once the limit is reached:
 - i. The principal is notified and makes additional contact with parents.
- 3. Full Pay and Reduced Enrolled 9-12 Students must pay at the cash register with either cash, a credit balance in their account.
 - a. The cashier will notify the principal with names of students who violate this rule.
 - b. The principal will investigate and take appropriate action.

To manage your child's account balances online go to: www.myschoolbucks.com

School Nutrition Department breakfast/lunch prices can be found at: [School Nutrition Program - Great Falls Public Schools](#)

FOREIGN EXCHANGE STUDENTS

- Reference; GFPS Board Policy: 3145, 3145R

It is the policy of the Board to recognize the benefits from non-immigrant students in the District. The Board does not, however, sponsor student foreign exchange programs. The District does not provide any financial contribution to the student. The Board assumes no responsibility or control over items such as travel, living accommodations, funding, insurance, etc., which remain the responsibility of the sponsor and/or student. J-1 visa holders (students sponsored by an approved foreign exchange organization) are eligible to attend secondary schools. Any sponsoring organization must have a local representative, be a nonprofit organization, and be approved by the Council on Standards for International Education Travel. All foreign exchange students must be between the ages of 16-18 at the time of enrollment and have a minimum of two (2) years of high school experience. F-1 visa holders (individual foreign students sponsored by relatives or friends) may attend the High School District if they pay tuition and complete the I-20 application process prior to enrolling. The following practices apply to foreign exchange students/international learners:

1. No foreign exchange student will be designated a senior by classification.
2. All foreign exchange students/international learners must have a minimum of two years of high school experience and 16 years of age before being accepted as a foreign exchange student.
3. Foreign exchange students /international learners will be expected to enroll in the following academic classes:
 - a. One (1) credit of English 5-6 (Required)
 - b. One (1) credit of United States History (Required)
 - c. One-half (1/2) credit of Government (Required)
 - d. One (1) credit of Math (Recommended)
 - e. One (1) credit of Science (Recommended)
4. Foreign exchange students/international learners must maintain enrollment in a minimum of six (6) academic classes and seven (7) periods of accountability.
5. Foreign exchange students /international learners must pay all pertinent fees.
6. Foreign exchange students /international learners will be recognized at the beginning of the graduation ceremony and will receive a Certificate of Attendance.
7. **Any deviation from these guidelines must be approved by the Academic Variance Committee.**
8. Foreign exchange students /international learners must have sufficient knowledge of the English language to enable effective communication and to use instructional materials and textbooks printed in English.

FUND RAISING

- Reference; GFPS Board Policy: 3530, 3535, 3550, 4210, 4320, 4321, 7260

Student Fund Raising Activities

The Board acknowledges that the solicitations of funds from students, staff and citizens must be limited since students are a captive audience and since solicitation can disrupt the program of the schools. Solicitation and collection of money by students for any purpose, including the collection of money by students in exchange for tickets, papers, magazine subscriptions, or for any other goods or services for the benefit of an approved school organization, may be permitted by the Superintendent or designee.

Distribution of Fund Drive Literature through Students

Although many community drives are organized for raising funds for worthy nonprofit causes, it is the policy of the District to refrain from having the students, as student body members, used for such collection or dissemination purposes. Exceptions to this policy will be considered when recognized student or school-affiliated organizations of the District request permission to participate in such activity.

GANGS AND GANG ACTIVITY

- Reference; GFPS Board Policy: 3611

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

A gang is defined as any group of two (2) or more persons, whether formal or informal, who associate together **in person and/or by electronic communication, including social media**, to advocate, conspire, or commit:

1. One or more criminal acts; or
2. Acts **which may be interpreted to** threaten the safety or well-being of property or persons, including, but not limited to, harassment and intimidation.

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

1. Wear, possess, use, distribute, or sell any clothing, jewelry, emblem, badge, symbol, sign, or other items which are evidence of membership in or affiliation with any gang and/or representative of any gang;
2. Engage in any act, whether verbal or nonverbal, including gestures or handshakes, showing membership in or affiliation with any gang and/or that is representative of any gang; or
3. Engage in any act furthering the interest of any gang or gang activity, including, but not limited to:
 - a. Soliciting membership in or affiliation with any gang;
 - b. Soliciting any person to pay for protection or threatening another person, explicitly or implicitly, with violence or with any other illegal or prohibited act;

- c. Painting, writing, or otherwise inscribing gang-related graffiti, messages, symbols, or signs on school property;
- d. Engaging in violence, extortion, or any other illegal act or other violation of school property.

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

GRADING GUIDELINES

- Reference; GFPS Board Policy: 2169, 2410, 2410P, 2410P2, 2420, 2420R, 2168, 2421

The issuance of grades and progress reports on a regular basis serves as the basis for continuous evaluation of the student's performance and determining changes that should be made to effect improvement. Report cards shall be issued after each grading term, except for those issued to kindergarten students, who receive a report card at the end of each semester. Paris Gibson Education Center students receive teacher advisor progress reports quarterly in lieu of report cards.

Parent Portal

This is the parents' access to the GFPS Student Information System, Power School. Power School will allow parents password-protected access to grades, assignment, and attendance information at any time of the day. If you have multiple children in our schools, you will receive a unique user name and password for each child. Please keep your passwords confidential so only you can access the information.

Grading System

The grading system utilized within the Great Falls Public Schools is uniform with regard to the scale used at grade levels. Primary students (grades K-2) are graded according to the following set of marks:

<u>Grades K, 1 and 2:</u>	G	-	Good Progress
	S	-	Satisfactory Progress
	I	-	Improving
	N	-	Needs Improvement

At grade 3, the students are still graded according to the set of marks developed for grades 1-2, with the exception of marks in mathematics, Reading, Language, Writing, and Grammar, which are graded on the following basis:

A = Excellent 90-100%	D = Below Average 60-69%
B = Above Average 80-89%	F = Unsatisfactory 59% - Below
C = Average 70-79%	

The third-grade progress report is a transition report, which allows students and parents the opportunity to experience the set of marks used uniformly in grades 4-12, while still being tied into the set of marks used in grades 1-2 in appropriate areas. Learning habits, communication, collaboration/contribution, and global citizenship, self-directed/motivated learning and graded on a C, S, NY basis in grades K-6. Students in grades K-12 may receive individualized comments from their teachers.

- C = Consistently demonstrates
- S = Sometimes demonstrates
- NY = Not yet demonstrates

Grades 4-12 utilize the grading scale shown below:

A = Excellent 90-100%

B = Above Average 80-89%

C = Average 70-79%

D = Below Average 60-69%

F = Unsatisfactory 59% - Below

Grade Point Averages, 7-12, are calculated in the following manner:

Grade Point Average or GPA (Grade Point Average) is the average obtained by dividing the total number of grade points earned by the total number of credits attempted. Grade points are based on letter grades, are calculated by grading period and are cumulative:

4 points for A+, A, A-

3 points for B+, B, B-

2 points for C+, C, C-

1 point for D+, D, D-

0 points for F, W, I. GPAs (Grade Point Average)

EXCEPTIONS:

1. G, S, N, I are the marks used to denote grades in Handwriting, Art, Music, Health Enhancement (physical education), and Library in grades 4-6.
2. There are three grades available in Middle School Health Enhancement (physical education) classes in grades 7-8. They are A, P (pass) or F (fail).
3. Grades 5-6 use a separate instrumental music progress report.
4. G, S, N, and I, are the marks used to denote grades in reading at grades K-6.
5. The # sign is used in conjunction with grades K-6 to denote that the curriculum has been modified in some way, to meet individual needs.
6. The x sign is used in grades 9-12 to denote a course is being audited for no credit
7. The I mark is used in grades 9-12 to denote a course grade contains incomplete work and the student has two weeks to complete all missing work for a passing grade.
8. The IP mark is used in grades 9-12 English to denote the student is currently passing but has not yet achieved proficiency in speaking and/or writing.
9. The IR mark is used in grades 9-12 to denote a student is being allowed to recover a lost credit through the Academic Variance Committee Process.

If a grade is disputed, a review of the student's work and of the class record book is made by principal and teacher. Every effort shall be made to resolve the differences through conference.

GRADUATION

- Reference; GFPS Board Policy: 2410, 2410R, 2413

The Board shall award a high school diploma to every student enrolled in the District who meets the requirements of graduation established by the District. The official transcript will indicate the specific

courses taken and level of achievement.

To graduate from Great Falls Public Schools, a student must have satisfactorily completed the last quarter prior to graduation as a Great Falls Public School student. Highly unusual exceptions may be considered by the principal, such as a student exchange program in a recognized school.

The state of Montana requires a minimum of 20 credits to get a diploma from an accredited high school. Great Falls Public Schools requires a minimum of 23 credits for all students in order to graduate from high school. Students can choose to receive the traditional, **Comprehensive Diploma** or they may choose to pursue two optional diploma types, described below.

Differentiated Diplomas

Students may choose to pursue one (1) of three (3) diploma options. All of which meet the Montana Board of Public Education minimum requirements for graduation from an accredited High School program (10.55.905, ARM). Students shall work with their high school guidance counselors, teachers and parents to determine which option best meets their individual needs.

Comprehensive Diploma

Subject Area	Comprehensive Diploma
Credits Needed	23
English	4
Math	3
Science	3
Social Studies	3
Fine Arts	1
CTE	1
Health/PE	2
Financial Tech Skills	.5
General Electives	5.5

Concentration Diploma

Subject Area	Concentration Diploma
Credits Needed	23
English	4
Math	3
Science	3
Social Studies	3
Fine Arts	1
CTE	.5-1
Health/PE	2
Financial Tech Skills	.5
General Electives	5.5-6.0

Students choosing this diploma option must take three (3) or more elective credits in a specific area of

concentration from the following: Science, Technology, Engineering, Math (STEM) Career Pathway Concentration (Industrial Technology, Business, Family & Consumer Science), and/or Fine Arts/Humanities.

Honors Diploma

Subject Area	Honors Diploma
Credits Needed	26
English	4
Math	4
Science	3
Social Studies	3
Fine Arts	1
CTE	.5-1
Health/PE	2
Financial Tech Skills	.5
General Electives	8.0-8.5

Honors diploma candidates must have a minimum cumulative GPA of 3.3, six (6) or more credits in any combination of honors, AP, or early college level courses.

Alternative Programs

- Reference; GFPS Board Policy: 2169, 2410R, 2600, 2600F

Credit toward graduation requirements may be granted for planned learning experiences from accredited programs, such as summer school, university courses, and distance learning courses. Credit for work experience may be offered when the work program is a part of and supervised by the school.

Dual Credit

Dual credit allows high school students to simultaneously earn credit toward both a high school diploma and college coursework that can lead to a postsecondary degree or certificate, or toward transfer to another college. The primary purpose of offering dual credit courses is to deliver high quality, introductory, college level courses to high-performing high school students. Students interested in dual credit opportunities must meet with a guidance counselor to determine available options. Students should be aware of Montana High School Association on-campus attendance eligibility requirements for activity participation.

Audit Courses

Courses may be audited for no grade and no credit, by junior or senior students if the course is not specifically required for graduation and with administrative approval. Advanced Placement courses may not be taken for audit. Preference in the course will be given to students taking the course for the first time for credit.

Grade Averaging (Re-Taking A Course)

Students who retake a course a second time in order to improve a grade receive elective credit toward their 23 diploma credits unless they are making up an F "no credit" grade, at which point a passing grade will receive core credit. For example, if they took Algebra II and received a "C" grade in it the first time they took the course and retook the course and received a "B" grade in the course, both the "C" and the "B" grades would show on the transcript. Both grades would figure into the GPA (Grade Point Average) and both

grades would figure in the total credit count in the transcript. The second math credit (for the retake of the semester) will count as an elective, not as a math credit. It will count towards the 23 credits required for graduation.

Class Rank (Grade Point Average)

Class Rank is compiled from semester grades. Courses not eligible for GPA are designated with an asterisk on the report card.

Honor Roll

Specific information regarding Elementary students' honor roll can be found in each building's handbook.

High School and Middle School students must have a minimum grade point average of 3.00 to be placed on the regular honor roll. Specific information regarding honors at graduation and honor roll requirements are included in the building handbook.

Transformational Learning

Transformational Learning links intentional instruction with learning targets. It gives an accurate measure of the student's ability and allows for supervisors, teachers, students and families to see the progression of skill attainment and growth. Transformational Learning supports use of data to drive experiences and instruction, provide specific feedback and track student progress and achievement. At the discretion of the District, a student may be given credit for courses satisfactorily completed in a period of time shorter or longer than normally required and, provided that the course meets the District's curriculum guidelines, which are aligned with the content standards stated in the educational program. Examples of acceptable coursework include, but are not necessarily limited to, those delivered through summer school, completion of Mt Youth Challenge or other specific intensive programs, specially designed courses, and other embedded community-based experiential, online and work-based learning opportunities. These opportunities will foster a learning environment that can be delivered both face to face or virtually.

Work Experience/Internship Program

Work Experience/Internship must provide all participating students with on-the-job experience and training along with career and complimentary vocational/technical classroom instruction to contribute to each student's employability. The student's classroom activities and on-the-job experiences must be planned and supervised by the school and the employer to ensure that both activities contribute to the student's employability. Students enrolled in a Work Experience/Internship program must receive credit for related classroom instruction and on-the-job training. In the absence of a proficiency model, the time requirement for students in Work Experience/Internship must be converted and is equivalent to the time requirement for credit to be earned.

The particular program designed for each student shall be set forth in a written protocol approved by the student, his or her parents or guardians, the work-experience coordinator and the employer. This shall stipulate the terms of employment and the provision for academic credit. The Student, Parent/Guardian, Workplace Supervisor, Work Experience/Internship Coordinator & School Counselor will be required to sign the Great Falls Public School Work Experience/Internship Affiliation Agreement (2600F).

The Work Experience/Internship coordinator shall make such arrangements as necessary with employers for evaluating the student's on-the-job performance and for keeping records of job attendance.

Early Graduation

- Reference; GFPS Board Policy: 2333, 2410R profile of a learner

At times, students may move through coursework, earning credit and progressing towards graduation faster than their peers. A student may complete graduation requirements in less than eight semesters or the equivalent amount of secondary school enrollment. Any student seeking to graduate early must submit an application to the Principal at least two (2) semesters prior to the proposed graduation date. Applications must be in writing and co-signed by parents or legal guardians if the student is a minor.

Participation in Commencement Exercises

A student's right to participate in a commencement exercise of the High School graduating class is an honor. As such, participation in this ceremony is reserved for those members of the graduating class who have completed all of the state and local requirements for graduation and are in good standing before the date of the ceremony. Students who complete their requirements after the date of commencement exercises will receive their diploma at the time of completion. Students who violate the District's discipline policy may be prohibited from participating in commencement exercises.

Organization and Content of Commencement Exercises

The school district will permit students to honor their Indigenous heritage through the display of culturally significant tribal regalia at commencement ceremonies. Any item that promotes drug use, weapon use, threats of violence, sexual harassment, bullying, or other intimidation, or violates another district policy, state, or federal law may not be worn during graduation.

The school administration may invite graduating students to participate in high school graduation exercises according to academic class standing or class officer status. Any student who, because of academic class standing, is requested to participate may choose to decline the invitation. Students may participate in the graduation exercises of the High School they are enrolled in during the last semester preceding graduation.

Waiver of Requirement/Academic Variance

The Board grants the Superintendent or his/her designee the authority to waive specific course requirements based on individual student needs and performance levels. Waiver requests shall also be considered with respect to age, maturity, interest, and aspirations of the students and shall be in consultation with the parents or guardians. In addition, the Superintendent or designee can determine that a student may be given credit for a course satisfactorily completed in a period of time shorter or longer than normally required and, provided that the course meets the district's curriculum and assessment requirements, which are aligned with the content standards stated in the education program. Students must see their counselor to request a waiver.

HAZING/HARASSMENT/INTIMIDATION/BULLYING

- Reference; GFPS Board Policy: 3225, 3226, 4226, 5226

The Great Falls Public School District is committed to providing a safe, productive and positive learning environment. A safe and accepting school environment is conducive to, and necessary for optimal academic achievement. Like other disruptive behaviors, bullying, harassment, intimidation and hazing negatively

impact the learning environment. Bullying, harassment, intimidating and hazing behaviors will not be tolerated. Students, staff and third parties are strictly prohibited from bullying, harassment, intimidation, hazing, or retaliation for reporting such action. Bullying does not include the determination after an investigation that the student's used reasonable and necessary physical force as self-defense or the defense of another in response to a physical attack.

“Bullying” means any harassment, intimidation, hazing, or threatening, insulting, or demeaning gesture or physical conduct, including any intentional written, verbal, or electronic communication (“cyberbullying”) or threat directed against a student that is persistent, severe, or repeated, and that substantially interferes with a student's educational benefits, opportunities, or performance, that takes place on or immediately adjacent to school grounds, at any school-sponsored activity, on school-provided transportation, at any school official bus stop, or anywhere conduct may be reasonably considered to be a threat or an attempted intimidation of a student or staff member or an interference with school purposes or an educational function, and that has the effect of:

- Physically harming a student or damaging a student property;
- Knowingly places a student in reasonable fear of physical harm to the student or damage to the student's property;
- Creating a hostile educational environment; or
- Substantially and materially disrupting the orderly operation of the school;

“Harassment” includes, but is not limited to, any act which subjects an individual or group to unwanted, abusive behavior of a nonverbal, verbal, written (electronic or otherwise), or physical nature, on the basis of any protected class as defined under federal and/or Montana state law.

“Hazing” means an act against a student of coercing a student into behavior that creates risk of mental or physical harm to a person in order for the student to be initiated into, or affiliated with a student activity, team, club, or organization, or for any other purpose.

“Intimidation” includes, but is not limited to, any threat or act intended to tamper with, substantially damage, or interfere with another person or their property, cause substantial inconvenience, subject another to offensive physical contact, or inflict serious physical injury.

“Electronic Communication” is defined in 45-8-213, MCA, and includes any communication by any electronic device including but not limited to text messaging, email, or use of social networking.

No student, staff member, or third parties will engage in any of the following:

1. Bullying, harassment, hazing or intimidation of a student;
2. Retaliation against a student or staff member for reporting or thought to have reported an incident of bullying, harassment, hazing or intimidation; or
3. Coercion of another person to commit bullying, harassment, hazing or intimidation.

Bullying, harassment, hazing or intimidation is strictly prohibited in person or electronically (as defined in 45-8-213, MCA):

1. On school premises;

2. During any school sponsored program, activity, or function including on a school bus or other school-related vehicle.

If a student or staff member is found to have committed one of the above-prohibited behaviors, consequences may follow, up to and including expulsion or termination from employment. Third parties whose behavior is found to be in violation of this policy shall be subject to appropriate sanctions as determined and imposed by the Superintendent or the Board. Individuals may also be referred to law enforcement officials. Such action is meant not only to discipline the offending student, staff member, or third party, but also to protect individuals from future aggression or retaliation. Consequences may be implemented after a report has been investigated and a determination has been made that a prohibited act was committed.

Any student disciplined will be afforded due process as required by District policy for action taken by school administration or the Board of Trustees.

Staff, students and parents will be educated on the policy and procedures, including recognizing inappropriate behaviors; using appropriate intervention and remediation; and possible consequences and discipline.

HOMELESS CHILDREN

- Reference; GFPS Board Policy: **3100, 3100P, 3110, 3125, 3125F, 3141**

Education of Homeless Children

Every child of a homeless individual and every homeless child are entitled to equal access to the same free, appropriate public education as provided to other students. The District must assign and admit a child who is homeless to a District school regardless of residence and irrespective of whether the homeless child is able to produce records normally required for enrollment. The District may not require an out-of-District attendance agreement and tuition for a homeless child. A “homeless individual” is defined as provided in the McKinney Homeless Assistance Act.

Should a child become homeless over the course of the school year, the child must be able to remain at the school of origin, or be eligible to attend another school in the district. Homeless Students will have access to services comparable those offered to other students, including but not limited to:

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

The Superintendent will give special attention to ensuring the enrollment and attendance of homeless children and youths not currently attending school. The Superintendent will appoint a liaison for homeless children.

HOMEWORK

- Reference; GFPS Board Policy: 2430, 2430R

Homework is a constructive tool in the teaching/learning process when geared to the needs and abilities of students. Purposeful assignments not only enhance student achievement, but also develop self-discipline and positive work habits. As an extension of the classroom, homework must be planned and organized, must be viewed as purposeful to the students, and should be evaluated and returned to students in a timely manner.

Teachers may give homework to students to aid in the students' educational development. Homework should be an application or adaptation of a classroom experience, and should not be assigned for disciplinary purposes.

A written implementation plan has been developed for each educational level, building, or class (K-6, 7-8 and 9-12) that clearly indicates to students, parents and staff the procedures and practices that will be followed in assigning, completing, cementing, reviewing, evaluating and returning all assigned homework. Homework should be an appropriate extension of classwork. The assignment and its purpose should be clearly stated. Homework should be as carefully planned as any classroom activity. Please refer to the building handbook for specific homework requirements for that building.

IMMUNIZATION

- Reference; GFPS Board Policy: 3110, 3110R, 3413, 3413F1, 3413F2

The Board requires all students to present evidence of their having been immunized against the following diseases: varicella, diphtheria, pertussis (whooping cough), tetanus, poliomyelitis, rubella, mumps, and measles (rubeola), in the manner and with immunizing agents approved by the Department of Public Health and Human Services. Haemophilus influenza type "b" immunization is required for students under age five.

Upon initial enrollment, an immunization status form shall be completed by the student's parent. The certificate shall be made a part of the student's permanent record.

A student who transfers into the District may photocopy immunization records in the possession of the school of origin. The District will accept the photocopy as evidence of the immunization. Within 30 days after a transferring student ceases attendance at the school of origin, the District must receive the original immunization records for the student who transfers into the District. Immunizations may not be required if a child qualifies for conditional attendance or an exemption is filed as provided by Montana law.

Exemptions from one or more vaccines shall be granted for medical reasons upon certification by a licensed or certified health care provider in a manner provided by Section 20-5-405, required form is located on the Great Falls Public Schools website under District Policy 3413F1, and MCA. Exemptions for religious reasons must be filed in a manner provided by Section 20-5-404, MCA, required form is also located on the Great Falls Public Schools website under District Policy 3413F2. The statement for an exemption shall be maintained as part of the student's immunization record in accordance with FERPA as specified in Policy 3600P.

All students who are enrolled under an exemption and have a disease listed in Policy 3413, have been exposed to a disease listed in Policy 3413, or may be exposed to a disease listed in Policy 3413 while attending school, may be excluded from the school by the local health officer of the DPHHS until the excluding authority is satisfied that the student no longer risks contracting or transmitting that disease.

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

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

Students enrolled in dual credit courses in accordance with District policies may be subject to district immunization requirements of the applicable post-secondary institution.

INSTRUCTION

- **Reference; GFPS Board Policy: 2135, 2158, 2309, 2310, 2310R, 2310F1, 2310F2, 2310F3, 2311, 2311R, 2311F1, 2314, 2314F, 2314F2, 2330, 2335**

Family Engagement Policy

The Great Falls Public School District Board of Trustees believes that engaging parents/families in the education process is essential to improved academic success for students. The Board recognizes that a student’s education is a responsibility shared by the district, parents, families and other members of the community during the entire time a student attends school. The Board believes that the district must create an environment that is conducive to learning and that strong, comprehensive parent/family involvement is an important component.

Parent/Family Involvement Goals and Plans

The Board of Trustees recognizes the importance of parent/family involvement, thereby facilitating an environment that encourages collaboration with parents, families and other members of the community. Therefore, the district will promote the facilitation of parent/family involvement that shall include the following six (6) goals:

1. Promote families to actively participate in the life of the school and feel welcomed, valued, and connected to each other, to school staff, and to what students are learning and doing in class.
2. Promote families and school staff to engage in regular, two-way meaningful communication about student learning.
3. Promote families and school staff to continuously collaborate to support student learning and healthy development both at home and at school and have regular opportunities to strengthen their knowledge and skills to do so effectively.
4. Empower parents to be advocates for their own and other children, to ensure that students are treated equitably and have access to learning opportunities that will support their success.
5. Encourage families and school staff to be partners in decisions that affect children and families and together inform, influence, and create policies, practices, and programs; and

6. Encourage families and school staff to collaborate with members of the community to connect students, families, and staff to expand learning opportunities, community services, and civic participation.

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

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

Parent/Family Involvement Responsibilities, And Rights

The District believes that the best educational result for each student occurs when all three partners are doing their best: the District staff, the student's parent, and the student. Such a partnership requires trust and much communication between home and school. To strengthen this partnership, every parent is urged to:

1. Encourage their child to put a high priority on education and commit to making the most of the educational opportunities the school provides.
2. Review the information in the student handbook with their child and sign the acknowledgement either digitally online or physically, then returning to the school of record. A parent with questions is encouraged to contact their school.
3. Become familiar with all of your child's school activities and with the academic programs and course of study, including special programs offered in the District. Discuss with the counselor or principal any questions, such as concerns about placement, assignments, early graduation, methods to opt-out of programs and instruction consistent with parent/family rights, and other options available to the child.
4. Monitor the child's academic progress and contact teachers as needed, including to discuss homework, attendance, and discipline. Parents have the right to review their child's education records upon request.
5. Attend scheduled conferences and request additional conferences as needed. To schedule a telephone or in-person conference with a teacher, counselor, or principal, please call the school office for an

appointment. A teacher will usually arrange to return the call or meet with the parent during their conference period or at a mutually convenient time before or after school.

6. Access District policies, handbooks, Board and committee meeting agendas, and District grievance procedures to participate in the governance of the District through the Board of Trustees. Contact information for administrators and trustees is available at: <http://gfps.k12.mt.us/school-board>
7. Contact a counselor or principal to discuss rights related to student name and pronoun use consistent with the Family Education Rights and Privacy Act and Policy 3600

Human Sexuality or Identity Instruction Absence

A student may be withdrawn or absent from a class period, assembly, school function, or other instruction at the request of a parent/guardian/other person responsible for human sexuality instruction. Human sexuality instruction is instruction that has the goal or purpose of studying, exploring, or informing students about intimate relationships, sexual anatomy, sexual reproduction, sexually transmitted infections, sexual acts, abstinence, contraception, or reproductive rights and responsibilities. These absences do not count against the child's attendance record.

Written consent from the parent or legal guardian is required prior to any student attending identity instruction. Identity instruction is instruction that has the goal or purpose of studying, exploring, or informing students about gender identity, gender expression, or sexual orientation. A student is excused from not attending identity instruction unless the student's parent/guardian provided written consent for the student to be in attendance prior to the instruction.

The District will provide parents/guardians with at least five (5) school days' notice (but not more than 14 school days notice) before human sexuality or identity instruction is scheduled to occur.

Parent Rights

All fundamental parental rights are exclusively reserved to the parent or a child without obstruction or interference by a government entity in accordance with state and federal law (including without limitation to statutes and the common law) and District policy.

The District recognizes the right of a parent or guardian to withdraw a child from instruction or an organized school function regarding human sexuality instruction. Such withdrawals will be classified as an excused absence.

"Human sexuality instruction" means teaching or otherwise providing information about human sexuality, including intimate relationships, human sexual anatomy, sexual reproduction, sexually transmitted infections, sexual acts, sexual orientation, gender identity, abstinence, contraception, or reproductive rights and responsibilities.

Annual Notice and Availability of Materials

The District shall annually notify the parent or guardian of each student scheduled to be enrolled in human sexuality in advance of the instruction regarding the basic content of human sexuality instruction intended to be taught and the parent or guardian's right to withdraw the student from such instruction.

48-Hour Notice

Parents and guardians will be notified at least 48 hours prior to holding an event or assembly or introducing materials for instructional use.

No Abortion Curriculum

Neither the District nor its personnel or agents may permit a person, entity, or any affiliate or agent of the person or entity to offer, sponsor, or furnish in any matter any course materials or instruction relating to human sexuality or sexually transmitted diseases to its students or personnel if the person, entity, or any affiliate or agent of the person or entity is a provider of abortion services.

Controversial Issues and Academic Freedom

The District shall offer courses of study which will afford learning experiences appropriate to the level of student understanding. The instructional program shall respect the right of students to face issues, to have free access to information to study under teachers in situations free from prejudice, and to form, hold, and express their own opinions without personal prejudice or discrimination. A student may read the Bible or other religious material during free reading time or when self-selected and consistent with a classroom or course requirements.

Teachers shall guide discussions and procedure with thoroughness and objectivity to acquaint students with the need to recognize various points of view, importance of fact, value of good judgement, and the virtue of respect for conflicting opinions.

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

In the study or discussion of controversial issues or materials, however, the Board directs teaching staff to consider the following criteria:

1. Relative maturity of students
2. District philosophy of education and Board approved curriculum
3. Community standards, morals and values
4. The necessity for a balanced presentation; and
5. The necessity to seek prior administrative counsel and guidance in such matters

Health Enhancement

Health, family life, and sex education, including information about parts of the body, reproduction, and related topics, will be included in the instructional program as appropriate to grade level and course of study. An instructional approach will be developed after consultation with parents and other community representatives. Parents and guardians may ask to review materials to be used and may request that their child be excluded from human sexuality education or instruction class sessions without prejudice in accordance with Policy 3120. In accordance with Policy 2135, the District will notify parents and guardians 48 hours prior to any event, assembly, or introduction of materials for instructional use on the topic of human sexuality. Notification of parent or guardian rights under this policy will be issued on an annual basis.

For purposes of this policy, “human sexuality education or instruction” means teaching or otherwise providing information about human sexuality, including intimate relationships, human sexual anatomy,

sexual reproduction, sexually transmitted infections, sexual acts, sexual orientation, gender identity, abstinence, contraception, or reproductive rights and responsibilities.

AIDS Education and Prevention

The Board believes HIV/AIDS and other STD/STI instruction is most effective when integrated into a comprehensive health education program. Instruction must be appropriate to grade level and development of students and must occur in a systematic manner. The Board particularly desires that students receive proper education about HIV and other STD/STI's, before they reach the age when they may adopt behaviors which put them at risk of contracting the disease.

In order for education about HIV and other STD/STI's to be most effective, the Superintendent will require that faculty members who present this instruction receive continuing in-service training which includes appropriate teaching strategies and techniques. Other staff members not involved in direct instruction, but who have contact with students, will receive basic information about HIV/AIDS and other STD/STI's and instruction in use of universal precautions when dealing with bodily fluids. In accordance with Board policy, parent will have an opportunity to review the HIV/STD/STI education program before it is presented to students.

Library Materials

Reference: GFPS Board Policy 2309, 2310F1

The purpose of the School District Library Program is to: prepare students to access, evaluate, and use resources effectively and efficiently to meet their information needs; provide materials in varied formats which support the district curriculum, independent learning, individual educational needs, and personal enjoyment; ensure selection of a broad range of materials on controversial issues to support student development of critical analytical skills; and encourage collaboration with other educators to develop strategies that meet the needs of students and that honor applicable laws and regulations.

Selection of Library Materials

The selection of library materials is a professional task conducted by the library staff. In selecting library materials, the librarian will evaluate the existing collection; examine materials and consult reputable, professionally prepared selection aids. Librarians involved in selection of resource materials will also use the following criteria as a guide:

1. Support and contribute to the general education goals of the District
2. Support and contribute to the objectives of specific courses and student interests
3. Demonstrate validity, currency, appropriateness for content, age and student developmental level
4. Maintain favorable reviews or recommendations found in standard selection sources
5. Demonstrate the reputation and significance of author, producer, and/or publisher
6. Foster respect for and gain an understanding of the contributions made to our society by diverse groups of people
7. Support Indian Education for All
8. Represent differing viewpoints on controversial subjects with the goal of providing a balanced collection
9. Demonstrate value commensurate with cost and/or need
10. Demonstrate quality and variety of format

Parental Discretion

Parents may request in writing that their minor child/children not be allowed to check out specific book titles, authors, and/or subjects. Written requests should be submitted to their child's/children's school(s) of attendance.

Library Materials Reconsideration Procedures (Complaint Procedure)

The procedure for filing a complaint about library materials in the school library is found on the district website, under Board Policy 2310R, as well as Board Policy 2310F1, and 2310F2, which are the Citizen's Request for Reconsideration of Library Material Form (F1) and the Checklist for Library Materials Selection Committee Reconsideration of Material Form (F2).

Instructional Materials

Reference: GFPS Board Policy 2311, 2314

The Board is legally responsible to approve and to provide the necessary instructional materials. Textbooks and instructional materials should provide quality learning experiences for students and:

- Be congruent with identified instructional objectives.
- Stimulate growth in knowledge, literary appreciation, aesthetic value, and ethical standards.
- Provide background information and enable students to make intelligent judgements.
- Present more than one viewpoint on controversial issues.
- Be representative of the many religious, ethnic, and cultural groups and their contributions through realistic, non-stereotypical portrayals.
- Assist teachers in providing moral and civic instruction to students consistent with §20-4-301(1)(f), MCA.
- Recognize the distinct and unique cultural heritage of American Indians.
- Comply and equality and nondiscrimination standards in Article X, Selection 1 of the Montana Constitution and § 49-2-307, MCA
- Be priced in a manner that is consistent with District budgetary capacity.

Basic instructional course material in the fundamental skill areas of language arts, mathematics, science, and social studies should be reviewed at intervals not exceeding five (5) years, or consistent with the state's standards revision schedule that are consistent with the goals of continuous school improvement plan. All instructional materials must be compatible with previous and future offerings.

Selection, Adoption, and Removal of Textbooks and Instructional Materials

Curriculum committees will generally be responsible to recommend textbooks and major instructional material purchases. Recommendations will be made to the Superintendent. The function of the committee is to ensure that materials are selected in conformance with stated criteria and established District goals and objectives. A curriculum committee will consist primarily of members in a particular department. The same basic selection procedures should be followed as with District-wide committees to also include one or more community members.

Removal of Textbooks and Instructional Materials

Textbooks may be removed when they no longer meet the criteria for initial selection, when they are worn out, or when they have been judged inappropriate through the Learning Materials Review Process, which is explained in Board Policy 2314, and put into effect by submitting Board Policy 2314F1, which is the Citizen's Request for Reconsideration of Learning Material form.

INVESTIGATIONS

- Reference; GFPS Board Policy: 3230, 3232, 3310P, 3440, 4313, 4410, 4411

Investigations Conducted by School Officials

The administration has the authority and duty to conduct investigations and to question students pertaining to infractions of school rules, whether or not the alleged conduct is a violation of criminal law. The administration shall determine when the necessity exists that law enforcement officers be asked to conduct an investigation of alleged criminal behavior which jeopardizes the safety of other people or school property or which interferes with the operation of the schools.

In instances when the administration has reasonable suspicion that a violation of district policy or law has occurred, the administrator will investigate. The administrator will notify the suspected rule violator(s) and/or potential witness(es). The suspected individual shall be advised orally or in writing of the nature of the alleged offense and of the evidence against the individual. All individuals will be afforded due process.

Cooperation with Law Enforcement Officials other than School Resource Officers (SRO)

Cooperation with all law enforcement officers will be maintained. Pertaining to criminal activities unrelated to the operation of the school, it is the preference of the District that law enforcement officers other than SROs, will normally not initiate, and conduct any investigation and interrogation on the school premises, during school hours. It is preferred that only in demonstrated emergencies, when law enforcement officers find it necessary, will they conduct such an investigation during school hours. These circumstances might be limited to those in which delay might result in danger to any person, flight of a person reasonably suspected of a crime from the jurisdiction or local authorities, destruction of evidence, or continued criminal behavior.

No school official, however, should ever place themselves in the position of interfering with a law enforcement official in the performance of their duties as an officer of the law. If the law enforcement officials are not recognized and/or are lacking a warrant or court order, the building principal shall require proper identification of such officials and the reason(s) for the visit to the school. In all cases, the officers shall be requested to obtain prior approval of the Principal or other designated person before beginning such an investigation on school premises. Alleged behavior related to the school environment brought to the Principal's attention by law enforcement officers shall be dealt with under the provisions of the previous section.

Investigations by Law Enforcement

When a student becomes involved with law enforcement officers due to events outside of the school environment and officers other than an SRO must interact with a student, the officer(s) is requested to confer with the student when they are ~~is~~ being investigated for conduct not under the jurisdiction of the school. If this cannot be arranged, the SRO is the first person of contact for law enforcement. If for any reason the SRO is not available to respond to a request, the following steps shall be taken to cooperate with the authorities.

- a. In cases where this no threat to person or property, the officer shall contact the school principal and present proper identification in all occasions upon his/her arrival on school premises.
- b. Parents or guardians shall be notified by the building administrator or designee, as soon as possible. The building administrator or designee shall make every effort in inform parents or

guardians of the intent of law enforcement officers except when that notification may compromise the student's safety.

- c. The student's parent or guardian shall be present, of practical, during any interrogation on school premises, by law enforcement other than an SRO.

Students Taken into Custody

School officials shall not release students to law enforcement authorities voluntarily unless the student has been placed under arrest, or unless the parent or guardians of the adult student agrees to the release. When students are removed from school for any reason by law enforcement authorities, every reasonable effort will be made to notify the student's parents or guardians immediately. Such effort shall be documented.

Whenever an attempt to remove a student from school occurs without an arrest warrant, court order, or without acquiescence of the parent or guardian, or the student, the administrator shall immediately notify a superior of the law enforcement officers involved to make objection to the removal of the student and shall attempt to notify the parent or guardian of the student. The Superintendent's office shall be notified immediately of any removal of a student from school by law enforcement officers under any circumstances. When it is necessary to take a student into custody on school premises and time permits, the law enforcement officer shall be requested to notify the principal and relate the circumstances necessitating such action. When possible, the principal shall have the student summoned to the principal's office where the student may be taken into custody. In all situations of interrogations, arrest or service of subpoenas of a student by law enforcement officers on school premises, all practicable steps shall be taken to ensure a minimum of embarrassment or invasion of privacy of the student and disruption to the school environment.

LIFE THREATS/ STUDENT THREAT ASSESSMENT

Students must be discouraged from making life threats, even in jest. In every case, parents of the offending student will be notified. Suspended students will not be readmitted without a parent/administrator conference. Parents of the threatened student will be notified. When confronted with potential life threat situations, the principals, counselors, assistant superintendent, and SRO, as needed, will determine which of the following levels apply and then take the described action:

Level 1(No Identified Threat)

Level 2 (Low Risk): Ideation

Individual/situation does not appear to pose a threat of violence or serious harm to self/others; and exhibited issues/concerns can be resolved easily.

Level 3 (Moderate Risk): Planning

Person/situation does not appear to pose a threat of violence, or serious harm to self/others, at this time; exhibits behaviors that indicate a continuing intent and potential for future violence or serious harm to self/others and/or exhibits other concerning behavior that requires intervention.

Level 4 (High Risk): Acquisition

Person/situation appears to pose a threat of violence, exhibits behaviors that indicate both a continuing intent to harm and efforts to acquire the capacity to carry out the plan; may also exhibit other concerning behavior that require intervention.

Level 5 (Extreme Risk): Implementation

Person/situation appears to pose a clear and immediate threat of serious violence toward others that requires containment and action to protect identified or identifiable target(s); may also exhibit other concerning behavior that require intervention.

MANAGEMENT OF SPORTS RELATED CONCUSSIONS

- Reference; GFPS Board Policy: 3415, 3415F, 3415P

The District recognizes that concussions and head injuries are commonly reported injuries in children and adolescents who participate in sports and other recreational activities. The Board acknowledges the risk of catastrophic injuries or death is significant when a concussion or head injury is not properly evaluated and managed. Therefore, all K-12 organized sports activities, as defined by state law, will be identified for head injury management practices by the district administration.

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

Removal from Participation

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

Return to Play After Concussion or Head Injury

In accordance with MHSA Return to Play Rules and Regulations and The Dylan Steigers Protection of Youth Athletes Act, a student athlete who has been removed from play, practice, tryouts, training exercises, preparation for an athletic game, or sport camp may not return until the athlete is cleared by a licensed healthcare professional who specializes in concussion management and is under contract with the school district. This certified health care provider may be a volunteer.

Impact Testing

As a component of the District's sports related concussion management procedures, the District will utilize a neurocognitive computer-based test or other recognized neurocognitive testing program to establish a baseline of short-term memory processing speed and reaction time. Post injury scores should be comparable to the original baseline score and the student-athlete will be asymptomatic prior to being released to continued participation. This service, provided by SWAY Medical, will be initiated at the high school level in all competitive sports activities.

Right to Deny Participation

The District reserves the right to deny student-athlete participation in practices or competitions as a preventative measure to further safeguard student health.

Information for Parents and Athletes

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

Training

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

Student-Athlete & Parent Concussion Statement

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

MEDICINE AT SCHOOL

- Reference; GFPS Board Policy: 3416, 3416F, 3418, 8302, 8450, **8450R**

The Board will permit administration of medication to students in schools in its jurisdiction. Pursuant to the completion of the District's medication form signed by the parent and a licensed healthcare provider, the school nurse (who has successfully completed specific training in administration of medication), may administer medication to any student in the school or may delegate this task pursuant to Montana law. "Medication" means prescribed drugs and medical devices that are approved by the U.S. Food and Drug Administration and are ordered by a healthcare provider. It includes over-the-counter medications prescribed by the student's healthcare provider and/or authorized through parental consent.

Assisting Students with Self-Administration of Medication

A building principal or school administrator may authorize, in writing, any employee:

1. To assist in the self-administration of any drug which may lawfully be sold over the counter without a prescription to a student with the written consent of a student's parent. School district personnel will not furnish students with over the counter medications at school.
2. To assist in the self-administration of a prescription drug to a student in compliance with written instructions of a medical practitioner, and with the written consent of a student's parent.

Any school employee authorized in writing by the school administrator or principal, or who has been delegated by the school nurse may assist with self-administration of medications, provided that only the following acts are used:

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

Emergency Administration of Medication – Students with Individual Health Care Plans

In the event of an emergency, a school nurse or trained staff member, exempt from the nursing license requirement under § 37-8-103(1) (c), MCA, may administer emergency medication to any student in need thereof on school grounds, in a school building, at a school function, or on a school bus according to a standing order of an authorized physician or a student's private physician. In the event that emergency medication is administered to a student, the school nurse or staff member shall call 9-1-1 and notify the student's parents. Any prescribed emergency medications kept at school will be documented on a student's Individual Health Care Plan and/or Emergency Care Plan. Reference Policy 3418

Life Threatening Allergies/Medical Conditions

The Board recognizes the importance of maintaining a safe environment for students with life threatening allergies and/or medical conditions. This policy requires the disclosure of all life-threatening allergies and/or medical conditions by the parent upon enrollment of each student. The medical information is to be updated on an annual basis with the school by the parent or when medical conditions are diagnosed by a healthcare provider. This information is critical for school staff and could avert the potential death of a student. The Great Falls Public Schools will establish guidelines for management of students with life threatening allergies and/or life-threatening medical conditions.

Therefore, it is mandated that an Individual Health Care Plan will be developed to accommodate the students' needs. The Individual Health Care Plan will be established with the parent, student (age appropriate), school administrator or designee, school nurse, medical physician and/or healthcare provider, and school food services. The Individual Health Care Plan will accommodate the child's needs throughout the school day, including in the classroom, in the cafeteria, in after-school programs, during school-sponsored activities, and on the school bus. The Individual Health Care Plan will be developed in accordance with the Family Education Rights and Privacy Act.

To support the Individual Health Care Plan, a core team of, but not limited to, school nurse, teacher(s), school administrator or designee, parent, student (age appropriate), medical physician or healthcare provider and other staff members as deemed necessary, will work together to support the prevention of a medical situation and respond to any emergency that may arise with the student. This team will receive the necessary training and will assure that all staff who interact with the student on a regular basis understands the student's needs and can recognize symptoms, knows what to do in an emergency, and works with other

school staff to eliminate the potential allergens. An Emergency Care Plan may also be developed. It may be an excerpt of the Individual Health Care Plan or in some cases, it can be a stand-alone plan. In either case, the Emergency Care Plan will be disseminated on a need-to-know basis in order to protect the student in an emergency situation.

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:

1. 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.
2. The student must have the prior written approval of his/her primary healthcare provider. The written notice from the student's primary care provider must specify the name and purpose of the medication, the prescribed dosage, frequency with which it may be administered, and the circumstances that may warrant its use.
3. 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.
4. Documentation of a doctor approved written treatment plan for managing asthma, severe allergies, or anaphylaxis episodes of the student and for medication use by the student during school hours, such as a district Emergency Health Care Plan.

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

Self-Administration and Possession of Other Medications

Students may self-administer and possess other medications as long as authorized by a licensed healthcare provider through written order and stated in the student's Individualized Health Care Plan. The building administrator, school nurse, and appropriate staff will be notified of a student's plan to possess and self-administer medications. Students are not authorized to self-carry or possess controlled medication during school hours.

MILITARY COMPACT WAIVER

- Reference; GFPS Board Policy: 3124

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

Purpose

The purpose of the Interstate Compact on Educational Opportunity for Military Children is to remove barriers to educational success for children of military families due to frequent relocation and deployment of their parents. The Compact facilitates educational success by addressing timely student enrollment, student

placement, qualification and eligibility for programs (curricular, co-curricular, and extra-curricular), timely graduation, and the facilitation of cooperation and communication between various member states' schools.

PERMISSIVE TRANSFERS

- Reference; GFPS Board Policy: 3110, 3110R, ~~3100, 3100P~~

Parents/guardians of a student not living within an elementary, middle, or high school's attendance area boundary may apply to attend a school through the "permissive transfer" process. Permissive Transfer Forms are available at each school. A request for permissive transfer may be granted at the discretion of the District.

The following criteria will be considered in authorizing a permissive transfer:

1. Formal written approval must be given by each building principal, with final approval given by the Superintendent or designee.
2. Permissive transfers will only be considered if classroom space is available at the requested school.
3. Transportation must be provided by the parent/guardian or student for the student attending a school on a permissive transfer.
4. Permissive transfers will be judged on the educational value for the students; however, other needs such as child care will be considered.
5. The permissive transfer does not have to be renewed yearly. However, students must reapply as they move from elementary to middle school and from middle school to high school.
6. A permissive transfer may be revoked by the Superintendent at any time in response to attendance problems or disciplinary issues.
7. No transfers will be made to accommodate extra or co-curricular activities.

PHYSICAL EXAMINATIONS/HEALTH SCREENINGS

- Reference; GFPS Board Policy: 3410

Students who wish to participate in certain extracurricular activities will be required to submit to a physical examination to verify their ability to participate in the activity. Students participating in activities governed by the Montana High School Association will be required to follow the rules of that organization, as well as other applicable District policies, rules, and regulations. The potential student athlete must present a GFPS Physical Examination Record signed by the examining physician or other medical personnel indicating that the student has passed a physical examination administered since the close of the previous school year. In general the District will notify parents of the specific or approximate dates during the school year when screening administered by the District is conducted. Parents will receive written notice of any screening result which indicates a condition that might interfere or tend to interfere with a student's progress. All information discovered by a physical examination or a health screening shall be held as confidential information pursuant to Montana law. The Parent-School agreement must also be signed by the parent before any equipment may be issued to the student. In certain sports, other consent and permission forms may also have to be signed before participation will be allowed.

The Board may arrange each year for health services to be provided to all students with applicable parental permission. Such services may include, but are not limited to:

1. The development of procedures at each building for the isolation and temporary care of students who become ill during the school day;
2. Consulting services of a qualified specialist for staff, students, and parents;

3. Vision, hearing, and dental screening;
4. Immunizations as provided by the Department of Public Health & Human Services.

PRAYER/RELIGIOUS ACTIVITY AT SCHOOL

- Reference; GFPS Board Policy: 2332, 3510

District officials may not invite or permit members of the clergy, staff members, or outsiders to give prayers at school-sponsored assemblies and extracurricular or athletic events. Students may express their individual religious beliefs in reports, tests, homework, and projects. Staff members should judge their work by ordinary academic standards, including substance, relevance, appearance, composition, and grammar. Student religious expression should neither be favored nor penalized. A student may read the Bible or other religious material during free reading time or when self-selected and consistent with a classroom or course requirements.

Students may distribute religious literature to their classmates, subject to the same constitutionally acceptable restrictions that the District imposes on the distribution of other non-school literature. Persons who are not enrolled in Great Falls Public Schools may not distribute religious or other literature to students on school property, consistent with and pursuant to the District's policy on solicitations.

Students may pray individually or in groups and discuss their religious views with other students, as long as they are not disruptive or coercive. The right to engage in voluntary prayer does not include the right to have a captive audience listen, to harass other students, or to force them to participate. Students may pray quietly in the classroom, except when they are expected to be involved in classroom instruction or activities. Students may gather as non-curricular groups to discuss or promote religion in accordance with District Policy 3222.

PROTECTION OF STUDENT RIGHTS AND RESPONSIBILITIES

- Reference; GFPS Board Policy: 2131, 2132, 2311, 3200, 2132, 3130, 3410, 3600, 3600P 3600R, 3600F, 3650

The District recognizes fully that all students are entitled to enjoy the rights protected under federal and state constitutions and law for persons of their age and maturity in a school setting. The District expects students to exercise these rights reasonably and to avoid violating the rights of others. The District may impose disciplinary measures whenever students violate the rights of others or violate District policies or rules.

Surveys and Research

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

No student will be required to participate without parental consent in any survey, analysis, or evaluation that concerns sensitive personal information defined as:

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

Surveys Created by a Third Party

Before the District administers or distributes a survey created by a third party to a student, the student's parent(s) may:

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

This section applies to every survey: (1) that is created by a person or entity other than a District official, staff member, or student, (2) regardless of whether the student answering the questions can be identified, and (3) regardless of the subject matter of the questions. The District will not be responsible for surveys that students elect to take which are outside the District's control (i.e. ACT, PSAT, SAT, AP...)

If a survey contains sensitive personal information, the administrator of the survey must get prior Board approval. If approved school officials and staff members shall not request, nor disclose, the identity of any student who completes ANY survey containing sensitive personal information. Internally created surveys that do not ask for sensitive personal information do not require Board approval or parental notification.

The District will not collect, disclose, or use student individually identifiable information for the purpose of marketing or selling that information or otherwise providing that information to others for that purpose. The District, however, is not prohibited from collecting, disclosing, or using individually identifiable information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions.

Research Studies

The District recognizes the value of participation in educational research. Studies using observation, surveys, and experimentation can aid in the improvement of the instructional program in the school system as well as growth in the profession and growth for individual teachers and researchers. Simultaneously, the District recognizes that the amount of time available for student learning is limited and must be handled carefully. It is, therefore, important that only those research studies which are of the greatest value to the District should be allowed to be conducted in the school system.

Notification of Rights and Procedures

The Superintendent or designee shall notify students' parents of:

1. This policy as well as its availability from the administration office upon request;
2. How to opt their child out of participation in activities as provided in this policy;
3. The approximate dates during the school year when a survey requesting personal information, as described above, is scheduled or expected to be scheduled;
4. How to request access to any survey or other material described in this policy.
5. This notification shall be given to parents at least annually at the beginning of the school year and within a reasonable period after any substantive change in this policy.

Students of Legal Age

Every student eighteen (18) years of age or older, like all other students, will comply with the rules established by the District, pursue the prescribed course of study, and submit to the authority of teachers and other staff members as required by policy and state law. For more information pertaining to adult students, and the District requirements to communicate with parents/guardians of adult students, refer to Board Policy 3130.

PUBLICATIONS

- Reference; GFPS Board Policy: 3221, 3222

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

Material appearing in such publications should reflect all areas of student interest, including topics about which there may be controversy and dissent. Controversial issues may be presented provided they are treated in depth and represent a variety of viewpoints. Such materials may not be libelous, obscene or profane nor may they cause a substantial disruption of the school, invade the privacy rights of others, demean any race, religion, gender, or ethnic group, or advocate the violation of the law. They may not advertise tobacco, electronic or nicotine innovations, liquor, illicit drugs or drug paraphernalia. Prior to distribution in school or on school premises, a copy of all school sponsored and non-school sponsored student publications shall be provided to the principal. The principal may prohibit distribution of publications that violate the right of expression as provided in Board policy and in state and federal law.

RELEASE OF STUDENTS FROM SCHOOL

- Reference; GFPS Board Policy: 3440

The Board recognizes its responsibility for the proper care of students during school hours. Students shall not be removed from school grounds, any school building or school function during school hours except by a person duly authorized. Before a student is removed or excused, the person seeking to remove the student must present, to the satisfaction of the principal, evidence of their proper authority to remove the student. A teacher should not excuse a student from class to confer with anyone other than district personnel, unless the request is approved by the principal. The principal will establish procedures for removal of a student during school hours. **Students will be released, with a parental request in writing, for the purpose of receiving religious instruction.**

REPORT CARDS, PROGRESS REPORTS, AND CONFERENCES

- Reference; GFPS Board Policy: 2420, 2420R, 3120, 3600R

The District believes that the cooperation of school and home is a vital ingredient component in the growth and education of the student and recognizes the responsibility to keep parents informed of student welfare and progress in school.

The issuance of grades and progress reports on a regular basis serves as the a basis for continuous evaluation of the student's performance and for determining changes that should be made to effect improvement. These reports shall will be designed to provide information that will be helpful to the student, teacher, counselor and parent/guardian. Please read the section on **Grading Guidelines**.

The Board directs the Superintendent or designee to establish a system of reporting student process and will require all staff members to comply with such a system as part of their teaching responsibility. Staff members, parents and teachers are valued participants in this process.

Written reports of absences and student grades or performance in each class or subject are issued after each term, except for kindergarten students who receive a report at the end of the semester. Paris Gibson Education Center students are issued progress reports on a continuous basis.

Great Falls Public Schools hold two official parent-teacher conference times, one in the fall and one in the spring. Please refer to the current district calendar for the specific dates. However, parents have the right to a conference at any time. Please contact the school to request a conference.

RESPECT FOR ALL

Great Falls Public Schools provides equal educational opportunities for all students without regard to race, color, national origin, ancestry, sex, ethnicity, language barrier, religious beliefs, physical and mental handicap or disability, economic or social conditions, or actual or potential marital or parental status. At Great Falls Public Schools, we believe...Everyone has the right to feel safe and comfortable at school.

We make that happen by:

1. Respecting each other as people
2. Respecting our own property and the property of others
3. Treating others with kindness

Everyone has a right to a positive and productive learning environment. We do that by:

1. Respecting school rules
2. Being responsible
3. Being prepared to learn

At our school, we...

1. DO treat others like we would like to be treated ourselves
2. DO follow our school rules
3. DO help others when they need it
4. DO include students who are left out
5. DO tell adults if something is happening that we are concerned about

At our school, we...

1. DO NOT harass or tease others

- a. These are negative acts committed by someone to another person (physical, written, spoken, gestured)
- 2. DO NOT intimidate others
 - a. These are actions or words that serve to trouble, scare or frighten another person.
- 3. DO NOT threaten others
 - a. These are actions or words that make others feel they are in danger
- 4. DO NOT bully others
 - a. These are aggressive behaviors that are intentional and that involve an imbalance of power. Most often, it is repeated over time.

WHAT SHOULD YOU DO IF YOU ARE BEING HARASSED, INTIMIDATED, THREATENED OR BULLIED OR YOU ARE A WITNESS OR KNOW ABOUT IT HAPPENING TO SOMEONE ELSE?

- 1. Tell an adult:
 - a. Your parents
 - b. Your teacher, any teacher or the principal
 - c. Your counselor
 - d. The secretary
 - e. An aide
 - f. Any adult...they care about you!
- 2. You can write it in a note or you can talk to an adult about it
- 3. Tell an adult right away so they can make it stop and find out more about it right away

WHAT WILL THE ADULT DO ONCE THEY HAVE BEEN TOLD?

- 1. Listen very carefully to what you have to say.
- 2. They may talk to other people about what they have seen or heard. This will include your parents. The principal will also be notified.
- 3. They will take action to make the behavior stop.
- 4. They will get the other person's side of the story.
- 5. They will figure out what is happening.
- 6. They will take disciplinary action if appropriate.
- 7. They will work to prevent it from happening again but you should report again if it doesn't stop.

WHAT HAPPENS TO PEOPLE WHO HARASS, INTIMIDATE, THREATEN OR BULLY OTHERS?

- 1. People who act in this way will be made to stop by the adults in this school.
- 2. People who act in this way will be appropriately disciplined as outlined in our school and district discipline policies

Great Falls Public Schools prohibits hazing, harassment, intimidation, menacing, or bullying by students, staff, or third parties. Great Falls Public Schools prohibits sexual harassment in the form of unwelcome advances, requests for sexual favors, and other verbal, non-verbal, or physical conduct of a sexual or sex-based nature.

These standards apply:

1. While the pupil is in school or on school property (including parking lots, playgrounds and lawn areas)
2. On the way to and from school
3. Off school grounds at a school-sponsored activity or event or any activity or event which bears a reasonable relationship to school.
4. Anywhere, if the conduct may reasonably be considered to be a threat or an attempted intimidation of a student, staff member and/or guest or an interference with school purposes of an educational function or damage to or destruction of school district property.

To report acts of harassment, intimidation, threats or bullying, contact your school's Nondiscrimination Coordinator. For more information, please contact GFPS Non-Discrimination Coordinators: Lance Boyd, Executive Director of Student Achievement 268-6008 and/or Luke Diekhans, Director of Human Resources 268-6011.

RETALIATION

- Reference; GFPS Board Policy: 3226, 4226, 5226

“Retaliation” means an intentional act or communication intended:

1. as revenge against a person who has reported or participated in an investigation of bullying, harassment, hazing or intimidation; or
2. to improperly influence the reporting, investigation, or discipline that results from an incidence of bullying, harassment, hazing or intimidation.

Retaliation is prohibited against any person who reports or is thought to have reported a violation, files a complaint, or otherwise participates in an investigation or inquiry. Such retaliation shall be considered a serious violation of Board Policy 3226, whether or not a complaint is substantiated. False charges shall also be regarded as a serious offense and will result in disciplinary action or other appropriate sanctions.

RETENTION/PROMOTION

- Reference; GFPS Board Policy: 2421, 2421R, 2421F

Great Falls Public Schools provides rich educational opportunities that allow students to progress through a curriculum based on state and national standards. The District acknowledges that educational success may require multiple supports and interventions to reach individual students at all levels. Curriculum, time, and instruction may be modified to meet the needs of individual students.

It is the belief of the District that students thrive best when placed at a grade level most appropriate to the individual student. The Superintendent or designee will develop procedures for the grade placement of students. Students, parents, staff, and the community must share the responsibility for growth in student achievement and the implementation of intervention plans for students.

Retention will be considered in instances where there is a strong likelihood that the student will benefit academically, socially, and/or emotionally. Emphasis will be placed on the implementation of an intervention plan to prevent retention.

If a parent insists that a student be retained or promoted, a notice will be placed in the student's file that the retention or promotion was a parent's decision and not recommended by the school.

Retention or promotion at any grade level is an important educational decision. The retention or promotion decision should be approved only if, in the judgment of the educational team (which includes the student's parents/guardians, appropriate teachers, counselors, administrators and other appropriate support staff at the principal's discretion), it will result in measurable improvement in the student's range of abilities, both academic and social. District retention or promotion guidelines mandate the education team develop a plan of action that shall be a two-part process; (1) documentation and consideration of the student's past and present academic and social history; (2) Customized Learning Plan (CLP) which clearly defines the purpose and goals for an individual's retention.

SAFETY

- Reference; GFPS Board Policy: 3431, 3410, 3416, 3417, 8301, 8302, 8302R

District Crisis Response Manual Individual Building Safety Plans,

Accident Prevention

Student safety on campus and at school-related events is a high priority of the District. Although the District has implemented safety procedures, the cooperation of students is essential to ensure school safety. A student is expected to:

1. Avoid conduct that is likely to put the student or other students at risk.
2. Follow the behavioral standards in this handbook, as well as any additional rules for behavior and safety set by the principal, teachers, or bus drivers.
3. Remain alert to and promptly report safety hazards, such as intruders on campus.
4. Know emergency evacuation routes and signals
5. Follow immediately the instructions of teachers, bus drivers, and other District employees who are overseeing the welfare of students.

Emergency Treatment

The Board recognizes that schools are responsible for providing first aid or emergency treatment in case of sudden illness or injury to a student, but that further medical attention is the responsibility of the parent/guardian. Each parent/guardian must provide an emergency telephone number where the parent/guardian or designee of the parent can be reached.

When a student is injured or becomes seriously ill, staff shall provide immediate care and attention until relieved by a superior, a nurse, a doctor or emergency personnel. The District will employ its normal procedures to address medical emergencies without regard to the existence of a do not resuscitate (DNR) request. The principal or designated staff member should contact the parent/guardian as soon as possible so that the parent/guardian can arrange for care or treatment of the injured student.

If a child develops symptoms of illness while at school, the responsible school officials shall do the following:

1. Isolate the child immediately from other children in a room or area segregated for that purpose.
2. Inform the parent/guardian as soon as possible about the illness and request they pick up the child.

3. Report each case of suspected communicable disease the same day by telephone to the local health authority, or as soon as possible thereafter if no contact can be made the same day.

For both emergency and illness situations, in the event that the parent/guardian cannot be reached and in the judgment of the principal or person in charge immediate medical attention is required, the injured student may be taken directly to the hospital and treated by the physician on call. When the parent/guardian is located, they may elect to continue the treatment or make other arrangements.

Drills: Lockdowns, Fire, Tornado, and Other Emergencies **- Reference; GFPS Board Policy: 3230, 4410, 8301**

Students, teachers, and other District employees will participate in drills of emergency procedures. The school district works closely with the Great Falls Police Department and local emergency services to annually review and revise our protocols and procedures to ensure student and staff safety.

During a drill or in an emergency situation, access to the school buildings may be limited or restricted due to the circumstances at hand. When a drill or emergency notification is given, students should follow the direction of teachers or others in charge quickly, quietly, and in an orderly manner. Student cell phone use may be restricted during a drill or emergency situation. Parents will be notified by school officials with details of the emergency situation through a variety of means or when appropriate, in a follow up correspondence sent home with students.

Emergency Notifications

To achieve the maximum safety for all children and the efficiency of operations, there may be circumstances when the Superintendent, or designee may order the:

1. Cancellation of some or all bus routes
2. Delay of some or all bus routes
3. Closure of school(s)
4. Delay of school start
5. Early dismissal of school

The closure of school is a serious decision and one that is rarely made. The District will take a variety of factors into consideration. Refer to the **GFPS REFRIGERATOR NOTE** at the front of this section of the student handbook or see the GFPS website for more information on the factors considered and other information: www.gfps.k12.mt.us

Bad weather and/or unforeseen emergencies can happen at any time and disruptions to school schedules require the District to distribute information to a lot of people in a very short amount of time. Parents should **seek out** information. It is also essential that parents keep the school updated on any changes in contact information. If it is deemed appropriate to put into effect any of the above-mentioned actions, notifications may be found here:

1. Mass text and/or voicemail notification from the GFPS automated communications
2. GFPS Instagram: <https://www.instagram.com/greatfallspublicschools>
3. GFPS Facebook: <https://www.facebook.com/GreatFallsPublicSchools>
4. GFPS Website: www.gfps.k12.mt.us

5. Media Twitter and websites: @KRTV, www.krtv.com, @KFBB, www.kfbb.com, @GFTribune, www.greatfallstribune.com, @TheElectricGF, www.theelectricgf.com
 - a. Be aware GFPS has no control over when the media begins posting or announcing information.
6. GFPD News Releases Website page: <https://www.greatfallsmt.net/police/news-releases>
7. GFPD Facebook: <https://www.facebook.com/GFPolice/>
8. Radio Stations: FM: 89.9, 92.9, 94.5, 97.9, 98.9, 101.7, 102.7, 104.9, and 106.1 AM: 560 and 1450
 - a. Be aware that GFPS has no control over radio station announcements.
9. Call 406-268-6444 for a recorded phone message (you may reach a busy signal depending on caller volume)

Please note: **If the decision is to operate as usual, there will NOT be postings or announcements.**

In the case of emergencies and for parental protection, parents should heed directions provided in notifications. For safety reasons, parents should not go to the schools unless the directions indicate to do so.

SCHOOL CLOSURES

- Reference; GFPS Board Policy: 2221, 3122, 3122R, 8100, 8110, 8110R

Temporary/Emergency School Closure / Weather Related Closure

All students, parents and school employees should assume that school will be in session and buses running as scheduled, unless there is official notification from the Superintendent or designee to the contrary. If a severe weather event occurs, information regarding schools and busing can be found on the district webpage at: www.gfps.k12.mt.us.

The School Board recognizes the unpredictable dangers associated with the weather in Montana and other unforeseen emergencies. To achieve the maximum safety for all children and efficiency of operation, the Superintendent may order the cancellation of some or all bus routes, the closure of school, the delay of school start and/or early dismissal of school in the event of extreme weather or other emergency, in compliance with established procedures for notifying parents, students and staff. In case of bad weather or other unforeseen emergency when the schools remain in session, parents have the right and responsibility to make attendance decisions for their children based on their individual circumstances with proper notification to the school of the student's absence.

SCHOOL RESOURCE OFFICERS

- Reference; GFPS Board Policy: ~~1903, 1906, 1906P~~, 3225, ~~3225P~~, 3226, 3230, 3231, 3235, 3310, 3340, 3345, 3600, 3611, 4313, 4315, 4332, 4410, 4411

In order to make schools more orderly, safe and secure, the District may employ confirmed police officers or contract with the agencies to deliver security services as School Resource Officers (SROs). School Resource Officers will be recognized as school officials and will become the District's Law Enforcement Unit.

The utilization of school resource officers in district schools is to accomplish the following goals:

1. Maintain a safe and secure environment on and around school grounds;

2. Reduce incidents of school violence and crime;
3. Reduce criminal offenses committed by juveniles and young adults;
4. Establish a rapport between the SRO and the student population; and
5. Establish a rapport between the SRO and parents/guardians, faculty, staff and administrators.

SEARCHES

In the interest of promoting student safety and attempting to ensure that schools are safe, free of firearms and other weapons, and drug free, District officials may from time to time conduct reasonable searches of school property and equipment, as well as of students and their personal effects. If a search produces evidence that the student has violated or is violating either the law, or the District's policies or rules, such evidence may be seized and impounded by school authorities.

School Property and Equipment

School property and equipment includes all District owned buildings and grounds, including parking lots and all property leased by the District. Students' desks and lockers are school property and remain under the control and jurisdiction of the school even when assigned to an individual student. Students are fully responsible for the security and contents of the assigned desks and lockers. Students must be certain that the locker is locked, and that the combination is not available to others. Searches of desks or lockers may be conducted on a random basis throughout the school or individually at any time there is a reasonable cause to believe that they contain articles or materials prohibited by District policy, whether or not a student is present. The parent/guardian will be notified if any prohibited items are found in the student's desk or locker. The parent will also be notified if law enforcement is involved.

Students' Personal Effects

School authorities may search the student and/or student's personal effects (including cell phone and other electronic devices) in the student's possession when there is reasonable suspicion that the search will produce evidence the particular student has violated or is violating the law or the District's student conduct rules.

Vehicles on Campus

Any vehicle parked on school property is under the jurisdiction of the school. School officials may search any vehicle any time there is reasonable cause to do so, with or without the presence of the student. A student has full responsibility for the security of his or her vehicle and must make certain that it is locked and that the keys are not given to others.

Video Surveillance

The viewing and use of security and surveillance video cameras by SROs for safety and legal purposes, are allowed. If the video security and surveillance information is accessed by a school official or is provided by a school official to the SRO, the information is an educational record and subject to FERPA. The SRO may not disclose education records or surveillance materials that contain personally identifiable information absent a court order which complies with FERPA. A law enforcement record as defined above that meets the law enforcement record exception in FERPA may be disclosed to law enforcement or a criminal prosecuting agency in accordance with this policy and U.S. Code 1232g(a)(4)(B)(ii) and 34 CFR 99.8(b) and subject to 44-5-303, MCA. The District will seek consent before recording students individually in the

classroom. A consent form seeking permission to record during extracurricular activities for coaching or instruction is available to sign at the student's respective school.

Emergency Disclosure

The District may disclose footage in connection with an emergency to appropriate persons if the superintendent or their designee determines that the recipient's knowledge of such information is necessary to protect the health or safety of the student or other persons without parental permission or court order in accordance with 20 U.S.C. 1232g(b)(1)(I).

Use of Detection Dogs/Law Enforcement Officials

The District may request the assistance of law enforcement officials to conduct inspections and searches of lockers, desks, parking lots, and other school property and equipment for illegal drugs, weapons, or other illegal or dangerous substances or material. There may be searches conducted through the use of specially trained dogs.

Our District has a contract with **K316 Detection LLC** to conduct periodic inspection of middle school and high school campuses. These inspections will be carried out by a nationally certified canine and handler. These units are specially trained to find contraband items that include illegal drugs, gunpowder related items, alcoholic beverages, and over-the-counter and prescription medications.

Passive Alcohol Sensor (PAS)

School authorities may use a Passive Alcohol Sensor device when they have reasonable suspicion that a student has used alcohol based upon such factors as alcohol on breath, impairment of speech and motor control, admission by the student or reports of the student's consumption of alcohol by reliable sources.

SEXUAL HARASSMENT/SEXUAL INTIMIDATION

- Reference; GFPS Board Policy: 3225, 3225F, 3225P, 3226, 5012, 5012F, 5012P

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

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

Sexual harassment, sexual intimidation, and sexual misconduct prohibited by this policy includes verbal, electronic, or physical contact or conduct. The terms "intimidating", "hostile," "misconduct" and "offensive" include conduct of humiliation, embarrassment, or discomfort. Examples of sexual harassment,

sexual intimidation, and sexual misconduct include but are not limited to unwelcome or forceful physical touching, crude jokes or pictures, discussions of sexual experiences, pressure or requests for sexual activity or favors, intimidation by words, actions or name calling, or teasing related to sexual characteristics, and spreading rumors related to a person's alleged sexual activities. The District will evaluate sexual harassment, sexual intimidation, and sexual misconduct in light of all circumstances.

Students who believe that they may have been sexually harassed or intimidated should consult a counselor, teacher, coach, Lance Boyd the Title IX Coordinator (406-268-6777), or administrator, who will assist them in the complaint process. This may include the completion of a Harassment Reporting Form (3225F) for Students that details the complaint. Supervisors or teachers who knowingly condone or fail to report or assist a student to take action to remediate such behavior of sexual harassment or intimidation may themselves be subject to discipline.

Any District employee who is determined, after an investigation, to have engaged in sexual harassment will be subject to disciplinary action up to and including discharge. Any student of the District who is determined, after an investigation, to have engaged in sexual harassment will be subject to disciplinary action, including, but not limited to, suspension and expulsion consistent with the District's discipline policy. Any person who knowingly makes a false accusation regarding sexual harassment will likewise be subject to disciplinary action up to and including discharge with regard to employees, or suspension and expulsion with regard to students.

To the greatest extent possible, complaints will be in a confidential manner. Limited disclosure may be necessary in order to complete a thorough investigation. Retaliation against persons who file a complaint is a violation of law prohibiting discrimination, and will lead to disciplinary action against the offender.

Any individual seeking further information should contact the **Title IX Nondiscrimination Coordinator, Lance Boyd, phone 406-268-6008**. An individual with a complaint alleging a violation of this policy shall follow the Uniform Complaint Procedure as outlined in Board Policy 3215.

STUDENT RECORDS

- **Reference; GFPS Board Policy: 3600, 3600P, 3600R, 3600F, 3606, 3608, 3650**

School student records are confidential, and information from them shall not be released other than as provided by law. A cumulative record is maintained for each student from the time the student enters the District until the time the student withdraws or graduates. A copy of this record moves with the student from school to school.

State and Federal law grant students and parent(s)/guardian(s) certain rights, including the right to inspect, copy, and challenge their or their child's school records. Such requests shall be made in writing and directed to the records custodian. Access to the records shall be granted within fifteen (15) days of the District's receipt of such a request.

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

1. Academic progress reports or records;

2. Health reports;
3. Notices of parent-teacher conferences;
4. School calendars distributed to the parents/guardians; and
5. Notices about open houses and other major school events including pupil-parent interaction.

The principal is custodian of all records for currently enrolled students at the assigned school. Records may be reviewed during regular school hours, upon completion of a written request. The records' custodian or designee will respond to reasonable requests for explanation and interpretation of the records. If circumstances prevent a parent or eligible student from inspecting the records, the District will either provide a copy of the requested records or make other arrangements to review the records.

The only persons who have general access to a student's records are parents/guardians of a minor or of a student who is a dependent for tax purposes, the student (if 18 or older), and school officials with legitimate educational interests. School officials with legitimate educational interests include any employees, agents or Trustees of the District; cooperatives of which the District is a member; or facilities with which the District contracts for the placement of students with disabilities, as well as their attorneys and consultants, who are:

1. Working with the student.
2. Considering disciplinary or academic actions.
3. Considering the student's case.
4. Considering an individual education program (IEP) for a student with disabilities under the Individuals with Disabilities Education Act (IDEA), or an individually designed program for a student with disabilities under Section 504.
5. Compiling statistical data, or
6. Investigating or evaluating programs.

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

Student records may be released pursuant to a court order, state or federal statute, or upon receipt of request from a state educational agency with a current, demonstrable educational need. Parental consent is required to release the records to anyone else. A student that attains the age of legal majority (18) is an "eligible student" under FERPA. An eligible student has the right to access and inspect their student records. An eligible student may not prevent their parents from accessing and inspecting their student records if they are a dependent of their parents in accordance with Internal Revenue Service regulations.

Students over 18 and parents of minor students may inspect the student's records and request a correction if the records are inaccurate, misleading, or otherwise in violation of the student's privacy or other rights. If the District refuses the request to amend the records, the person making the request has the right to ask for a hearing. If the records are not amended as a result of the hearing, the person making the request has 30 school days to exercise the right to place a statement commenting on the information in the student's record. Although improperly recorded grades may be challenged, parents and the student are not allowed to contest a student's grade in a course through this process. Parents or the student have the right to file a complaint with the U.S. Department of Education if they believe the District is not in compliance with the law regarding

student records.

Copies of student records are available to parents and eligible students. Parents may be denied copies of a student's records: (1) after the student reaches age 18 and is no longer a dependent for tax purposes; (2) when the student is attending an institution of post-secondary education; (3) if the parent fails to follow proper procedures or pay the copying charge; or (4) when the District is given a copy of a court order terminating the parental rights. If the student qualifies for free or reduced-price meals and the parents are unable to view the records during regular school hours, upon written request of the parent, one copy of the record will be provided at no charge.

Certain information about District students is considered directory information and will be released to anyone who follows procedures for requesting it, unless the parent objects to the release of any or all directory information about the child. The opportunity to exercise such an objection was provided on the form signed by the parent to acknowledge receipt of this handbook. Should circumstances change; the parent can contact the principal to indicate his or her desire to change the original request. Directory information includes a student's name, address, telephone number, date and place of birth, participation in officially recognized activities and sports, weight and height of members of athletic teams, photographs (which includes media coverage), dates of attendance, awards received in school, and most recent previous school attended.

Special Education Records

Parents of a student with disabilities who has been provided special education services by the District will be notified when any information that specifically identifies the student is no longer needed. If the time established by law for retention has expired, the records will be destroyed. However, if the retention period has not expired, the material will be deleted from the records, but the records will be maintained until the time has expired.

Student Record Challenges

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

SUMMER SCHOOL

- Reference; GFPS Board Policy: 2240

The Board of Trustees authorizes a summer program of instructional offerings for the purpose of remediation of credit, maintenance of skills, and credit accrual. All classes offered for credit must meet minimum state requirements for accreditation and may be delivered at the school, virtually, or at another offsite location. Remediation credit courses shall be offered for grades 9-12, in accordance with the District advancement requirements. Credit course offerings must be approved by the Superintendent or designee.

Credit-bearing courses have been aligned with the district curriculum benchmarks and focus on the academic core curriculum required for graduation. The 9-12 summer school option is open to students needing to make up course work that they have failed previously. 9-12 summer school may not be taken to

replace coursework not previously taken in an attempt to graduate early, unless the student has obtained prior approval through the building Academic Variance Committee. Some courses may be available for credit enhancement.

The Great Falls Public Schools Virtual Academy is available to students, entering grades 9-12, and is designed to allow students to accrue credit, through a digital platform, during the summer. Registration for the GFPS Virtual Academy occurs every spring. Families must pay a fee for Virtual Academy courses. For more information, contact the GFPS High School Coordinator of Curriculum at (406) 268-6761.

TEXTBOOKS

- Reference; GFPS Board Policy: 2311, 3520

Board-approved curriculum textbooks are provided free of charge for each subject or class. Books must be treated with care. Students will not be charged for normal wear of materials that are lent to them; however, they will be charged replacement cost for excessive wear or loss.

TRANSPORTATION

- Reference; GFPS Board Policy: 8100, 8101, 8110, 8110R

The District may provide transportation to and from school for a student who:

1. Is a student with a disability, whose IEP identifies transportation as a related service; or
2. Has another compelling and legally sufficient reason to receive transportation services.
3. Follows the “in-town busing” guidelines below.

In Town Busing

1. Students on all established bus routes will be provided bus transportation to their assigned school from their legal residence as follows:
 - a. **Elementary, Grades K through 6** - One (1) or more miles from an Elementary School.
 - b. **Middle School Grades 7 and 8** - One and one-half (1 ½) miles
 - c. **High School** - Two (2) miles
2. Regularly scheduled bus transportation may be provided for a lesser distance than indicated above when it is deemed by the Superintendent’s designee that hazardous walking conditions or other circumstances exist that are a threat to the safety of the pupils.
3. Regularly scheduled bus transportation may also be provided for a lesser distance than indicated above when there are unassigned seats. Bus stops and routes will not be changed to accommodate these students.
4. This service is provided at no cost to students. Further information may be obtained by calling the **Transportation Department (phone 406-268-6015).**

Bus Stops

Students are required to use their assigned bus stop. Buses should stop only at designated places approved by school authorities. Exceptions should be made only in cases of emergency and inclement weather conditions.

Safety

The Superintendent’s designee shall develop written rules establishing the procedures for bus safety, emergency exit drills and for student conduct while riding on buses.

For more information on school bus rules please go to: www.bigskybuslines.com or the GFPS Transportation office at: www.gfps.k12.mt.us

Responsibilities: Parents

The interest and assistance of each parent is a valued asset to the transportation program. Parents' efforts towards making each bus trip a safe and pleasant experience are requested and appreciated. The following suggestions are only three of the many ways parents can assist:

1. Ensure that students are at the bus stop in sufficient time to efficiently meet the bus.
2. Properly prepare children for weather conditions.
3. Encourage school bus safety at home. Caution children regarding safe behavior and conduct while riding on the school bus.

Responsibilities: Students

Students must realize that safety is affected by individual and group conduct. Each student is responsible for following all rules and regulations regarding safety and general conduct on buses as established by the district in Policy 8110R. Since the privileges of transportation are discretionary with the Board of Trustees, students violating bus rules may be suspended from the use of bus privileges by school authorities. Parents will be notified of all misconduct.

VIDEO/AUDIO SURVEILLANCE/MONITORING

- **Reference; GFPS Board Policy: 3235, 3235F**

In accordance with applicable Montana laws, the operations of Great Falls Public Schools are open to the public, and records related to district operations are subject to public disclosure. There are limited exceptions to this requirement for transparent operations. One of those exceptions is the protection of student privacy as required by federal law. This policy is intended to honor the public's right to know while preserving student privacy rights when the two rights intersect by providing procedures on handling matters related to video surveillance. Video surveillance is only one of several investigatory techniques utilized by Great Falls Public Schools. Its presence or absence does not in and of itself constitute a complete investigation.

Purposes of Video Surveillance

The Board authorizes the use of video surveillance systems on District property or areas subject to District policy and supervision to:

1. Ensure the health, welfare, and safety of all staff, students, and visitors to District property,
2. Enhance educational opportunities for students,
3. Safeguard District facilities and equipment,
4. Deter and prevent unacceptable or unlawful activities, and
5. Document violations of Board policies, administrative regulations, District or building rules or law, and provide a historical record to assist in investigations as authorized or permitted by law.

Confidentiality

The District will treat educational records with appropriate confidentiality in accordance with applicable District policies and handbooks, FERPA and other applicable federal and Montana laws. Accordingly, the district will release or allow viewing of video only in certain defined situations, consistent with federal and

state law. Applicable exceptions to disclosure restrictions for emergencies, law enforcement, or program audits are permitted under this policy as authorized by law.

Notification

Students, parents and employees must be notified annually that students, employees and visitors are subject to video recording in common areas at any time. Additionally, notices must be conspicuously posted on school property at all regular entrances and other access points to school grounds. These notices should advise individuals that they are subject to video recording. Students and parents will be notified of the law enforcement records exception to student confidentiality as part of the annual FERPA notification in the student handbook and in accordance with District Policy 3600.

Audio or Video Recording/Listening/Monitoring

Parents and students are expressly prohibited from using covert means to listen-in or make a recording (audio or video) of any meeting or activity at school. This includes placing recording devices, or other devices with one- or two-way audio communication technology (i.e., technology that allows a person off-site to listen to live conversations and sounds taking place in the location where the device is located), within a student's book bag/backpack, on a student's person or otherwise in an area capable of listening in or recording without express written consent of the Superintendent. Any requests to place a recording device or other device with one- or two-way audio communication technology within a student's bookbag/backpack or on a student's person shall be submitted, in writing, to the Superintendent along with an explanation of why such recording is necessary. The Superintendent or a designee shall notify the parent(s), in writing, whether such request is denied or granted within five (5) school days. Where consent has been given by the Superintendent, the Principal must be given access by the parent to be a school guardian on the device. This will ensure any "Listen-In" feature is disabled during school hours due to privacy concerns.

VISITORS

- Reference; GFPS Board Policy: 4301, 4302, 4313, 4332, 4315, 4316

As District facilities are public property, parents and other citizens will be welcomed. In order to protect the safety of students and staff, all visitors shall report to the Principal's Office upon entering any District building and comply with any other applicable school safety and security policy, procedure or protocol. School Visitors shall not interfere with school operations or delivery of education services to students.

Accommodating Individuals with Disabilities

Community members with disabilities shall be provided an opportunity to participate in all school-sponsored services, programs, or activities on a basis equal to those without disabilities and will not be subject to illegal discrimination. The District may provide auxiliary aids and services where necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity. The Superintendent shall designate the Americans With Disabilities Act, Title II Nondiscrimination Coordinator who is directed to:

1. Oversee the District's compliance efforts, recommend necessary modifications to the Board, and maintain the District's final Title II self-evaluation document and keep it available for public inspection for at least three (3) years after its completion date.
2. Institute plans to make information regarding Title II's protection available to any interested party.

Individuals with disabilities should notify the District Nondiscrimination Coordinator or building principal if they have a disability which will require special assistance or services and, if so, what services are required. This notification should occur as far as possible before the school-sponsored function, program, or meeting. Individuals with disabilities may allege a violation of this policy or federal law by reporting it to the District Title II Nondiscrimination Coordinator, or by filing a grievance under the Uniform Grievance Procedure.

WELLNESS

- Reference; GFPS Board Policy: 2510, 8200

Nutrition Guidelines

In 2009, the School Board adopted **District Guidelines** for competitive foods given or sold in school.

For more information on the approved food list that meet the guideline requirements go to: [School Nutrition Program - Great Falls Public Schools](#) or Great Falls Public School Student Wellness: 406-268-6047.

Classroom Celebrations

1. Parents in grades K-6 are welcome to bring snacks for their child's birthday.
2. Classroom celebrations should be planned with good nutrition in mind. Empty calories should be avoided.
3. Beverage guidelines should be followed.
4. Classroom celebrations should be reserved for special occasions with approval from the building Principal.
5. Classroom activities designed to enhance the students' understanding of diverse cultures should be planned with good nutrition in mind and with the approval of the building principal.

 Great Falls Public Schools Great Falls, MT	Turoski	Thompson	Sunchild	Skornogowski	Johnson	Duff	Bronson
Motion							
Second							
Ayes							
Nays							
Abstain							

GREAT FALLS PUBLIC SCHOOLS

MEETING DATE: July 21, 2025

CATEGORY: Action

AGENDA ITEM NUMBER: VII. C.

CABINET MEMBER: Jackie Mainwaring

TOPIC

Pupil Instruction Related (PIR) Professional Development for 2025-2026

STRATEGIC PLAN

Stewardship and Accountability and Student Achievement

BACKGROUND

"Each school year, school district trustees shall adopt a professional development plan for the subsequent school year based on the recommendation of the advisory committee." [Legal Reference: ARM 10-55-714 \(3.b\)](#)

Each Year, teachers are required to complete eighteen (18) hours of Pupil Instruction Related (PIR) Professional Development (PD). These eighteen (18) hours are paid days in October and January. Teachers may complete their hours on the designated days. However, many teachers earn these PIR hours outside of their regularly scheduled workday in the summer or in the evenings. Teachers can choose areas that meet their needs for the required eighteen (18) hours. These PIR credits contribute to license renewal for all teachers.

Discussion

The PIR Steering Committee met frequently during the 2024-25 school year. Adjustments were made to ensure that PIR proposals/courses included elements of adult learning theory, collaboration, reflection and direct application to both the Great Falls Public Schools Strategic Plan and Profile of a Learner. A common survey has been added to the courses taken during the 2025-26 school year to help assist the PIR Steering Committee in their decision-making.

FISCAL IMPLICATIONS

This year approximately seventy-seven (77) instructors will provide over ninety (90) options for teachers to choose from to complete their eighteen (18) hours of PIR. The cost per teacher will be approximately \$35 for all eighteen (18) hours of PIR. The cost decreased from an average of \$45 in the 2024-25 school year. This decrease is due in part to an increase in PIRs taught by GFPS Administrators.

Although the PIR budget is partially supported through Student Services and Indigenous Education, the majority of funding is provided by the Curriculum Department. The breakdown is as follows:

Student Services \$2,862
Indian Education \$2,268
Curriculum \$20, 007

RECOMMENDATION

The District Board is requested to accept the recommended Professional Development Plan for the 2025-2026 school year.

For more information about this item, please contact Superintendent Heather Hoyer at (406) 268-6001, or Executive Directors Jackie Mainwaring at (406) 268-6006 or Lance Boyd at (406) 268-6008.

[Return to Agenda](#)

 Great Falls Public Schools Great Falls, MT	Turoski	Thompson	Sunchild	Skornogowski	Johnson	Duff	Bronson
Motion							
Second							
Ayes							
Nays							
Abstain							

GREAT FALLS PUBLIC SCHOOLS

MEETING DATE: July 21, 2025

CATEGORY: Action

AGENDA ITEM NUMBER: VII. D.

CABINET MEMBER: Brian Patrick

TOPIC

Request to Access Protested Taxes

STRATEGIC PLAN

Stewardship and Accountability

BACKGROUND

Montana Refining Co. Inc., also known as Calumet, protested a portion of their assessed 2024-25 taxes. The tax bills for this year were delayed to accommodate an adjustment between the Montana State Revenue and Calumet for the 2022 & 2023 tax years. The protest outlined in this Board agenda item occurred after the tax bills had been sent out.

DISCUSSION

The law, [MCA 15-1-402](#), *Payment of property taxes or fees under protest*, allows our District to access all or a portion of the amount protested. The protest affects the cash reserves of each budgeted fund and impacts the Debt Service Fund that is used to make the required Bond payments. The money was budgeted, and without the request, will not be received in total. By accessing the funds, transfers will not have to be made from other funds to make the full Bond payments and the existing cash reserves will remain intact. The end of year reports from the county clearly identifies the amount protested for each fund.

FISCAL IMPLICATIONS

When the protested settlement occurs, the difference will need to be repaid. This amount will be permissively levied by the County in the following budget cycle.

RECOMMENDATION

The District Board is requested to approve the request to access the full amount of the Calumet protested tax. This will allow the District to pay the bond payment in full from the Debt Service Fund and maintain District cash reserves in each of the budgeted funds at their current levels.

For more information about this item, please contact Superintendent Heather Hoyer at (406) 268-6001 or Director of Business Operations Brian Patrick at (406) 268-6050.

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Great Falls Public Schools

District Offices • 1100 4th Street South • P.O. Box 2429 • Great Falls, Montana 59403
406.268.6052 • www.gfps.k12.mt.us

July 22, 2025

To: Cascade County Commissioners
Cascade County Treasurer
Cascade County Superintendent of Schools

From: Great Falls School District 1 & A

The Great Falls School District 1 & A Board of Trustees met on July 21, 2025, and acted to request access to 100% of the protested tax funds from the Montana Refining Co. (Calumet) as per the budgeted funds listed below. The basis for our request is outlined in MCA 15-1-402.

	Protested Amt		
	Elementary District	High School District	K-12 Funds
General Fund	\$ 498,122	\$ 235,277	\$ 733,398
Transportation	\$ 62,384	\$ 48,481	\$ 110,865
Bus Depreciation	\$ 416	\$ 238	\$ 654
Tuition	\$ 77,119	\$ 19,250	\$ 96,368
Adult Ed	\$ 12,536	\$ 9,684	\$ 22,221
Technology	\$ 4,931	\$ 2,436	\$ 7,367
Debt Service	\$ 107,182	\$ 130,947	\$ 238,129
Building Reserve	\$ 14,378	\$ 6,892	\$ 21,270
Total	\$ 777,067	\$ 453,205	\$ 1,230,272

The Board is requesting the full amount of the Montana Refining Company (Calumet) protested taxes from the following funds be released into the District's accounts. The estimated amounts for each budgeted fund are listed below.

Sincerely,

Gordon Johnson
Board Chairman

Heather Hoyer
Superintendent

Brian Patrick
Director of Business Operations / Clerk

Vision Statement: All kids are engaged in learning today. . . . for life tomorrow.
Mission Statement: We successfully educate students to navigate their future.

 Great Falls Public Schools Great Falls, MT	Turoski	Thompson	Sunchild	Skomogowski	Johnson	Duff	Bronson
Motion							
Second							
Ayes							
Nays							
Abstain							

GREAT FALLS PUBLIC SCHOOLS

MEETING DATE: July 21, 2025

CATEGORY: Action

AGENDA ITEM NUMBER: VII. E.

CABINET MEMBER: Luke Diekhans

TOPIC

Action to ratify the Collective Bargaining Agreement (CBA) between Great Falls Public Schools (GFPS) and the Great Falls Education Association (GFEA).

STRATEGIC PLAN

Stewardship and Accountability

BACKGROUND

The CBA for this union group of teachers expired on June 30, 2025. Negotiations have been taking place since January utilizing traditional bargaining. The District and the Union have come to a tentative agreement pending Board approval. The GFEA membership voted on the proposed changes outlined below. The attachment details CBA language changes, salary changes and recommendations.

Discussion

It is felt that the changes and additions proposed support the District's efforts to provide high quality working conditions for its employees and meet the qualifications of the Student and Teacher Advancement for Results and Success (STARS) Act. In addition, the District and GFEA worked together to try and mitigate the effects of the increase of average teacher pay.

FISCAL IMPLICATIONS

The salaries for teachers are paid out of several funds to include General Fund, special education and other federal monies. The current teacher salary budget for 2025-26 is \$48,831,160. For the 2025-2026 school year, the 4% increase on the base salary will result in an estimated increase of \$2,191,722 plus \$74,000 for the longevity stipend. The 3% increase on the base pay for the 2026-27 school year is estimated to cost \$1,586,293 plus \$74,000 for the longevity stipend.

2025-2026 School Year- 4% on base with steps and lanes

Starting Salary (STARS \$ 46,500)

Top Salary (MA+30, 18+ years) = \$85,890

Longevity Stipend 19+ years = \$500

2026-2027 School Year- 3% increase on base with steps and lanes

Starting Salary (STARS) = Based on a 70% of STARS Act

Top Salary (MA+30, 18+ years) = 88,466

\$500 Longevity Stipend for those at year 19+

- Salary Placement
 - For the purposes of placing teachers new to the system on the salary schedule, credit shall be granted on a 1:1 basis for all previous contracted teaching or administrative experience in fully accredited schools up to a maximum of ten (10) years.
- Case Management for Special Education (SPED) Teachers
 - GFPS will endeavor to ensure students in Special Education have the attention and services that they need by ensuring staff has a workable case management number. If the total aggregate enrollment (article 1 - Definitions) exceeds the recommended case management numbers below, the teacher will be compensated \$100 per student by semester.
 - The increase to the case management numbers must last longer than a total of 20 working days per semester. This increase to case management numbers may be due to the redistribution of students as the result of an unfilled position, unfilled long-term substitute, paperwork due to unlicensed teacher, or other instance requiring instruction or Individual Education Plan (IEP) paperwork re-assignment. Below are the recommended case management numbers per grade level and program:
 - Pre-K Special Education: 24 (12 am students and 12 pm students, for a daily total of 24)
 - Elementary Resource 1 - 26
 - Elementary Resource 2 – 12
 - Elementary Resource 3 (structured learning – 10), (life skills – 10)
 - Middle School Resource 1 – 26
 - Middle School Resource 2 – 12
 - Middle School Resource 3 – (structured learning – 10), (life skills – 10)
 - High School Resource 1 – 26
 - High School Resource 2 – 12
 - High School Resource 3 – (structured learning – 10), (life skills – 10)
 - Associate SPED Coordinators all levels – 10
- Elementary Specialist Class Coverage
 - Elementary specialists (Counselors, Librarians, General Music, Instrumental Music, Art, Health Enhancement, and Intervention), with scheduled student contact time, covering classroom teachers without a substitute will be compensated \$35 per half day.
- Mentorship
 - Mentors (no teachers will be required to be a mentor) will be trained (2 hours paid training to be completed in the month of September) and compensated 2 hours (at the non-teaching rate) per month to meet with their mentees September through May. Mentees will also be paid for the 2 hours of meetings. Compensated mentorship time will occur outside the duty day.
- District Incentive for Early Retirement Notification
 - The District offers a \$250 early notification incentive for any teachers who notify the District of their retirement by no later than 5:00 PM on the first day of school in January of the current

school year. This notification must be made in writing or email to the Human Resources (HR) Director and is for retirements for the end of the current school year only. The \$250 will be paid out as a part of the teacher's termination pay and is considered taxable income. (2025)

- Extra and Co-Curricular Stipend Changes
 - o Upon mutual agreement stipends may be split between co-sponsors at the discretion of the high schools.
 - o Art Director 0.02409 (CMR and GFHS)
 - o Assistant Art Director 0.01245 (CMR, GFHS & PGEC)
 - o Leadership High School Sponsor 0.051576 (.5 of this stipend at PGEC or 1.0 if greater than 8 students are involved there).
 - o Art teacher 0.00636 under Middle School
 - o Music/Instrumental teachers 0.01245 under Middle School
 - o Art teacher 0.00318 under Elementary
 - o Golf, Assistant Coach 0.045215 under High School

These estimates are based on current Full Time Equivalency (FTE) and do not include related payroll costs such as Federal Insurance Contributions Act (FICA), workers' compensation insurance, unemployment insurance and teacher's retirement.

It is not anticipated that the other language changes will result in any additional costs. All financial changes will be reflected in the 2025-2026 budget to be presented to the Board in August.

RECOMMENDATION

The District Board is requested to approve the two-year 2025—2027 CBA with the Great Falls Education Association as presented.

For more information about this item, please contact Superintendent Heather Hoyer at (406) 268-6001, or Human Resources Director Luke Diekhans at 406 268-6010.

[Return to Agenda](#)

COLLECTIVE BARGAINING AGREEMENT

Between

BOARD OF TRUSTEES
Great Falls School District No. 1 & A

and

GREAT FALLS EDUCATION
ASSOCIATION

**School Years
2025-2027**

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NEGOTIATED AGREEMENT
between
THE BOARD OF TRUSTEES OF SCHOOL DISTRICT No.1 and A
and
THE GREAT FALLS EDUCATION ASSOCIATION

ARTICLE 1 - DEFINITIONS

- A. **ASSOCIATION:** The Great Falls Education Association
- B. **BOARD:** The Board of Trustees of Great Falls Elementary School District No. 1 and Great Falls High School District A or their designated agents or representatives.
- C. **AGREEMENT:** The Negotiated Agreement entered into and formally ratified by the Association and the Board.
- D. **DISTRICT:** The term "District" shall refer to what is commonly known as the Great Falls Public Schools.
- E. **APPROPRIATE UNIT:** The Appropriate Unit shall consist of all employees of the Board who are licensed or whose positions require such licensure as provided in Section 20-4-106 and 20-4-111 MCA. (2023)
- The Appropriate Unit shall exclude: superintendents, executive directors, administrative assistants, directors, assistant directors, principals, associate principals, supervisors, consultants, coordinators, and those positions as listed in the separate Appendix A attached hereto. (2023)
- F. **TEACHER:** Unless otherwise specified, the term "teacher" as used hereinafter in this Agreement shall refer to an employee within the Appropriate Unit as defined in Section 1.E of this Article.
- G. **COLLECTIVE BARGAINING ACT:** The Collective Bargaining for Public Employees Act, Sections 39-31-101 through 39-31-409, MCA.
- H. **SUPERINTENDENT:** The term "Superintendent" shall refer to the chief administrative officer of the Board or to the Superintendent's designee.
- I. **AGGREGATE ENROLLMENT:** Average daily enrollment of student days = Sum (Day 1:Day 90)/90.
- J. **STANDARDS OF ACCREDITATION OF MONTANA SCHOOLS:**
- | | |
|-------------|-------------|
| Grades K-2 | 20 students |
| Grades 3-4 | 28 students |
| Grades 5-12 | 30 students |

ARTICLE 2 - RECOGNITION OF REPRESENTATIVE

- A. **RECOGNITION:** The Board recognizes the Association as the exclusive representative of the employees in the Appropriate Unit for the purposes set forth in the Collective Bargaining Act.

ARTICLE 3 - RIGHTS OF THE BOARD

- A. **MANAGEMENT RIGHTS:** It is understood and agreed that all functions, rights, powers, or authority of the administration of the District which are not limited by the express language of this Agreement are retained by the Board, provided, however, that no such right shall be exercised so as to violate any of the provisions of this Agreement. Neither this Agreement nor the act of meeting, conferring, and negotiating shall be construed to be a delegation to others of the policy-making authority of the Board, which authority the Board specifically reserves unto itself. The management of the

District and the direction of its employees are vested exclusively in the Board in all such areas but not limited to the following:

1. Direct employees covered by this Agreement;
2. Hire, retain, promote, transfer, suspend, discharge, and assign employees;
3. Relieve employees from duty because of lack of work or loss of revenue;
4. Establish, modify, delete, and enforce reasonable rules and regulations;
5. Determine the method, number, and kinds of personnel by which operations undertaken by employees are to be conducted, including the right to designate the work to be performed by the District or others and the places and the manner in which it is to be performed.

ARTICLE 4 - ASSOCIATION RIGHTS

A. **NON-JEOPARDY AND RIGHT TO ORGANIZE:** It shall be the right of teachers to join and support the Association for the purposes of negotiating with the Board of Trustees, or its duly selected representative, with respect to the subjects of negotiation and to confer or consult on any other matters for the purpose of establishing, maintaining, protecting, and improving educational standards and to establish procedures which will facilitate and encourage settlement of disputes, pursuant to the Collective Bargaining Act. The Board agrees that it shall not deprive any teacher of the rights conferred by this Agreement or the Collective Bargaining Act.

B. **INFORMATION:**

1. The Board recognizes the necessity for the Association to have in its possession information to maintain the Agreement and prepare for negotiations; therefore, upon written request to the Office of the Superintendent, one copy of the materials listed below will be furnished to the Association by the Board at no cost within ten days of the receipt of the request, provided such materials are available.
 - a. Final General Fund Budgets
 - b. Annual Report of District Clerk
 - c. Fall Report of Licensed Personnel
 - d. Agenda and Minutes of Board Meetings
 - e. Administrative Regulations
 - f. School Census Reports
 - g. Names, Addresses, Phone Numbers, and Salaries of Teachers
 - h. any other information required by law
2. The Association, upon written request to the Superintendent or designee, shall also be furnished information or access to information that is of a public nature and is available. For such information the Board may, at its option, charge the Association for the cost of preparing or providing copies of the information.

C. **ASSOCIATION ACCESS TO BUILDINGS:**

1. Upon notification to the building principal or supervisor, the duly authorized representatives of the Association and its respective affiliates may transact official Association business on school property at reasonable times, provided that there is no disruption of the educational process or of a teacher's assigned duties. It is the responsibility of the above-mentioned representatives to report their presence to the office of the building principal or supervisor before their conference with any teacher.
2. Upon request to and approval by the building principal or supervisor, Association meetings may be conducted on school property at reasonable times and hours, provided such meetings or building use do not interfere with the education process, which includes duty day, or normal school functions. Denial may be made if requests for meetings are considered excessive. Denial may be made for reasons of proper commitment of the facilities requested or previously scheduled faculty meetings. If the time requested is during a time when no custodial staff is on duty in the requested school or where such use will cause overtime for the custodial staff, the Association will have the option of changing the time or paying a charge for usage that is consistent with Board policy.
3. It is understood that the Board may grant the Association additional access from time to time to teachers during the teacher's duty day.

D. COMMUNICATION:

The Association shall have the right to use the District email, inter-school mail facilities, and school mailboxes, provided that this does not interfere with or interrupt normal school operations. The School District will not be responsible if GFEA, Local 7583, mail is inadvertently not delivered. School mail may not be used by the Association for the purpose of supporting/opposing or informing its members about any ballot issue or candidate for public office. All mail sent by the exclusive representative shall be clearly identified as being issued by the GFEA, Local 7583. The Association shall have exclusive use of some portion of a bulletin board, if existing, in a teacher use area. (2017)

E. PAYROLL DEDUCTIONS:

1. Dues Check Off: The District shall deduct from the salaries of teachers such monies annual unified membership dues of the National Education Association/American Federation of Teachers, MFPE, and GFEA Local 7583 Union as well as other Union contributions as individually authorized by the employee using the Union's continuing membership and dues deduction authorization form as submitted by the union or employee to the District. (2021)

Commencing in September and each month thereafter, the District shall deduct in equal installments the monies that are so authorized. New authorizations when received by the District during the school year will be deducted prorate in equal installments to the end of the school year. (2021)

Authorization: Any authorization for additional deductions for the Association must be signed by the individual teacher and delivered to the District, and shall become effective between the date the signed authorization is received by the District and two months thereafter. The basic Association fee deductions authorized by the individual contract shall remain in force for the term of the individual contract. Any additional deduction authorization shall be terminated between the date of receipt of a signed notice to terminate from the individual teacher, and two months thereafter. Requests for termination of Association fee deduction should be directed to the Association. (2021) (2023)

2. Transmittal: The District shall transmit all deducted monies, along with a list of names for whom deductions are made, to the party designated by the Treasurer of the Exclusive Representative on a monthly basis.

Hold Harmless Clause: The Association agrees to indemnify and hold harmless the District, the Board, each individual Board member and all administrators against any and all claims, suits, or other forms of liability, and all court costs arising out of the provisions of this Agreement between the parties for dues deductions. This provision is not intended to absolve the District of any errors that it may make prior to transmittal of funds to the Exclusive Representative. (2021)

3. All members of the Association shall be allowed to vote on all contract ratification and strike authorizations. (2019)
4. Payroll deductions may also be available for other purposes upon written application by the individual teacher and upon written authorization of the Board.
5. An individual teacher may initiate and/or change payroll deductions at no charge to the teacher if the changes and/or initiations are submitted together during September. Credit union changes and/or initiations are extended to October 7. After that date it is understood that the Board may charge a \$5 fee for initiating and/or changing a payroll deduction. Exception: No fee will be charged for United Way or Appropriate Unit or statutorily required deductions.

F. ASSOCIATION PRESIDENT'S LEAVE:

The Board shall grant, upon written request from the Association by June 1 of the year prior to the leave, release time with pay to the president of the Association for the duration of the ensuing school year, provided a qualified teacher replacement is available. The Association shall pay the president's salary and fringe benefit costs. The president shall retain all other benefits of employment, and, if offered a contract following the presidential leave, shall be entitled to the former position held provided it still exists. If the position no longer exists, the president shall be entitled to reassignment to a position approximately the same grade level or subject area held at the time the leave was first requested or to a position for which the president is qualified. By virtue of the office, the president shall have substantially greater experience and qualification to be employed by the Board during the term of the leave provided the Board receives notification of the president's election prior to the action by the Board on a reduction in force. This section shall not be construed or applied so as to vest a non-tenured Association president with seniority rights superior to those of a tenured employee.

G. ASSOCIATION NEGOTIATION COSTS:

When the Board and the Association mutually schedule negotiations during the duty day, any teacher who participates in said negotiations shall suffer no loss of pay or other benefits. The Association shall reimburse the Board for the cost of a hired substitute teacher for each absence under this provision.

H. ASSOCIATION AFFILIATE MEETINGS:

1. Teachers elected or appointed to serve as official representatives of the Great Falls Education Association, MFPE, American Federation of Teachers, or the National Education Association may be permitted attendance at necessary state, regional, and national meetings in performance of their official duties for the purpose of conducting internal business without loss of pay or other benefits; however, if the absence is granted, the Association shall reimburse the Board for the cost of a substitute teacher for each day a teacher is absent whether or not a substitute is hired. Total number of days allowed under this provision shall not exceed ninety-three (93) days per school year and shall not exceed five days per individual per month nor nineteen days per individual per school year. An additional ten (10) days will be allowed during years in which the Association and District conduct bargaining.
2. Requests for absence to serve as an official representative should be submitted at least two weeks in advance. Such applications for absence shall be on the proper District form and shall be approved by the Association prior to being submitted to the Board.

I. REPRESENTATION ON COMMITTEES:

1. The Association shall recommend up to twice the number of teacher representatives needed for any District committee, which has teacher members. This listing shall be submitted within fifteen school days of receipt of request, or the Association shall forfeit its right to recommend teacher representatives as it relates to that particular request.
2. The Board, or their designee, shall choose members of the District committees. (2023)
3. After Committee members have been chosen, the Board shall publish a list in the Newsbits and/or on the District website. (2023)

J. SCHOOL CALENDAR COMMITTEE:

1. A committee composed of three teachers, three administrative personnel, three classified personnel, and three parents will be appointed by the Superintendent for the purpose of submitting recommendations for the proposed school calendar to the Superintendent of Schools by January 1. The teaching personnel shall be selected from a representative list of six names of teachers submitted by the Association within twenty-one calendar days of receipt of the request or the Association shall forfeit its right to recommend teacher representatives on the Calendar Committee.
2. A proposed calendar(s) will be presented to the teachers by the Superintendent of Schools for the teachers' review prior to the presentation of the calendar to the Board by the Superintendent.
3. The school calendar is set by the Board.

ARTICLE 5 - TEACHER RIGHTS

A. TEACHER PERSONNEL FILES:

1. Teachers shall have the right, upon written request, to review the contents of their personnel file, except for the confidential items received by the Board prior to the teacher's employment. The teacher may be accompanied by a representative if desired. One copy of any materials placed in the teacher's file following employment by the Board will be made available to the teacher without cost upon written request.
2. The teacher will be notified of all additions to his/her personnel file with the exception of:
 - a. Items received from or requested by the teacher or items where the teacher has been given a copy.
 - b. Items bearing the teacher's signature.
 - c. Items pertaining to licensure, course work, or summaries of earned credits.

3. All items in the teacher's file shall be identified as to the source.
4. The teacher shall have the right to answer any material filed, and his/her answer shall be reviewed by the Human Resources Director and attached to the file copy.
5. If any administrator or supervisor other than the Human Resources Director and his/her staff or the teacher's attorney-in-fact requests the right to see a teacher's personnel records, the name of the person(s) making the request and the date the request was granted will be recorded and placed in the teacher's personnel file.

B. PROTECTION OF TEACHER RIGHTS:

1. Any formal complaint or criticism concerning a teacher deemed by an administrator to justify investigation or action of any nature shall be brought to the attention of the teacher involved. When deemed appropriate by the administrator or teacher involved, a conference(s) shall be scheduled involving the concerned parties. Parties to the conference(s) may, at their option, have Association representatives present. In no case will a written report be made or will any entry be made in a teacher's personnel file or any formal disciplinary action be taken as a result of a complaint or criticism until the above procedures have been followed, it being understood that the Superintendent may take such action as necessary where the health, welfare, or safety of students or other persons may be in jeopardy.
2. The Board shall give reasonable support to teachers in the discharge of their duties in accordance with Board policies and state statutes.
3. No teacher shall suffer discrimination in respect to employment in the District based on age, sex, race, creed, marital status, religion, political activities or lack thereof.
4. No teacher shall be formally disciplined or reprimanded, reduced in compensation, suspended or terminated without just cause. Nothing herein shall be construed to infringe upon or restrict the Board's right to decline to renew the contracts of teachers in accordance with the applicable laws, it being understood that the Board shall not base its decision of non-renewal upon arbitrary or capricious grounds. This clause does not apply to extra or co-curricular or department head positions.

C. MATTERS OF MUTUAL INTEREST: Nothing contained in this Agreement shall be construed to prevent Board members, administrative employees of the Board, and teachers from considering or discussing any matter of mutual interest. However, this is not to be construed so as to lessen any teacher's right to join or assist the Association in collective bargaining. Any changes or modification to this Agreement shall be made only through collective bargaining and agreement in the manner provided by the Collective Bargaining Act.

D. TEACHER RECOMMENDATIONS: The Board, while retaining the right to make the final decision in the following matters, agrees to continue and encourage the practice of considering, prior to final adoption, the recommendations of teachers or District committees as to the selection of texts, the improvement of curriculum, the adoption of new courses, the selection of instructional equipment and supplies, and other budgetary items and matters pertaining to the educational program of the District.

ARTICLE 6 - HOURS AND OTHER CONDITIONS OF EMPLOYMENT

A. TEACHER LICENSURE: As per MCA 20-4-101 and MCA 20-4-201, only a person who holds a valid Montana teacher or specialist license may be employed by a District as a teacher. Teachers must renew their license every five years and it must be renewed prior to the first day of school after the date of expiration. A contracted teacher with an expired license will not receive a paycheck until he/she becomes licensed. Should such a teacher become licensed after the start of the school year, he/she will receive a retroactive paycheck as per predetermined payroll deadlines. If the teacher does not provide evidence of license renewal within the first 35 school days, the District may take action to dismiss the teacher for breach of contract. (2011)

B. DUTY DAY FOR TEACHERS:

1. The regular duty day for teachers shall not exceed eight hours per day, including the lunch period, for not more than 187 contract days. If the lunch period is longer than thirty minutes, duty may be assigned to affected teachers. There shall be no additional pay for time until the teacher has exceeded eight hours in the duty day, not to include time spent in activities outlined in Section 3, below. The scheduling of school hours and employee duty day shall be the exclusive decision of the Board. In the event that state funding provides for additional school days, teachers will be compensated at their daily rate.

2. On the last school day preceding Labor Day, State Teachers' Convention, Thanksgiving, Christmas, Presidents' Day, Easter, and Memorial Day, teachers who do not have assigned District responsibilities shall be released from duty at the end of the individual building's regular student school day. The only exception shall be a PIR day immediately preceding Labor Day weekend.
3. Teachers shall not receive extra compensation for PTA meetings, student-related educational conferences, departmental and faculty meetings, open houses, from time to time special programs, which involve student participation, or activities for which teachers volunteer. To the extent practical, departmental and faculty meetings will be contained within the regular duty day, it being understood that extensions beyond the regular duty day may sometimes be necessary.
4. In the event a hazardous, unsafe, or unsanitary condition exists within a school, making it necessary to dismiss students, teachers will not be required to remain in the building but may be reassigned to other instructional activities.

C. **PARENT CONFERENCES:** When parent conferences are required by the Board, teachers shall be granted time free from student contact for the purpose of conducting such parent conferences.

D. **DUTY-FREE PERIODS:**

1. Each teacher shall have no less than a thirty-minute uninterrupted, duty-free lunch period unless the interruption is agreed to by the teacher or an emergency arises. Except in the case of an emergency, the teacher may leave his/her respective building during the lunch period, providing the office of the principal has been notified.
2. Each classroom teacher shall have preparation time during the teacher's duty day to be used for purposes of independent planning or preparation unless an emergency arises. Nothing herein shall prohibit the teacher from using a reasonable portion of this time for a break. It is understood that from time to time building activities may prohibit scheduling this daily preparation time. (2014)
 - a. At the senior or middle school levels the preparation time shall be one regular class period.
 - b. At the K-6 levels the preparation time shall be no less than thirty (30) minutes in length and shall not include the thirty-minute duty-free lunch period nor the one-half hour before or after the students' regular school day. No variation may occur without mutual agreement of the teacher and the administrator. Upon mutual agreement, a preparation period may be eliminated one day and added to another day within the same week.
3. All K-6 teachers shall receive a fifteen-minute break in the morning and the afternoon during their student contact day unless a 45-minute preparation period is provided during that time. (2011)
4. A teacher shall not be required to remain with his/her class when it is receiving instruction or supervision from another licensed person unless the teacher is an integral part of the particular project or lesson to be presented as previously requested by the teacher. Such release time shall be used in accordance with Section 2, above.

E. **QUARTERLY EARLY OUTS:**

One student early out day will be given at the end of each quarter to provide time for teacher preparation.

F. **PART-TIME TEACHERS AND LESS THAN FULL-YEAR TEACHERS:**

1. Part-time teachers shall not be used to replace full-time teaching positions except under extenuating circumstances or under a job-sharing contract with the mutual agreement of the affected teacher(s). It is understood that a teacher may elect to have an Association representative present during District conferences related to job-sharing positions. The Association and the Board shall mutually agree to all terms of the job-sharing contract that are addressed in the Negotiated Agreement.
2. A teacher contracted to provide services for less than a normal duty day of the regular full-time teacher shall be classified as a part-time teacher.
3. Less than full-year teachers are those teachers who are employed for the regular duty day but who begin work after the initial day of the regular school year.
4. Part-time teachers and less than full-year teachers shall be paid according to their placement on the appropriate Teacher Salary Schedule commensurate with their training and experience. Said salary shall be pro-rated to the portion of their regular duty day and/or to the proportion of their regular contract year.

5. FTE Matrix:

FTE	Teaching Periods	Prep Periods	Duties	Hours in the Day
.2	1	.2	0	1.5
.4	2	.4	0	3
.5	----	.5	.5	3.75
.6	3	.6	.6	4.5
.8	4	.8	.8	6
1.0	5	1	1	7.5

*Anything more than half time needs 9 hours of PIR. 6 of one; 3 of the other.

Prep periods in high school = 50 minutes

.6 or .8 duties could include lunch duty or ISS supervisor (to relieve ISS teacher for lunch) (2014)

G. EVALUATION OF TEACHER PERFORMANCE:

1. The parties agree that the primary objective of the program to evaluate teacher performance is to improve the quality of instruction. Further, the parties recognize the importance and value of the procedure for assigning and evaluating the progress and success of both non-tenured and tenured teachers.
2. Evaluation of teacher performance shall be done by the principal or assistant principal or the supervisor of the appropriate area and must be based on his/her own observations. Other personnel may be used to evaluate teacher performance when agreed to by the teacher.
3. All teachers during their first eight weeks of each school year shall be oriented to the evaluation procedures and criteria upon which they will be formally evaluated and who may observe and evaluate their teaching performance. If the teacher is contracted after the first eight weeks of the school year, an orientation to the evaluation process will take place prior to the first observation. (2009)
4. Prior to the first observation of the school term a pre-conference shall be held between the evaluator and the teacher to apprise the evaluator of the teacher's objectives, methods, and materials planned for the teaching-learning situation to be evaluated. Subsequent pre-observation conferences may be held at the discretion of the evaluator.
5. Each formal written evaluation of a teacher's performance shall be preceded by an observation of at least one hour or the duration of a particular teaching period, but not for more than two hours duration. Variations in these times shall be mutually agreed upon by the teacher and evaluator.
6. Other than the post-observation conference, which shall be conducted in conjunction with the discussion of the formal written evaluation, other observations of the teacher may be followed by a personal conference between the teacher and the evaluator for the purpose of discussing the observation.
7. The evaluator shall not unduly interfere with the normal teaching-learning process while observing.
8. A copy of the formal written evaluation of the teacher's performance shall be given to the teacher and a conference held between the teacher and the evaluator within ten school days of the final classroom observation on which it is based. If the teacher believes the evaluation is incomplete or inaccurate, the teacher may submit objections in writing, which shall be attached to the file copy of the evaluation report. However, the contents of formal evaluation of teacher performance shall not be subject to the Grievance Procedure.
9. If an evaluator finds a teacher needing additional development and growth, he/she shall set forth the specific ways in which the teacher is to improve and possible assistance to be given by the administrator or other staff members. Progress or lack of progress in any specific deficiencies shall be addressed by the evaluator in subsequent evaluations.
10. The performance of non-tenured teachers shall be formally evaluated during each year as a non-tenured teacher.
11. A reasonable effort will be made to formally evaluate the performance of each tenured teacher annually, but at least once every five years. Requests for an evaluation by a tenured teacher will be given special consideration.

12. All formal evaluation of performance of a teacher shall be conducted openly and within the full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.

H. STUDENT DISCIPLINE:

1. The parties recognize that part of the teacher's responsibility is to maintain control and discipline of students. The Board further recognizes its responsibility to give support and assistance to the teacher with respect to the maintenance of control and discipline in the classroom and school in accordance with established Board policies, administrative regulations, building procedures and state statutes; however, the Board shall not be obligated when any disciplinary actions employed by any teacher is contrary to law, Board policy, or administrative regulations.
2. The Board shall set all policies on matters of discipline. A team, minimally consisting of building administrators and teachers, shall develop disciplinary procedures for their respective buildings that are consistent with state statutes, Board policies, and administrative regulations. These disciplinary procedures shall be completed or updated and reviewed by each faculty prior to a date established by the principal. These shall be distributed to students, teachers, and parents no later than October 1 of each year, and it shall be the responsibility of the administration and teachers to enforce these policies, regulations, and procedures.
3. The District and Association shall work together to promote a safe work environment including the right to be free from violent behavior or threatening violent behavior. (2019)

When an offense, persistent misbehavior, or the disruptive effect of misbehavior makes the continued presence of a student in the classroom intolerable, the student may be referred by the teacher to the principal or his/her designee for disciplinary action. In such case, an account of the problem or incident will be communicated as soon as feasibly possible, given instructional and safety responsibilities, by the teacher to the principal or his/her designee. The communication should include what previous corrective action, and/or parent communication if any, has been taken by the teacher. The principal or his/her designee shall communicate the disposition of the referral as soon as feasibly possible given administrative and safety responsibilities.

In cases when the student's behavior is so extreme as to preclude the instructional process or threaten student or teacher safety, the teacher shall immediately communicate the need to remove the child temporarily from the classroom until such time as the student, teacher, and principal or other appropriate authority, resolves the situation. (2009) (2025)

I. CLASS SIZE:

1. All decisions on teacher-student ratios and class size shall be made by the Board of Trustees.
2. In the event of a substantial loss of revenues or substantial impact of students to the District or any attendance area thereof, this section shall be immediately opened to be re-bargained.
3. Teachers who are assigned classes in which the total aggregate enrollment (Article 1 – Definitions) exceeds current minimum State Standards (Standards of Accreditation of Montana Schools, 10.55.712 and 10.55.713 – Article I - Definitions) shall be compensated for each student or major fraction thereof in excess of the said standards for each class. The rate for part-time kindergarten classroom teachers shall be \$60 per semester for each student or major fraction thereof in excess of the said standards. The rate for full-time kindergarten teachers shall be \$120 per semester for each student or major fraction thereof in excess of the said standards. The rate for elementary teachers in grades 1-6 shall be \$120 per semester for each student or major fraction thereof in excess of the said standards. The rate for middle school and high school classroom teachers shall be \$40 per semester for each student or major fraction thereof in excess of said standards. To be eligible for payment, the total aggregate enrollment shall be submitted to the Human Resources Manager by the teacher within seven calendar days after the completion of the semester and shall be computed by dividing the Aggregate Days Belonging in each semester of the regular school term by the number of Pupil Instruction (PI) Days in each semester of the regular school term. Other Days (OD) and Pupil Instruction Related (PIR) Days are not calculated in this computation. The building principal shall verify and sign all requests for overload payments.
4. Where maximum numbers within a particular building, subject area, or grade level must exceed state standards, reasonable effort(s) will be made to distribute excess students among the teachers assigned to that grade level or subject area.
5. Special Education Case Management Caps and Overage Compensation (2025)

GFPS will endeavor to ensure students in Special Education have the attention and services that they need by ensuring staff has a workable case management number. If the total aggregate enrollment (article 1 - Definitions) exceeds the recommended case management numbers below, the teacher will be compensated \$100 per student by semester.

The increase to the case management numbers must last longer than a total of 20 working days per semester. This increase to case management numbers may be due to the redistribution of students as the result of an unfilled position, unfilled long-term substitute, paperwork due to unlicensed teacher, or other instance requiring instruction or IEP paperwork re-assignment. Below are the recommended case management numbers per grade level and program:

Pre-K Special Education: 24 (12 am students and 12 pm students, for a daily total of 24)

Elementary Resource 1 – 26

Elementary Resource 2 – 12

Elementary Resource 3 (structured learning – 10), (life skills - 10)

Middle School Resource 1 – 26

Middle School Resource 2 – 12

Middle School Resource 3 – (structured learning – 10), (life skills - 10)

High School Resource 1 – 26

High School Resource 2 – 12

High School Resource 3 – (structured learning – 10) (life skills - 10)

Associate SPED Coordinators all levels – 10

J. PROFESSIONAL DEVELOPMENT:

1. The professional development program should provide for the needs of teachers at all levels of experience and compliment implementation of District programs. Teacher needs and recommendations shall be solicited prior to the initial planning and will be considered for decisions on professional development.
2. All full-time teachers, tenured and non-tenured, are required to have 18 hours PIR training throughout the current school year to comply with the provisions of MCA 20-1-304. At least six (6) of those hours may be District Directed, as decided upon by the PIR committee, (as indicated in the PIR catalog). PIR hours for less than full-time or full-year teachers are prorated. Failure to complete the required number of PIR hours will result in a loss of pay equivalent to the hours not completed (7.5 hours = 1 full day lost pay). (2011) (2023) (2025)
3. Non-tenured teachers will be required to attend staff development prior to the beginning of the contracted school year, depending on available funds. Mandatory first, second, or third year teacher training does not count for District Directed PIR. (2009) (2011) (2012) (2017)
 - a. First year teachers will attend mandatory New Teacher Training not to exceed five (5) days and will have the following options:
 - May be paid hours at the non-student contact rate as outlined in Article 8, Section S, or;
 - May receive PIR credit (not to exceed 12 hours) or
 - May receive a combination of the two.
 - b. Depending on available funds, additional training will be required for 2nd and 3rd year teachers not to exceed three (3) days and will have the following options:
 - May be paid hours at the non-student contact rate as outlined in Article 8, Section S, or;
 - May receive PIR credit (not to exceed 12 hours) or
 - May receive a combination of the two.
4. Tenured teachers may elect to attend professional development outside the contracted school year.
5. Teachers affected by excess enrollment, Article 6, Section I, 2-3, will be paid the hourly rate as per Article 8, Section S.
6. When a conference, meeting, or professional development session is scheduled at the option of the Board or administration during the duty day, the teachers involved shall suffer no loss of pay or other benefits.
7. College courses in and of themselves are not eligible for PIR credits. However, staff may concurrently enroll in college credits being offered at a workshop or conference they are attending for PIR or Pay as outlined in Article 8, Section N, 7. (2011)

K. **MENTORSHIP (2025):**

1. Teachers in their 1st year of GFPS employment will be assigned a mentor (when possible, aligned by grade and subject/level) that they will meet with a minimum of 2 hours per month.
2. Mentors (no teachers will be required to be a mentor) will be trained (2 hours paid training to be completed in the month of September) and compensated 2 hours (at the non-teaching rate) per month to meet with their mentees September through May. Mentees will also be paid for the 2 hours of meetings. Compensated mentorship time will occur outside the duty day.
3. The mentorship program, recruitment of mentors, as well as training will be done in collaboration with GFEA.

L. **ASSIGNMENTS AND TRANSFERS:**

1. Definitions:
 - a. **Opening or New Position:** A position created by retirement, resignation, in-district transfer, classroom closure, or addition needed by enrollment. (2023)
 - b. **Reassignment** is the movement to a different position within the same building. (2023)
 - c. **Voluntary Transfer** (in district process) is the movement of a teacher to a different building which the teacher has applied. (2023)
 - d. **Involuntary Transfer** is the movement of a teacher to a different building for which the teacher has not applied. (2023)
 - e. **Vacancy** is any teaching opening or new position in the District which has not been filled by the reassignment of employees. (2023)
2. In-Building Reassignment and Involuntary Transfer:
 - a. Prior to a position being offered to teachers outside of the building where an opening occurs, building administration will inform all current building staff of any openings within their building via email. (2023)
 - b. Teachers desiring to fill an open position in their building shall request consideration, verbally or in writing, for an opening to the building principal, who will make the decision. (2023)
 - c. Reassignment or involuntary transfer is the first step to fill an opening for the school year. (2023)
 - d. The District will attempt to give each continuing teacher who has a change of assignment a notification of class and/or subject assignment and the building assignment for the forthcoming year prior to the last day of school.
 - e. The building administrator will notify the affected teacher verbally prior to reassignment. Should the teacher request their notification of reassignment in writing, the building administrator will oblige.
 - f. If an involuntary transfer is made, the teacher will be notified both verbally and in writing and the Association will be notified in writing. (Email is considered written notification.) (2023)
 - g. If the teacher feels as though their concerns have not been adequately addressed by the building administrator, they may request a meeting with the Executive Director or Human Resources Director and may have an Association representative present. (2019) (2023)
 - h. The assignment of teachers shall be made by the Board in conformity with the terms of this Agreement.
3. Compensation for Reassignment or Involuntary Transfer:
 - a. For an in-building room change, the teacher will be compensated for up to six (6) hours at non-instructing hourly rate. (2019)
 - b. For a building change, the teacher will be compensated for up to twelve hours at non-instructing hourly rate. (2019)

4. Voluntary Transfer (In-District Process):

- a. Whenever vacancies occur for the upcoming school year during the regular school year prior to the last day of school, the Board shall advertise the position(s) on the Great Falls Public Schools Human Resources website, www.gfps.k12.mt.us and notify teachers of the postings in the weekly Newsbits distributed to all teachers for three (3) workdays. (Example: posting vacancies on Friday and closing on Tuesday). This provision shall not apply to teaching or new positions of less than one (1) year. (2014) (2019) (2023)
- b. Requests by a teacher for a Voluntary Transfer to a specific vacancy shall be made in writing on the standard form furnished by the Board. The application shall set forth the reasons for the transfer, the school, grade, or position sought, and the applicant's experience and qualifications, including licensure and endorsements.
- c. A request for transfer shall be made prior to the closing date.
- d. If the Board elects to fill a vacancy occurring during the year on a temporary basis rather than by transfer, that position shall be reopened to teachers employed in the District before the close of the current school year and shall be available under this transfer provision for the ensuing school year.
- e. The vacancy shall include a specific description (grade and/or subject area in the various buildings) of the position(s) to be filled, the necessary minimum qualifications, and the date applications are to close. (2014) (2023)
- f. Each current teacher who meets the minimum qualifications advertised shall be granted an interview. Requests for transfer shall be acted upon before assignment of any new teachers to the school system. Requests for transfer from teachers already employed by the Board shall take precedence over applicants new to the District when the qualifications of the applicants are substantially equal. For the purposes of this Section, "qualifications" shall include the professional and personal qualifications of the applicant(s), as well as the applicant's experience. Requests shall be considered for vacancies, which may arise during the summer months when regular school is not in session. (2023)
- g. Opportunity to transfer may be denied to a teacher who is on an improvement plan. (2021)
- h. Within ten (10) working days of receipt of the written denial of a voluntary transfer, the teacher may request the specific reasons for the denial in writing. Within ten (10) working days of the receipt of the request, the administrator shall respond in writing. In the event a team was involved in the consideration, care shall be taken to incorporate the rationale from each team member. Arbitration of this Section shall be limited to allegations of an arbitrary or capricious decision by an administrator(s), and the arbitrator shall not substitute his/her judgment for that of the administrator(s).

M. VACANCIES AND NEW POSITIONS:

1. Whenever vacancies occur, they shall be posted on the Great Falls Public Schools Human Resources website, www.gfps.k12.mt.us. Vacancies or unfilled positions that occur after the last day of school until one week before the first day of New Teacher training will be posted on the GFPS website. The posting of these vacancies is not required to meet the conditions of L.4. However, applications by current District employees will receive an interview. (2014) (2019) (2021) (2023)
2. The notice of vacancy shall include a specific description of the position(s) to be filled, the necessary minimum qualifications, and the date applications are to close.
3. No permanent assignment shall be made until a vacancy has been advertised for three (3) working days; however, nothing shall prevent the Board from making interim appointments in cases where time is a critical factor.
4. Any vacancy, which occurs during the school year, may be filled on a temporary basis but shall be re-advertised as a vacancy for the next school year.
5. The Board may elect to advertise positions in the District which are part-time, co-curricular, extracurricular, vacancies or new positions of less than one (1) year, or positions which do not meet the definition as described in Section 1, above.

N. REDUCTION IN FORCE:

1. A Reduction in Force and the term "layoff" as used herein shall mean any suspension from employment arising out of a reduction in the teacher work force of the District, and shall be separate and distinct from the terms retirement, resignation, non-renewal, discharge, dismissal, or termination.

2. Grades 7-12 and Grades K-6 shall be considered as separate units for purposes of this section so that the layoff procedure with respect to one such unit shall not apply to other units.
3. Non-tenured teachers shall be excluded from this Reduction in Force provision.
4. If the layoff affects a particular educational program or unit, layoffs will be confined to personnel employed in such program or unit. However, nothing shall be interpreted or applied so as to prohibit the Board from assigning laid off personnel to positions in other units or programs, for which they are qualified, held by less senior teachers.
5. Definition - Seniority shall be defined as the total length of continuous service, including full credit for service of less than a full duty day or service of less than a full contract year, if a teacher has signed a contract for the ensuing school year with the District. Seniority shall accrue from the date of employment. Seniority will not be broken by approved leaves of absence. Seniority will not be broken by employment by the Board in a position outside the appropriate unit if the Board required certification/license for employment in that position. In the event of identical dates of employment, those holding advanced preparation as of November 15, 1985, shall have precedent. In the event of both identical dates of employment and advanced preparation, rank shall be determined by lot. This order once established shall not change. Teachers hired after November 15, 1985, shall accrue seniority solely by date of hire.
6. Loss of Seniority - A teacher shall lose his/her seniority for any of the following reasons:
 - a. if a teacher is dismissed and not subsequently reinstated.
 - b. if a teacher retires.
 - c. if a teacher resigns.
 - d. if a teacher overstates a leave of absence without obtaining an extension of the leave.
 - e. if a teacher declines an offer of recall to the previous-held positions or an equivalent position.
7. Seniority List - A seniority list shall be prepared by the Board at least once a year not later than January 1. Needed corrections to this list shall be presented to the Board in writing prior to January 20. All uncontested data will be considered accurate from that point and for subsequent years. Corrections after this date may be made only with the written agreement of the Board. A copy of this list shall be provided to the Association and shall be available in all buildings for review during regular working hours.
8. When a reduction in force takes place, the least senior teacher shall be laid off first, provided that the least senior teacher does not have experience and qualifications that are substantially greater than a more senior teacher does. If the less senior teacher has such experience and qualifications, a more senior teacher shall be laid off first.
9. Recall:
 - a. Grievance rights for violation of recall shall exist for up to twenty-one months from the last day of work, but in no event can a grievance be filed beyond the time limits established for Level 1 of the Grievance Procedure if the aggrieved party becomes aware of the occurrence of the grievance, or, with reasonable diligence, should have become aware of the occurrence of the grievance.
 - b. When recalling to the former teacher's District assignment, the most senior teacher shall be the first recalled, provided that a less senior teacher does not have experience and qualifications that are substantially greater than the more senior teacher does. In such event, the less senior teacher shall be recalled first.
 - c. When recalling to a teaching position other than the previous District assignment, the most senior teacher must have experience and qualifications that are substantially greater than all other personnel.
 - d. The Board shall give written notice of recall from layoffs by sending a registered or certified letter, return receipt requested, to said teacher at the teacher's last known address. The teacher's address as it appears on the Board's record shall be conclusive when used in connection with layoffs, recalls, or other notices to the teacher. It shall be the responsibility of each teacher to notify the Board of any changes of address. If the Board is not able to cause delivery of the notice of recall within fifteen days of the date that such notice was sent, it shall result in forfeiture on the part of the teacher to any further rights to reinstatement.
 - e. The teacher on recall who signs a contract with another school district shall notify the District immediately or shall forfeit all rights to recall.
 - f. If the District has knowledge that any teacher on recall is under contract with another school district, the District is under no requirement to offer a contract to a teacher on recall unless the District has received

notice that the other employer is aware of the possibility of recall to District employment, and the other employer has agreed to release the teacher upon recall by the District.

- g. If a teacher declines or does not accept an offer of recall to the previous-held position or an equivalent position within seven days of the notice of recall, it shall result in the forfeiture on the part of the teacher to any future rights of recall under this article.
10. The Board shall be the sole determinant of: the number of teachers employed in each school program(s); the continuation, elimination, or modification of each school program(s); and of the quality of each school program(s).
11. The arbitrator shall not have the power to modify, add to, correct, or substitute his/her judgment for that of the Board unless the record of the arbitration hearing clearly demonstrates that the Board acted in an arbitrary and capricious manner.

O. TRANSPORTATION OF STUDENTS:

No employee will be mandated to transport students in their personal vehicle. When transportation is required by the District and the employee chooses to use their own vehicle, they must be in compliance with the appropriate District Form and will be reimbursed as appropriate per policy. Note: Applicable policy/form subject to change. In the event of a policy change, 90 days advance notice shall be provided. (2019)

P. EMPLOYEE AND STUDENT SAFETY:

The District reserves the right to request the immunization status or records of teachers in an effort to keep teachers, students, and other employees safe. (2019)

ARTICLE 7 - TEACHER LEAVES

A. SICK LEAVE/SICK LEAVE BANK:

1. Teachers shall be allowed to use accumulated sick leave, without loss of pay, for absences from regularly contracted teaching duty due to personal or family illness or physical disability. The District may also discuss the use of sick time with a teacher if necessary. In these instances, the teacher may exercise their Weingarten rights. Teachers contracted for the summer months shall earn and be entitled to use accumulated sick leave benefits. (2019)
2. Any absence by a teacher resulting from bodily injuries suffered directly from an assault on a teacher while performing contracted duties in accordance with Board policies and state statutes will not be deducted from the teacher's contracted salary for a total of 60 absences from work, if related to the injury. Administration may require documentation. The value of all benefits paid to the teacher during this period from all other eligible sources shall be deducted from contracted salary and benefits or repaid to the Board upon receipt. The assault shall be immediately reported to the building administrator and central administration, and a formal complaint may be filed with the proper legal authorities. Any benefits inappropriately paid under this provision shall be repaid to the Board, and the Board's cost of collection shall, if overpayment was caused by teacher action or inaction, be added to the cost of reimbursement. (2016)
3. Each teacher will be credited with ten (10) days of sick leave on the first contracted day of the school year. The teacher who does not complete contract obligations will be liable to the district for sick leave paid beyond the employee's entitlement. Employment for less than 187 full-time duty days or employment for more than 187 full-time duty days shall earn or accrue sick leave on a proportionate basis to the 187 full-time duty day contract. [This shall not increase, decrease, or affect anything regarding long-term substitute teachers.] (2012) (2023)
4. For purposes of severance, unused sick leave is cumulative to a maximum of 187 days.
 - a. However, sick leave may be accumulated without limit for purposes outlined in Article 7 Section A, paragraph 1. The record of an employee's sick leave accrual shall be kept in the business office. Deductions shall be made from this account when the employee is absent under the sick leave provision, and additions are made to this account in accordance with the established schedule. The number of accumulated days of sick leave shall be indicated in each regular paycheck.
 - b. Upon retirement from the district, a teacher with 187 days of unused accumulated sick leave will be compensated \$50 for each day of credit beyond the scheduled 187 days. The teacher may elect for this compensation to be either applied towards your District Health Insurance premiums or paid approximately 90 days following your last day of work. The payment will be separate from the severance buy-out. (2021)

5. Sick Leave Bank: Teachers shall have the right to donate, in writing to the Human Resource Office, accrued sick leave days to a teacher of their choice.
 - a. A teacher who intends to access the sick leave bank must notify GFEA, Local 7583, to request donated days. In order to avoid days without pay, the request must be made prior to exhausting his/her own sick and personal leave days. (2011)
 - b. No teacher may receive more than twenty (20) days of donated sick leave during any school year. When using the twenty (20) days of donated sick leave, the teacher may not receive pay or compensation from other plans in which the District participates, either in whole or in part.
 - c. In a case of catastrophic, life-threatening illness, a teacher may receive more than the allotted twenty (20) days (Article 7.A-5.a) during the contract year. A catastrophic, life-threatening illness is defined as cancer, organ failure, stroke, non-elective surgery, and acute accident injuries. This list is a guideline and not inclusive. Medical documentation will be required.

The determination of qualifying for additional donated days will be made by the Human Resources Director, and the GFEA, Local 7583, President. Determination must be unanimous. (2009) (2023)

B. PERSONAL LEAVE: Five (5) days of personal leave are earned each year. Personal leave absence, prorated for those working less than a full day or a full school year, will be added to a teacher's accumulated sick leave after the accumulation of personal leave reaches six (6) days. See Article 7, Section B, paragraph 4, below. These days shall be granted in minimum units of half days without loss of pay or other benefits for activities not provided for in other provisions of this Agreement. (2012) (2023)

1. This leave provision shall not be used during any period of time when, in the opinion of the immediate supervisor or building principal, the teacher's contracted functions or activities in the District cannot be properly carried out by substitute personnel.
2. Application for this leave stating the purpose of the leave shall be made on the proper District online absence request system at least five school days prior to the time of use. Exceptions to the five days requirement shall be made exclusively by the Board. (2023)
3. Use of this leave shall not exceed twenty (20) teachers on Fridays or the day immediately preceding an extended break. All other days shall not exceed twenty-five (25) teachers on any given contract day. These leaves will be granted in order of receipt by the Human Resources Office. (2023)
4. Personal leave days may be accumulated to a maximum of 6 days (2 years). Accumulation of personal days may not exceed six (6). The accumulated days may be taken consecutively if the days are available (Article 7, Section B, paragraph 3). Days earned beyond six (6) will automatically be placed in the individual's sick leave bank. (2012)

C. ADOPTION LEAVE: Teachers may use up to 5 days of accrued sick leave for the purpose of an adoption. The teacher shall notify the District as soon as the teacher knows the need for such leave. The District may require substantiation for the use of adoption leave. For use of sick leave beyond the 5 days, refer to Article 7.A.1. (2014)

D. PATERNITY LEAVE: Teachers may use up to 5 days of accrued sick leave for the purpose of the birth of the teacher's child. The teacher shall notify the District as per sick leave procedures. (2009)

E. BEREAVEMENT LEAVE:

1. Teachers shall be allowed up to five (5) days at full pay for absences from school for each occurrence of death in the teacher's immediate family or for any other member of the teacher's immediate household. This leave allowance is in addition to other leaves allowable in this contract. Immediate family shall be defined as teacher's father, step-father, father's brother, father's sister, mother, step-mother, mother's brother, mother's sister, sister, brother, husband, wife, son, daughter, step-children, foster children, daughter-in-law, son-in-law, grandparent, great grandparent, grandchild, brother's wife, brother's child, sister's husband, sister's child, spouse's father, spouse's mother, spouse's sister, or spouse's brother.
2. Bereavement Leave as defined in Article 7, Section E, paragraph 1, may be extended by the use of sick leave with prior approval. The Request for Administrative Approval must be completed as well as the online absence request system. (2023)
3. Sick leave may be used for the funeral, memorial service or other related activities of a person outside of the definition in Article 7, Section E, paragraph 1 (above). Administration may require documentation. The Request for Administrative Approval must be completed. (2011)

4. Bereavement leave allowance is not cumulative from year to year. This shall be an emergency leave applicable for the particular occasion only.

F. JURY DUTY LEAVE:

1. Teachers called for jury duty may be absent from duty without loss of pay or other benefits provided the teacher has:
 - a. made a request for absence due to jury duty on the electronic absence request system following confirmation to report for service (2025); and
 - b. submitted one copy of the jury summons (2025);
 - c. endorsed the jury duty fee payment, excluding reimbursement for travel, meals, and lodging, over to the District within sixty (60) calendar days from the last day on which jury duty was served.
2. Failure to deliver the endorsed fee payment to the District within this time period shall result in the loss of wages for the period of absence.
3. Leave is provided for absence from duty with pay, only for the time actually spent on jury duty. Teachers relieved for part of their duty day to participate in jury duty, must return to their assignment for the remainder of the day. Reasonable allowance for time to and from the courts will be taken into account. Teachers who fail to return under these circumstances will be considered absent without leave and subject to disciplinary action.

G. WITNESS DUTY LEAVE:

1. Teachers served with a valid subpoena issued by a federal, state, county, or municipal court, or a federal or state legislative body may be absent from duty, without loss of pay or other benefits, provided the teacher has:
 - a. advised the immediate supervisor on the first school day following the receipt of the subpoena; and
 - b. submitted a copy of the subpoena at the time the request for absence is made on the proper District form; and
 - c. endorsed the witness duty payment, if the teacher has been paid for serving as a witness, excluding reimbursement for travel, meals, and lodging, over to the District within sixty (60) calendar days from the last day on which the witness duty was served.
2. Failure to deliver the endorsed fee payment to the District within this time period shall result in the loss of wages for the period of absence.

H. PROFESSIONAL MEETING LEAVE:

1. Twenty-five thousand dollars (\$25,000) shall be budgeted for use by teachers to attend professional academic meetings and conferences.
2. Requests for leave shall be on the proper District form and submitted to the District at least fourteen (14) calendar days in advance of the date of the leave. At least seven (7) calendar days before the date for which the leave was requested the Board shall notify the teacher that the leave has been approved or denied. Upon written request from the teacher, the reason(s) for the denial will be provided to the teacher.

I. PLACEMENT OF SUBSTITUTE TEACHERS:

1. Placement of substitute teachers shall be done through the on-line substitute placement system (Aesop) or the substitute office of the District.
2. A teacher who becomes ill or who must be absent for some other reason shall request a substitute as soon as possible, 24-hours a day, through the on-line substitute placement system (Aesop) or the substitute office of the District. If directed by the building administrator, the teacher shall also notify the building office in the manner directed. If the need for the absence occurs after 6:00 a.m. the day of needing a substitute, the teacher shall notify the building office and also call the substitute office.

3. A teacher who, except in cases of emergency, is required to substitute teach during that teacher's regularly-scheduled preparation time shall be compensated for each half hour or major fraction thereof at the hourly instructional rate as per collective bargaining agreement. (2016)

J. ILLNESS LEAVE/TEMPORARY DISABILITY LEAVE:

1. Employees must use sick time for short or long-term illness and/or temporary disability. If ineligible for a Family Medical Leave of Absence (FMLA) or upon expiration of FMLA, an employee may apply for Illness Leave/Temporary Disability Leave. Medical certification of the long-term illness or temporary disability is required and must specifically state the employee cannot perform the duties for which the employee is hired. Any accrued sick time must be used concurrently with this leave. (2019)
2. Upon the expiration of sick time, the Board may grant eligible employees leave without pay if requested. Leave without pay arising out of any long-term illness or temporary disability shall commence only after sick time has been exhausted. (2019)
3. If an employee has exhausted all accumulated sick time and has not requested an Illness Leave/Temporary Disability Leave and is unable to perform or return to perform the duties for which the employee is hired, the Board may place the employee on Illness Leave/Temporary Disability Leave of Absence. (2019)
4. Upon approval of the Board, Illness Leave/Temporary Disability Leave without pay will be provided without salary or fringe benefits. The length of this leave is for a period of up to one school year, but no longer than the last contract day of the current school year, and may upon request, be renewed or extended by action of the Board. The employee's request for return to duty shall be accompanied by a statement from a medical doctor attesting to the employee's ability to resume the duties of the position. The effective date for the resumption of duty shall be subject to the approval of the Board. (2019)
5. The teacher returning on the first contract day of the school year from an Illness Leave/Temporary Disability Leave of one school year or less shall be entitled to his/her former position provided it still exists. A teacher whose leave ends during the school year, need not be returned to his/her former position until the beginning of the next school year, if there is a position open for which he/she is qualified at the time the teacher returns from the leave. A teacher whose position no longer exists, or a teacher returning from a leave of more than one school year in duration, and who has been offered a contract for that year or for the ensuing school year, shall be entitled to a position for which the teacher is qualified. (2019)
6. While on an Illness Leave/Temporary Disability Leave:
 - a. No teaching experience shall be granted for purposes of advancement on the salary schedule unless meeting the qualifications of the Minimum School Year (Article 8, Section P) provision of this Agreement.
 - b. The teacher shall retain previously accumulated sick leave and teaching experience credit for salary purposes.
 - c. The teacher may maintain, at no cost to the District, health and hospitalization insurance provided the amount of the monthly premium is remitted in a timely manner. All proportionate premium payments shall be deducted from the remaining number of paychecks during the contracted duty year provided there are sufficient funds due the teacher. No lump sum payment shall be required nor received by the District. In the event that there are no employment checks to be received by the teacher or the wages are insufficient; the premium payment is to be arranged with the insurance carrier.
 - d. Life Insurance may be continued in accordance with the plan document from the Life Insurance Provider. (2019)

K. PARENTAL LEAVE OF ABSENCE:

1. A Parental Leave of Absence is an absence from duty which shall be provided for the purpose of caring for a newborn child, a newly adopted child, or which may be provided for the purpose of caring for a minor child when the health of the child requires parental care. This leave is provided without salary or fringe benefits. Teachers who have been employed full time during the last three (3) consecutive years and who have been offered a contract for the ensuing school year shall be eligible for application for a Parental Leave of Absence.
2. A teacher may apply for a Parental Leave of Absence by submitting a letter of interest stating fully the nature of the leave requested. The teacher shall receive a written response to the leave request within a reasonable period of time of the disposition of the request. Reasons for denial will be provided upon written request by the teacher.

3. The length of a Parental Leave of Absence shall be for the remainder of the current semester or school year or for a period of one regular school year at the teacher's discretion.
4. A teacher returning from a Parental Leave of Absence and who has been offered a contract for the ensuing year shall be entitled to his/her former position provided it still exists. The teacher whose position no longer exists and who has been offered a contract for the ensuing school year, shall be entitled to reassignment to a position at approximately the same grade level or subject area held at the time the leave was requested or to a position for which the teacher is qualified.
5. While on Parental Leave of Absence:
 - a. No teaching experience shall be granted for purposes of advancement on the salary schedule unless the teacher has fulfilled the qualifications of the Minimum School Year (Article 8, Section P) provisions of this Agreement.
 - b. The teacher shall retain previously accumulated sick leave and teaching experience credit for salary purposes.
 - c. The teacher may maintain, at no cost to the District, health and hospitalization insurance, provided the amount of the monthly premium is remitted in a timely manner. All proportionate premium payments shall be deducted from the remaining number of paychecks during the contracted duty year provided there are sufficient funds due the teacher. No lump sum payment shall be required nor received by the District. In the event that there are no employment checks to be received by the teacher or the wages are insufficient; the premium payment is to be arranged with the insurance carrier.
 - d. The teacher may continue, at no cost to the District, individual term life insurance coverage, in accordance with the plan document from the life insurance provider. (2021)

L. LEAVE FOR STUDY IN RESIDENCE:

1. Leave for Study in Residence is an absence from duty, which may be granted for the purpose of full-time study in residence and is provided without salary or fringe benefits.
2. The length of a Leave for Study in Residence shall be for a period of one regular school year.
3. Teachers who have been employed full-time and assigned duties during the last three (3) consecutive years and who have been offered a contract for the ensuing school year shall be eligible for application for a Leave for Study in Residence.
4. Eligible teachers shall apply for the Leave for Study in Residence in writing, stating fully the nature of the leave requested and the school year desired, to the District at least thirty (30) calendar days prior to the requested beginning date of the leave. The teacher shall receive a written response to the leave request within a reasonable period of time of the disposition of the request. Reasons for denial will be provided upon written request by the teacher.
5. The teacher granted a Leave for Study in Residence shall not be eligible for a further leave under this provision until the expiration of an additional three (3) years of consecutive service in the District.
6. The teacher returning from a Leave for Study in Residence, and who has been offered a contract for the ensuing school year, shall be entitled to his/her former position, provided it still exists. A teacher whose position no longer exists and who has been offered a contract for the ensuing school year shall be entitled to reassignment to a position at approximately the same grade level or subject area held at the time the leave was requested, or to a position for which the teacher is qualified.
7. While on a Leave for Study in Residence:
 - a. No teaching experience shall be granted for purposes of advancement on the salary schedule.
 - b. The teacher shall retain previously accumulated sick leave and teaching experience credit for salary purposes.
 - c. The teacher may maintain, at no cost to the District, health and hospitalization insurance, provided the premium payments are arranged with the insurance carrier.
 - d. The teacher may continue, at no cost to the District, individual term life insurance coverage, in accordance with the plan document from the life insurance provider. (2021)

8. A transcript of credits earned while on Leave for Study in Residence shall be filed with the District as soon as said transcript is available.

M. LEAVE FOR ELECTIVE POLITICAL OFFICE:

1. Leave for Elective Political Office is an absence from duty which may be granted for the purpose of fulfillment of duties if a teacher is elected to executive governmental bodies which are external to Association activities and is provided without salary or fringe benefits.
2. The length of a Leave for Elective Political Office may be for a period of up to two years and may be extended by the Board.
3. Teachers who have been employed and assigned duties during the last three consecutive years and who have been offered a contract for the ensuing school year shall be eligible for application for a Leave for Elective Political Office.
4. Eligible teachers shall apply for the Leave for Elective Political Office in writing, stating fully the nature of the leave requested, the length of time desired and the beginning and tentative concluding date of the leave, to the District at least thirty (30) calendar days prior to the requested beginning date of the leave. Verification shall be provided prior to consideration of the application. The teacher shall receive a written response to the leave request within a reasonable period of time of the disposition of the request. Reasons for denial will be provided upon written request by the teacher.
5. The teacher granted a Leave for Elective Political Office shall not be eligible for a further leave under this provision until the expiration of an additional three (3) years of consecutive service in the District.
6. At least thirty (30) school days before the expiration date of the Leave for Elective Political Office or at a time agreed to with the Board in cases of leaves of less than sixty school days duration, the teacher shall communicate in writing to the Board indicating the teacher's intention to return to duty (the specific date of return shall be determined by the Board) or requesting of the Board an extension of the leave.
7. The teacher returning from a Leave for Elective Political Office of one year or less and who has been offered a contract for the ensuing school year, shall be entitled to his/her former position, provided it still exists. A teacher whose leave ends during the school year, need not be returned to his/her former position until the beginning of the next school year, if there is a position open for which he/she is qualified at the time the teacher returns from leave. A teacher whose position no longer exists or a teacher returning from a leave of more than one year in duration and who has been offered a contract for the ensuing school year shall be entitled to reassignment to a position at approximately the same grade level or subject area held at the time the leave was requested or to a position for which the teacher is qualified.
8. While on Leave for Elective Political Office:
 - a. No teaching experience shall be granted for purposes of advancement on the salary schedule unless meeting the qualifications of the Minimum School Year (Article 8, Section P) provision of this Agreement.
 - b. The teacher shall retain previously accumulated sick leave and teaching experience credit for salary purposes.
 - c. The teacher may maintain, at no cost to the District, health and hospitalization insurance, provided the premium payments are arranged with the insurance carrier.
 - d. The teacher may continue, at no cost to the Board, individual term life insurance, in accordance with the plan document from the life insurance provider. (2021)

N. LEGISLATIVE LEAVE OF ABSENCE:

1. Teachers elected to serve in the state legislature will be placed on Legislative Leave while conducting official State Legislative business. The leave granted for this purpose shall require a salary reduction equal to the cost of the substitute's daily rate. In cases of no substitute replacement for the teacher (i.e. counselor), the teacher will reimburse the district the standard daily rate of a substitute teacher. In either case, the employee is responsible for the organization and coordination of their regular school responsibilities. While on Legislative Leave for part of the school year, a teacher shall not suffer any curtailment of annual increments, tenure, retirement, seniority rights, insurance contributions or other fringe benefits. All monies the teacher elected to office is legally entitled to, will be retained by the teacher elected to office. (2009)
2. Eligible teachers shall notify the District as soon as feasibly possible after being elected.

3. The teacher returning from a Legislative Leave of Absence and who has been offered a contract for the ensuing school year shall be entitled to his/her former position, provided it still exists. A teacher whose position no longer exists and who has been offered a contract for the ensuing school year, shall be entitled to reassignment to a position at approximately the same grade level or subject area held at the time the leave was requested, or to a position for which the teacher is qualified.

O. GENERAL LEAVE OF ABSENCE: General Leave of Absence is an absence from duty which may be granted at the sole discretion of the Board or their agent(s) for full-time licensed teachers without salary or fringe benefits.

1. Licensed teachers who have been regularly contracted during the past three (3) school years, including current school year, and who have been assigned full-time, duties for all three (3) of these years and who will be offered a contract for the next school year, may apply for a General Leave of Absence.
2. The term of the General Leave shall be for one school year only with the option of one additional year of leave if requested by the teacher and if granted by the District.
3. Teachers may request a General Leave of Absence by forwarding a letter of interest by March 1 (If the date listed in the CBA falls on a non-workday, the deadline will be moved to the next available workday by 5:00 PM) of the current school year to the Human Resources Office. The teacher will receive a written response to the leave request within a reasonable period of time after the disposition of the request, generally by the end of March. (2016) (2025)
4. Teachers on a General Leave of Absence must notify the Human Resources Office of their intentions no later than March 1st (If the date listed in the CBA falls on a non-workday, the deadline will be moved to the next available workday by 5:00 PM) of the leave year. If the teacher has been offered a contract for the ensuing year, the teacher shall be entitled to a position for which the teacher is qualified. (2025)
5. No employment experience shall be granted for purposes of advancement on the salary schedule.
6. The teacher shall retain previously accumulated sick leave and experience credit for salary purposes.
7. The teacher may maintain, at no cost to the District, health and hospitalization insurance, provided the premium payments are arranged with the insurance carrier.
8. The teacher may continue, at no cost to the District, individual term life insurance coverage, in accordance with the plan document from the life insurance provider. (2021)

P. MILITARY LEAVE:

Pursuant to the Uniformed Services Employment and Reemployment Rights Act (USERRA) and the Montana Military Service Employment Rights, the District shall grant military leave to employees for voluntary or involuntary service in the uniformed services of the United States.
See Board Policy 5322 for details. (2011)

<http://www.gfps.k12.mt.us/DistrictInformation/Board/BoardPolicy/bpsecfive.htm#5322>

Q. LEAVE WITHOUT PAY:

Leave without pay is permitted in instances in which FMLA or Illness Leave/Temporary Disability Leave has been approved and/or sick leave is exhausted.

Any other use of leave without pay is an alteration of the individual contract that the teacher signs with the District where it is agreed to: "teach and to render related professional services for the school year. The school year shall consist of 187 days of professional duty to the School District. Actual teacher days shall be not less than 180 days." A request to alter an individual's contract through use of leave without pay must be made through the Leave Without Pay Form and must be approved by both the building principal and the Human Resources' Director. (2019)

ARTICLE 8 - SALARY SCHEDULE AND RELATED BENEFITS

A. SALARY SCHEDULE:

1. 2025-2026 and 2026-2027 School Years: The salary reflected in Appendix B, attached hereto, shall be a part of this Agreement for the 2025-2026 and 2026-2027 school years.

2. If, as of June 15, of any contract year, the total revenue received or anticipated to be received from all sources in the proposed budget is decreased by the equivalent of 1.8% or more of the general fund, any increase in the base of the Teachers' Salary Schedule may, at the discretion of the Board, be declared null and void. The parties shall promptly enter into negotiations over the salary schedule for that and the subsequent school years. The proposed budget is the budget established by the Board to determine the financial need of the District to establish the initial levy amount. The parties, upon the opening of the agreement, may negotiate changes in any section of the contract. Changes, if any, negotiated and mutually agreed upon under this provision, will become an addendum to and supersede only relevant provisions of the current Agreement.
3. If funds are significantly reduced or increased from any source(s) from the date of ratification to the expiration date of the agreement, either party may give notice to the other party within sixty calendar days declaring the intent to renegotiate items related directly to compensation (inclusive of but not restricted to salaries, stipends, and fringe benefits). Opening of the Agreement under such a circumstance does not obligate either party to reduce or increase salaries, stipends, fringe benefits or other compensation. Changes, if any, negotiated and mutually agreed upon under this provision, will become an addendum to and supersede only relevant provisions of the current Agreement.
4. The attached salary schedule(s) are annual salaries for 187 full-time contracted duty days. Contracts for less than 187 full-time duty days or contracts for more than 187 full-time duty days shall be paid on a proportionate basis to the 187 full-time duty day contracts. The District will make a reasonable effort before extending an employment contract to have the mutual consent of the teacher.

B. CAREER INCREMENT:

1. Teaching personnel who are at the maximum of either the BA+20 or the MA+30 columns shall be eligible to receive additional compensation for continuous teaching experience in the Great Falls Public Schools. Approved leaves of absence do not interrupt continuous service, nor do they count as credit toward career increment unless the teacher has fulfilled the Minimum School Year provision of this Agreement. Previously and properly granted credit toward career increment shall be retained, but future advancement shall be made under the terms of this Agreement.
2. Teachers shall receive an annual longevity payment, as built into the current salary schedule, of two percent (2%) of their annual regular salary beginning with the 15th step in the salary schedule at BA+20 and the 16th step in the salary schedule at MA+30; this amount shall be increased to four percent (4%) at the 16th in the salary schedule at BA+20 and at the 17th step in the salary schedule at MA+30; and to six percent (6%) at the 17th step at BA+20 and 18th step at MA+30. These payments shall continue until retirement. (2009) (2011) (2014) (2023)

*This change in contract language is not retroactive and allows for movement of only one step per year.

3. **Longevity Stipend**
Any teacher beyond Step 18 will receive their salary plus an annual \$500 longevity stipend, payable with the first District pay cycle in December. The longevity stipend will be prorated for teachers working part-time or less than a full year. (2025)

C. SEVERANCE PAY:

Note: Please see [TRS regulations](#) regarding the 90-day notice for Irrevocable Election severance option. (2011)

1. A teacher who has completed a minimum of ten (10) years of service in the District as a licensed teacher, including approved leaves of absence, and who resigns from District employment shall receive a payment equal to thirty-three percent (33%) of that teacher's accumulated sick leave (maximum of 187 days) multiplied by that teacher's daily rate of pay. To be eligible for this payment, the teacher shall submit a letter of resignation to the Board no later than December 1 (If the date listed in the CBA falls on a non-workday, the deadline will be moved to the next available workday by 5:00 PM) if terminating employment at the end of the first semester, and March 1 (If the date listed in the CBA falls on a non-workday, the deadline will be moved to the next available workday by 5:00 PM) if terminating employment at the end of the second semester, unless the teacher experiences extenuating circumstances outside his/her control that make him/her unable to perform contracted duties, in which case the Board may waive the notification requirement. (2009) (2011) (2025)

The Board will waive the notification requirements if a teacher is non-renewed or is no longer employed with the district through a Reduction in Force. (2017)

Note: Please see Sick Leave, Article 7.A.4(b), regarding a \$50 credit for each sick leave day beyond the 187 days noted above for retiring teachers.

2. A teacher who has completed two (2) to nine (9) years of service in the District as a licensed teacher, including approved leaves of absence, and who resigns from District employment shall receive a payment of \$50 for each unused and accumulated sick leave day. To be eligible for this payment, the teacher shall submit a letter of resignation to the Board

no later than December 1 (If the date listed in the CBA falls on a non-workday, the deadline will be moved to the next available workday by 5:00 PM) if terminating employment at the end of the first semester, and March 1 (If the date listed in the CBA falls on a non-workday, the deadline will be moved to the next available workday by 5:00 PM) if terminating employment at the end of the second semester, unless the teacher experiences extenuating circumstances outside his/her control that make him/her unable to perform contracted duties, in which case the Board may waive the notification requirement. (2009) (2011) (2016) (2025)

The Board will waive the notification requirements if a teacher is non-renewed or is no longer employed with the district through a Reduction in Force. (2017)

3. In the event a teacher who has completed two (2) years of service in the District, including approved leaves of absence, dies while employed by the District, the teacher's beneficiary shall be entitled to severance pay under the Negotiated Agreement.
4. The District offers a \$250 early notification incentive for any teachers who notify the District of their retirement by no later than 5:00 PM on the first day of school in January of the current school year. This notification must be made in writing or email to the HR Director and is for retirements for the end of the current school year only. The \$250 will be paid out as a part of the teacher's termination pay and is considered taxable income. (2025)

D. GROUP INSURANCE BENEFITS:

1. Health and Hospitalization:

- a. The Board will provide the opportunity to participate in health and hospitalization insurance for all eligible teachers and eligible dependents. The method of establishing the premium payments, stabilization funds, and related financial decisions are for the review and decision of the Board with recommendations by the Insurance Committee.

The District contribution to the total cost of the plan will be no less than 60%. For example, in 2018 the District contributed approximately 6 million when the total plan cost approximately 10 million.

The current members that are now "pooling" will be grandfathered under the past system.

In the event of insurance plan changes, the District and / or the Association reserve the right to reopen negotiations for health insurance only. (2019)

- b. Teachers who are regularly employed for less than a full-time duty day, may participate in the Health and Hospitalization Insurance Program by paying their entire share of the premium prior to the first day of the month following their date of employment. The Board shall pay that amount of the premium that is proportionate to the portion of the duty day that the teacher is employed.
- c. All requirements and insurance benefits shall be subject to the provisions of the policy issued by the carrier.
- d. Benefits shall continue through August 31 of the ensuing school year.

2. Long-Term Disability Insurance:

- a. All full-time teachers shall be provided long-term disability insurance in accordance with specifications adopted by the Board.
- b. All requirements and insurance benefits shall be subject to the provisions of the policy issued by the carrier.
- c. Written benefit provisions shall be provided to each insured employee.
- d. Benefits shall continue through August 31 of the ensuing school year.

3. Term Life Insurance:

- a. All full-time teachers shall be provided term life insurance in the amount of \$50,000 upon ratification or retroactive if insurance carrier so approves.
- b. All requirements and insurance benefits shall be subject to the provisions of the policy issued by the carrier.
- c. Written benefit provisions shall be provided to each insured employee.
- d. Benefits shall continue through August 31 of the ensuing school year.

4. **Change in Benefits:** Any changes in benefits from the present year's coverage will become effective as of the effective date of the contract with the individual insurance carrier for each insurance benefit.
5. **National Health Insurance:** In the event the National government should enact a National Health Insurance Program and this program replaces any part of the existing insurance coverage, there shall be no decrease in total Board contribution in insurance benefits. Negotiations shall be reopened within thirty days after enactment of such legislation to renegotiate any monies made available less the amount necessary to fund the national program.
6. **Retired Teachers:** Teachers retiring from the District may be eligible under State Law for continuing participation in the District insurance program. All requirements and insurance benefits shall be subject to the provisions of the policy issued by the carrier. The teacher shall pay the cost of the entire premium commencing with the first day of the month following the date of retirement, unless the teacher retires at the end of the school year, in which case the insurance premium will be paid through August 31.
7. **Insurance Claims:** It is understood that the District's only obligation under this provision is to purchase insurance policies and pay such premium amounts as agreed to herein, and no claim shall be made against the District as a result of a denial of insurance benefits.
8. **Flex Plan:** The District will provide a flexible benefit plan based on and in compliance with Section 125 of IRS code. The District will assume the administrative cost. Any increase in the monthly employee administrative cost shall be borne equally by the District and the participating employee (50/50).

E. REIMBURSEMENT FOR PROPERTY LOSS:

1. The Board will repair or reimburse teachers the current value up to a maximum of \$500 for any clothing or personal property, except for motorized vehicles where the maximum shall not exceed \$1000, damaged or destroyed as a result of an assault and/or battery or an act of vandalism suffered by the teacher in the course of employment during duty hours or assigned District responsibility. No reimbursement shall be provided for the loss of cash or personal property through negligence. (2025)
2. To apply for reimbursement a "Notice of Loss and Claim for Reimbursement" form must be filed with the teacher's immediate supervisor within ten days of the occurrence of the damage or loss or the claim will be forever waived.
3. A report of the incident shall be filed with the appropriate law enforcement agency, and a copy of the report shall be submitted to the Board along with the claim. A claim for reimbursement from the teacher's insurance carrier(s) shall be made, and a copy of this claim and the insurance carrier(s) response shall similarly be filed with the Board before payment is authorized. Receipts for repair or replacement shall be submitted at the time reimbursement is requested.
4. No reimbursement shall be provided for losses fully covered by insurance or when full reimbursement is obtained from other sources.

- F. **MILEAGE:** Teachers who are required to use personal transportation for travel in performance of assigned duties shall be reimbursed at the rate established by Montana law (MCA 2-18-503). Said travel shall be previously approved by the principal or immediate supervisor. Individual mileage claims for less than \$10 shall be reimbursed with a mileage claim, which exceeds \$10, or with the last employment check, or no later than the end of each fiscal year. (2025)

G. TEACHER'S CONTRACT:

1. The individual teacher's contract of employment with the Board shall be subject to the terms and conditions of this Agreement in the manner required by law, regardless of whether the individual contract is signed prior to or subsequent to the date of execution of this Agreement.
2. A licensed classroom teacher elected to teach in the Great Falls Public Schools shall enter into contract with the Board by signing a Teacher's Contract which shall specify:
 - a. Beginning date and duration period of the contract.
 - b. Annual salary, number of salary payments, and the salary advance option.
 - c. Provisions governing salary payments if the contract is terminated prior to date of completion.
 - d. Period of time allowable between issuance and acceptance of contract.
 - e. That rights and obligations of the parties hereto shall be governed by the laws of the State of Montana and the Personnel Policies adopted by the Board of Trustees.

3. Liquidated Damages: The parties agree that the District will suffer damages that are impractical or extremely difficult to determine in the event the employee breaches this contract by leaving his or her employment with the District prior to the conclusion of the term of this contract. The following liquidated damages are intended to reimburse the District for those impractical or extremely difficult to determine costs: The employee, if not facing discipline or discharge, may be released from this contract prior to the conclusion of the term of the contract provided he/she makes payment for liquidated damages to the District.

The date the District receives the employee's letter requesting to be released from this contract is the date controlling the amount of liquidated damages the employee must pay. The employee's release from this contract subsequent to a request received from June 25 through July 25 is contingent upon payment of five percent (5%) of the salary the employee would earn pursuant to this contract as liquidated damages. The employee's release from this contract subsequent to a request received after July 25 through the end of the current school year is contingent upon payment of ten percent (10%) of the salary, prorated for the remaining duty days, the employee would earn pursuant to this contract as liquidated damages.

The parties agree that the 8th Judicial District Court in and for Cascade County, Montana, shall be the appropriate venue for enforcement and interpretation of this contract, and that the prevailing party in any action brought to enforce or interpret this contract, inclusive of enforcement and/or interpretation of the liquidated damages clause, shall be entitled to an award of reasonable attorney fees and costs.

If a teacher experiences extenuating circumstances, outside their control, that make them unable to perform contracted duties, they may have the above language waived with recommendation from the Superintendent or designee and approval by the Board.

Liquidated damages shall not apply if the teacher submits a letter of resignation to the Board no later than December 1 if terminating employment at the end of the first semester, and March 1 if terminating employment at the end of the second semester.

If the dates listed in this section fall on a non-workday, the deadline will be moved to the next available workday. Any documentation must be received by the Human Resources Department by 5 pm on the deadline. Should the notification be in the form of an email, the date and time sent will serve as reference for receipt. (2025)

H. **RESPONSIBILITY AGREEMENT:** A Responsibility Agreement, contained herein as Appendix C, separate from the teacher's contract, shall be entered into by the Board and the teacher elected to department head or extra or co-curricular positions for which compensation is provided. Payments for Responsibility Agreements shall be included with the teacher's salary check. Upon written request a teacher may elect to receive payment under the following options:

1. Divide the responsibility pay equally by the remaining months in the school year, beginning the month after contracted duties begin.
2. Payment in total at the end of the season or activity in accordance with established payroll cut-off dates.

I. **METHOD OF PAYMENT:**

1. All employees subject to the salary schedule shall be paid on the basis of an annual salary of ten (10) equal payments unless specifically excepted by the teacher's contract.
2. Those teachers returning signed contracts prior to the first day of the school calendar and who have so specified in writing upon their returned contract shall have the contract sum divided into twelve equal amounts. The last three (3) of the twelve equal monthly payments will be paid no later than the 7th calendar day after the last day of school, no later than June 20. If the 7th calendar day after the last day of school falls on a nonbusiness day, the payment will be made on the previous business day. (2011, 2014)
3. Upon written request, a teacher may elect to receive a \$500 advance salary payment. This payment shall be made to the teacher on or before the tenth (10th) contract day of the school year, if earned, provided necessary payroll authorization has been received from the teacher. This authorization for payment and subsequent deduction shall accompany the return of the teacher's signed contract. In no event will the authorization be approved after the first (1st) day of the school year. This salary payment amount is to be deducted in totality from the September paycheck.
4. Payment shall be made on the 20th day of each month, September through May. If the 20th falls on a vacation or weekend, September through May, the last day worked prior to the vacation or weekend will be considered payday. If the 7th calendar day after the last day of school falls on a nonbusiness day, the payment will be made on the previous business day. (2011, 2014)

J. DEDUCTIONS FOR ABSENCE:

1. In the event that a teacher absence not covered or not allowed in the express language of other provisions of this Agreement is approved, a deduction of salary in minimum units of one-half day may be made for each day of absence. Absences not approved may result in disciplinary action.
2. No deductions will be made for any period of the school year in which the Board closes schools because of an epidemic, flood, fire, or inclement weather; however, it is to be understood that any such days may be required by the Board to be made up without additional compensation and at such times as determined by the Board.

K. PLACEMENT ON THE SALARY SCHEDULE:

1. All new teachers hired by the District will be placed at Column 1 Row 2 of the salary schedule until the following required documents are received by Human Resources. The documents required are listed below:
 - All official transcripts
 - All work verifications
 - Teacher licensure signed by the County Superintendent of Schools
 - a. Official documents shall be submitted to the Human Resource Office not later than 5:00 PM December 10. If this date falls on a non-workday, the deadline will be moved to the next available workday. When the official documents are presented, the teacher shall be placed on the appropriate cell on the salary schedule and shall receive the retroactive pay to the beginning of the school year.
 - b. When the official documents are received after the December 10 deadline, the teacher shall be placed on the appropriate cell on the salary schedule effective the next pay period, without retroactivity. (2025)
2. For the purposes of placing teachers new to the system on the salary schedule, credit shall be granted on a 1:1 basis for all previous contracted teaching or administrative experience in fully accredited schools up to a maximum of ten (10) years. Teachers with an emergency authorization license will start at BA, Step 1. At the fulfillment of licensure, they will be moved to BA, Step 2. (2017) (2023) (2025)
3. Licensed teachers who are teaching in specialty areas such as Family & Consumer Science, Industrial Technology, and other Class 4 licensed teachers may be provided educational years of work experience. Work experience must be directly related to the employee's teaching area as described in the Dictionary of Occupational Titles (DOT). Initial placement will be based on BA= 5,000 hours of verified work experience, BA+10 = 10,000 hours of verified work experience, BA+20 = 15,000 hours of verified work experience. (2025)
4. A teacher who has been absent from teaching for seven (7) years or more at one time shall not be given credit for any teaching or administrative experience prior to the period of absence. (2017)
5. Should a teacher's placement be in question or need a review the Salary Placement Committee, composed of the HR Director, GFEA President, Compensation Specialist, and appropriate Cabinet member may conduct a review. Consensus of the committee will determine placement. (2025)

L. MAINTENANCE AND CHANGE OF STATUS ON THE SALARY SCHEDULE: A change of status on the salary schedule may be affected by:

1. Increase in teaching experience (step advance) up to the maximum level for the teacher's preparation status (salary lane).
2. Increase in preparation status warranting a change of status from one preparation level (salary lane) to another.

M. CREDIT FOR RELATED COURSES: Work taken in special fields or courses taken, for which credit is not allowed by the college or university, shall be approved by the Superintendent prior to the teacher's enrollment in the course. Such credit may be counted toward changes of status upon recommendation of the Superintendent and approval of the Board of Trustees.

N. ADVANCEMENT OF POSITION ON SALARY SCHEDULE:

1. A teacher is entitled to advance one vertical step on the established salary schedule provided:
 - a. The Minimum School Year requirement has been met.
 - b. The teacher is not at the maximum of his/her preparation column.

Not more than one vertical step will be allowed in any one year. (2019)

2. Fifteen (15) quarter hours or ten (10) semester credit hours of professional training shall entitle the teacher to advance one column to the right on the salary schedule. Professional training shall meet standards set forth in Sections 4 and 5, below. (2021)
3. The Bachelor's Degree must be earned prior to placement on the BA lane or advancement to the "BA+10" lane or the "BA+20" lane. The Master's Degree must be earned prior to placement on the MA lane or advancement to the "MA+10" lane, "MA+20" lane", or the "MA+30" lane. Any professional preparation for advancement on the salary schedule beyond the Bachelor's Degree column or Master's Degree column must be started after the degree has been earned. (2014)
4. Any professional preparation for advancement on the salary schedule beyond the Bachelor's Degree column or Master's Degree column must be granted by an accredited college or university.
5. **To be acceptable toward advancement on the salary schedule, accredited college or university, credits earned must meet one of the following criteria (2025):**
 - a. be related to the individual's academic teaching fields or extracurricular assignments, effective instructional strategies, or be a course in special education, or
 - b. be included in a planned and previously approved curriculum (by the college or university granting the degree) leading to an advanced degree, or
 - c. be part of a planned program leading to certification and/or endorsement in another area, or a maximum of four semester hours per lane change will be allowed for course work that does not fit category (a), (b) or (c), above.
 - d. Credits noted as Professional Development units, Continuing Education Credits, or other similar descriptions on the official transcripts will not be approved for movement on the salary schedule. (2025)
6. To ensure that courses meet the standards set forth above and to ensure that they can be utilized for advancement on the salary schedule, a **PRIOR CREDIT APPROVAL FORM** is to be completed and submitted to the Human Resource Office preferably prior to taking the course. The form is available from the Human Resource Office.
7. When attending a workshop or conference for which the District has paid the registration and/or takes place during the teaching contracted day, college credit may be earned. Additionally, when attending a workshop or conference outside of the contracted day for PIR or pay, college credit may be earned. (2009, 2011)
The credits earned may be used for advancement on the salary schedule under the following conditions:
 - a. The **PRIOR CREDIT APPROVAL FORM** is completed and the course meets the standards set forth in sections 4 and 5 above, and
 - b. The college credit costs are paid solely by the teacher, and
 - c. Additional course work is required by the college or university, in addition to attending the workshop/conference, in order to earn the credit (i.e. a paper, outside reading, a project, etc.)
8. **Credit for advancement on the salary schedule may be granted for certified staff (Class 4B and 4C only) teaching specialty areas such as Family & Consumer Science or Industrial Technology through verified work experience (pre-approval required). Additional hours of work experience outside of the GFPS will be allowed according to the following scale: 90 hours of verified work experience will be equivalent to 1 credit hour. 40 hours of Continuing Education Credits will be equivalent to one (1) college credit hour. Individuals with a class 4B or 4C may move from the BA+20 to the MA level by earning an additional 10 college semester credits that are approved for advancement by HR and are verified to build teacher pedagogy related to teaching in their field. These 10 credits must be earned after placement at the BA+20 level. No teacher with a 4B or 4C will move above the MA level without completion of a master's degree. (2025)**
9. A teacher may advance horizontally as many lanes as the teacher is entitled by additional professional preparation provided the Bachelor's or Master's (whichever is applicable) has been earned and granted as provided above.

O. EVIDENCE OF ADDITIONAL PREPARATION:

1. An official transcript of credits shall be required for proper placement on the salary schedule.
2. **Official transcripts of credits for additional professional preparation if sufficient to advance the teacher's preparation status shall be submitted to the Office of the Superintendent not later than December 10 (If the date listed in the CBA**

falls on a non-workday, the deadline will be moved to the next available workday by 5:00 PM) of the school year in which a change is to become effective. When the official transcript is presented, the teacher shall advance to the new preparation level and shall receive the retroactive pay to the beginning of the school year. (2021) (2025)

3. When the official transcript is issued after the December 10 deadline, the teacher shall advance to the new preparation level and shall receive the new salary amount in the next pay period, as per predetermined payroll deadlines, without retroactivity. (2011) (2021)
4. In the case of a teacher being hired at semester time or a teacher returning from leave of absence at the end of the first semester, said teacher shall be granted additional time until March 1 (If the date listed in the CBA falls on a non-workday, the deadline will be moved to the next available workday by 5:00 PM) to present evidence in the form of an official transcript and shall receive the retroactive pay to the beginning of the second semester. (2011) (2025)

- P. **MINIMUM SCHOOL YEAR:** Not less than 135 days of continuous District employment in one school year shall count as a full year of teaching experience for purposes of advancement on the Salary Schedule. Part-time service may be accumulated within three consecutive school years, and when part-time service totals to the equivalent of regular full-time service, an increment shall be granted for the following school year. When the increment is earned and granted, the part-time service accumulation shall start anew with the first day of service in the subsequent school year. No increment in salary shall be granted for less annual service except as allowed in the Legislative Leave provision.

It is the responsibility of the teacher to notify the District when his/her accumulated service entitles him/her to Salary Schedule advancement prior to the completion of his/her then current contracted employment.

- Q. **DEPARTMENT HEAD COMPENSATION:** All department head positions created and approved will be compensated as itemized in Appendix D.
- R. **EXTRA AND CO-CURRICULAR COMPENSATION:** All extra and co-curricular positions created and approved will be compensated as itemized in Appendix E.
- S. **HOURLY RATE:** Teachers filling positions which require certification and who are paid on an hourly basis shall be compensated at the following rate:

When teaching students: No less than \$27.00 per hour (2023)

When not teaching students: No less than \$22.00 per hour (2011) (2023)

Class coverage resulting in a loss of prep time: \$35.00 per hour, rounded up to the nearest 15 minutes. (2019)

Elementary specialists (Counselors, Librarians, General Music, Instrumental Music, Art, Health Enhancement, and Intervention), with scheduled student contact time, covering classroom teachers without a substitute will be compensated \$35 per half day. (2025)

All teachers paid at the hourly rate must have prior approval of the appropriate administrator.

- T. **STUDENT TEACHER SUPERVISION STIPEND:** Remuneration allowed by the university or college for student teacher supervision shall be paid directly to the teacher or teachers who supervised the cadet teacher. Remuneration is determined by university or college policy.
- U. **NATIONAL CERTIFICATION FEES:** The District shall budget \$10,000 annually for payment of National Certification or Recertification Fees for teachers who have successfully completed the National Board Certification. Licensed teachers who have been regularly contracted during the past three school years, including the current school year, and who have been assigned full-time in-district may apply. (2021)

The teacher will submit their receipts along with evidence of successful passing. The \$10,000 will be split equally among the applicants up to a total of each teacher's receipts. Submission date March 1 (If the date listed in the CBA falls on a non-workday, the deadline will be moved to the next available workday by 5:00 PM). Payment will be remitted with the last paycheck for the school year. (2019) (2021) (2025)

The Board agrees to pay a National Board Certificated teacher a stipend of \$1,250 per year for the duration of the certificate.

V. GFPS SUMMER VIRTUAL ACADEMY:

1. Job vacancies will be advertised for GFPS Summer Virtual Academy per Article 6 – Section L.
2. Pay for teaching GFPS Summer Virtual Academy courses will be as follows:
 - a. Base of \$500 per section plus \$105 per student per section maximum 25 students per section (2017)

W. CASE MANAGEMENT DAY FOR SPECIAL EDUCATION TEACHERS:

1. Special education teachers are eligible for two (2) case management days at their daily rate to be utilized outside their regularly contracted days. The days may be used in half or full day increments. The days are to be approved by the building's principal and the appropriate Executive Director of Student Achievement. Special education teacher case-management days must be utilized prior to the end of the budget year. Unused days do not carry over from year to year. (2023)

ARTICLE 9 – GRIEVANCE PROCEDURE

A. DEFINITIONS:

1. Grievance – an alleged breach of an express provision of this Agreement on a signed, written complaint filed on the Formal Grievance Presentation Form.
2. Aggrieved Party - the teacher or teachers or the Association asserting the grievance.
3. Parties of Interest - the teacher or teachers asserting the grievance, any person or persons assisting in processing the grievance, any person or persons who might be required to take action, or against whom action might be taken, in order to resolve the grievance.

B. PURPOSE:

1. The purpose of this procedure is to secure, at the lowest possible administrative level, and in an atmosphere of courtesy and cooperation, equitable solutions of grievance(s), which may arise.
2. Nothing contained in this article of this Agreement shall be construed to prevent any teacher from discussing a problem with the administration and having it adjusted, providing that any resolution of the problem shall be consistent with the terms of the current Agreement.

C. RIGHTS TO REPRESENTATION: The aggrieved party must be present at all meetings and hearings and may be represented at all meetings and hearings at all levels and stages of the grievance procedure by an Association representative. No meeting on a grievance shall take place at any level or stage of the grievance procedure unless the Association has been notified of the time and location of the meeting.

D. TIME LIMITS: All time limits shall consist of working days. The time limits specified herein may be extended by written, mutual consent.

E. ELECTION OF STATUTORY OR CONTRACTUAL PROCEDURES AND WAIVER:

1. Nothing herein shall be construed to prevent either party from seeking redress through such administrative or judicial remedies provided under state or federal law for the purposes of enforcing the provisions of this Agreement except as provided below.
2. In the event that a teacher is disciplined, reprimanded, reduced in compensation, suspended, non-renewed, whose contract is terminated as defined in Sections 20-4-204 or 20-4-206 MCA, dismissed as defined in Section 20-4-207 MCA, laid off or recalled as defined in Article 8(K); or other District action is taken within the meaning of Article 6(C), or Article 4(A), the teacher and his/her representative, the Association, together and as one, shall have the right to pursue either statutory or contractual grievance procedure rights and remedies, but not both. In the event that the teacher and the Association, or either one alone, formally initiate any judicial or administrative procedure against the Board, based upon statutory law or otherwise, it is expressly agreed by the teacher and the Association that contractual grievance procedures contained in Article 5 are forever waived, shall not apply, and shall have no force or effect. In the event that

the contractual grievance procedure is initiated, the signed grievance shall contain an acknowledgment that all statutory procedures, rights, and remedies are expressly waived.

F. PROCEDURE:

1. **Level One (1) - Within twenty-one (21) days of the occurrence of the grievance, or within twenty-one (21) days of the time that the aggrieved party becomes aware of the occurrence of the grievance, or with reasonable diligence should have become aware of the occurrence of the grievance, the grievant shall present the appropriate administrator with the signed, written complaint on the appropriate form. An attempt to resolve the grievance through discussion shall be made within fourteen days. The administrator must render a decision within seven days of the discussion. (2025)**
2. **Level Two (2) - If the grievance is not resolved at Level One (1), the decision may be appealed in writing on the appropriate form to the office of the Superintendent or designee within seven days of the receipt of the Level One (1) decision. If the grievance is properly appealed, the Superintendent or designee shall meet with the aggrieved party, Association representative, and the parties of interest within seven days to discuss and attempt to resolve the grievance. The decision reached in Level Two (2) shall be issued in writing to the aggrieved party if not represented by the Association and to the Association no later than fourteen (14) days following the Level Two (2) meeting.**
3. **Level Three (3) - If the grievance has not been resolved at Level Two (2), the decision may be appealed to the Board for consideration within seven(7) days of the receipt of the Level Two (2) decision or within fourteen (14) days of the date of the meeting in the event no decision has been rendered, by filing a written copy thereof with the Clerk of the Board and with the Superintendent or designee. The Board or a committee thereof shall meet with the aggrieved party, Association representative, and the parties of interest at its next regular meeting. The disposition of the grievance shall be indicated in writing to the aggrieved and to the Association if not represented by the Association no later than the next regularly scheduled Board meeting following the meeting during which the grievance was originally considered by the Board or committee thereof.**
4. **Level Four (4):**
 - a. If the grievance remains unresolved at the conclusion of Level Three (3), the grievance may be submitted to the Board by the Association for binding arbitration, provided written notice of the request for submission to arbitration is delivered to the Clerk of the Board and to the Superintendent or designee within fourteen (14) days of the date of receipt of the decision at Level Three (3) or within twenty-one (21) days of the date of the Level Three (3) meeting in the event no decision has been rendered.
 - b. If the parties cannot agree as to the arbitrator within seven (7) days from the date of notification that arbitration will be pursued, the Board of Personnel Appeals shall be called upon to submit a list of seven (7) names of arbitrators. Within seven (7) days of the receipt of the list, the parties shall select an arbitrator by striking names from the list in alternate order, and the name thus remaining shall be forwarded to the Board of Personnel Appeals. The Board of Personnel Appeals shall notify the arbitrator of his/her selection. The date of the arbitration hearing shall be arranged by the arbitrator in consultation with the Board and the Association. Within thirty (30) days of the date the hearing is closed, the arbitrator shall make an award unless other time limits are required of the arbitrator.
 - c. Rules of procedure to govern the hearing shall be fixed by the arbitrator, and the award, when signed by the arbitrator and submitted to the Association and to the Board within the prescribed time limits, shall be final and binding and shall be subject to rulings in a court of competent jurisdiction.
 - d. The arbitrator shall have no power to add to, subtract from, or alter or vary in any way the express terms of this Agreement, nor imply any restriction or burden against either party that has not been assumed in this Agreement. The arbitrator shall have no authority to rule on a non-germane issue of law.
 - e. The fees and expenses of the arbitrator shall be shared jointly and equally between the Board and the Association. Neither party shall be required to pay any part of the cost of a stenographic record without its consent, provided that failure of a party to share the cost of such record shall be deemed a waiver of the party's right of access to the record.

G. MISCELLANEOUS:

1. The aggrieved party and the principal or immediate supervisor may agree in writing that Level One (1) of the grievance procedure be bypassed, and the grievance processed at Level Two (2).
2. Grievance meetings and hearings shall be conducted at a time that will provide an opportunity for the aggrieved party and all parties of interest to be present. When mutually scheduled meetings and hearings are held during the duty day, persons required to participate in the meeting or hearing shall be excused without loss of pay or other benefits. The party requesting the participation of the Board employee shall be liable for the cost of a substitute teacher for each

day a teacher is absent whether or not a substitute is hired, with the single exception that the Board will be liable for the wages of the grievant. All meetings and hearings mutually agreed to and held on District property shall be scheduled by the District. Meetings or hearings requested on neutral property shall be arranged and paid for by the requesting party.

3. Reprisals shall not be taken against any party of interest in the grievance procedure by reason of such participation.
4. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants and shall be treated as confidential material. These materials shall not be reviewed for decisions regarding reemployment, promotion, assignment, or transfer.
5. The failure of the aggrieved party to proceed from one step of the grievance procedure to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal through the grievance procedure concerning the particular grievance.
6. Notwithstanding the expiration of this agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
7. It shall not be permitted to assert in such arbitration proceeding any ground not specified in the original written grievance. Neither the Board nor the Association shall rely on any evidence not previously disclosed to the other party.

H. LABOR MANAGEMENT COMMITTEE:

The District and the Association agree to establish a Labor Management Committee. The purpose of the committee is to discuss, explore and study problems referred to it by the parties to this agreement. The committee shall have no authority to change, delete or modify any of the terms of the existing Agreement, or to settle grievances arising under the Agreement. The committee will meet a minimum of four (4), but not more than eight (8) times per year. The committee will establish ground rules at its first meeting. (2019)

ARTICLE 10 - NO STRIKE AGREEMENT

- A. The Association agrees that it will not cause or authorize any strike or concerted activity to occur during the life of this Agreement. The Board agrees that it shall not lock out any employee covered by this Agreement.
- B. In the event of any strike or concerted activity the Association agrees to immediately instruct teachers violating this provision that said activity is unauthorized by the Association and in violation of this Agreement and that such teachers are to discontinue said activity and immediately return to work. If these teachers do not resume work immediately upon being so instructed, they shall be subject to discipline, including discharge.

ARTICLE 11 - AGREEMENT CONSIDERATIONS

A. EFFECT:

1. This Agreement constitutes the full and complete agreement between the Board and the Association. This Agreement shall supersede any and all prior rules, policies, regulations, practices, agreements, or understandings concerning terms and conditions of employment heretofore in effect which shall be contrary to or inconsistent with the provisions of this Agreement.
2. This Agreement shall not be interpreted to eliminate past practices unless they are inconsistent with this Agreement. It is recognized that certain hours and other conditions of employment may, by past practice, not conform to the express language of this Agreement. These practices may continue during the term of this Agreement or may be changed by the Board to conform or more nearly conform to the express language of this Agreement.
3. In the event of a material alteration of an established prior teacher benefit not addressed in this Agreement during the term of this agreement, the parties mutually agree to bargain in good faith upon such prior teacher benefit so altered when requested by the Association. This section applies only to the mandatory bargaining subjects of wages, hours, fringe benefits, and other conditions of employment.

B. SAVINGS CLAUSE:

1. Parties recognize that all provisions of this Agreement are subject to the laws of the State of Montana, federal laws, and valid rules, regulations, and orders of the state and federal government agencies. Any provisions of this Agreement

or application of this Agreement to any employee or group of employees found to be in violation of any such laws, rules, regulations, directives, and orders shall be null and void and without force and effect. The parties will meet not later than fifteen school days after notification to both parties of such findings for the purpose of negotiations on the specific provision(s) found to be in violation. All other provisions shall remain in full force and effect.

2. In the event either party fails or refuses to negotiate within fifteen days after written notification to amend the contract to comply with such findings, such offending party shall indemnify, defend, and save the other harmless against all claims, demands, suits, and other liability and court costs which shall result from such refusal.
 3. It is further understood that either party's refusal to comply with such findings as defined above shall subject the refusing party to the same indemnification agreement as to the other party.
- C. **CONFORMITY TO LAW:** No teacher shall be bound by any provision, rule, or regulation expressed or implied except as written in this Agreement or other Board policy, or by action of the Legislature or the Montana Superintendent of Public Instruction. Nothing in this provision shall be construed so as to limit or prohibit the right and authority of any administrator or supervisor to manage, supervise, or administer his/her department or building so long as his/her directives are not in conflict with this Agreement or other written Board policy or the laws of Montana and/or actions of the Montana Superintendent of Public Instruction.
- D. **EFFECTIVE PERIOD:** This Agreement shall be effective as of July 1, 2025 and shall continue in full force and effect until June 30, 2027.
- E. **PRINTING AND DISTRIBUTION OF AGREEMENT:** This Agreement will be printed and distributed at the expense of the Board by September 1 or within sixty (60) calendar days of ratification by the parties. Methods of dissemination will include:
- Hard copies provided to each building as per GFEA, Local 7583, distribution numbers and to all teachers new to the District.
 - Electronic version posted on the GFPS website within the HR pages.
 - Electronic version and URL address emailed to all teachers.
 - Hard copies provided to the Association. (2012)
- F. **REOPENING OF AGREEMENT:** If either the Association or the Board desires to modify or amend this Agreement commencing the day following the expiration noted above, notice of intent to bargain shall be given to the other party no later than January 1 prior to this Agreement's expiration date, and bargaining shall begin no later than March 1 prior to this Agreement's expiration date.

ARTICLE 12 - DATE AND SIGNATURES

This Agreement is entered by and between the Board of Trustees of School District One and A, Great Falls, Montana, and the Great Falls Education Association.

In Witness Whereof,

This Agreement is signed this ____ day of _____, 2025.

FOR: BOARD OF TRUSTEES,
SCHOOL DISTRICT No. 1 & A

FOR: GREAT FALLS EDUCATION
ASSOCIATION

Board of Trustees Chair

Tom Cubbage, Unit President

Clerk of the Board

Unit Secretary

Negotiations Committee Chair

Negotiations Committee Chair

Signed copy on file at the GFEA Office and the Human Resource Office.

APPENDIX A - APPROPRIATE UNIT

The parties agree that the following positions are exclusions from the definition of the Appropriate Unit as contained in Article 1, Section E, paragraph 2:

- Home-School Coordinator
- Psychologist
- Speech Pathologist
- Tutor (unless contracted)
- Social Worker
- Nurse
- Occupational Therapist
- Physical Therapist
- Para Professional

Finally, the parties agree that this memorandum intends to clarify the definition of the Appropriate Unit regarding those questionable or disputed positions contained herein. It is further intended to serve as a guide for proper inclusion/exclusion of any new but similar positions that may be created during the life of the Negotiated Agreement.

This memorandum shall be attached to the Master Agreement.

APPENDIX B - SALARY SCHEDULES

SCHOOL YEAR 2025-2026

BACHELOR'S DEGREE				MASTER'S DEGREE			
STEP	B.A.	B.A.+10 Semester Hours	B.A.+20 Semester Hours	M.A. Semester Hours	M.A.+10 Semester Hours	M.A.+20 Semester Hours	M.A.+30 Semester Hours
1	\$40,819	\$42,124	\$43,472	\$44,778	\$46,104	\$47,413	\$48,738
2	\$42,329	\$43,781	\$45,248	\$46,696	\$48,146	\$49,597	\$51,045
3	\$43,840	\$45,431	\$47,023	\$48,615	\$50,188	\$51,780	\$53,354
4	\$45,350	\$47,084	\$48,800	\$50,537	\$52,225	\$53,964	\$55,659
5	\$46,861	\$48,738	\$50,575	\$52,454	\$54,270	\$56,144	\$57,963
6	\$48,371	\$50,393	\$52,350	\$54,371	\$56,310	\$58,332	\$60,269
7	\$49,880	\$52,046	\$54,127	\$56,290	\$58,352	\$60,515	\$62,576
8	\$51,392	\$53,697	\$55,903	\$58,208	\$60,392	\$62,697	\$64,882
9	\$52,902	\$55,349	\$57,678	\$60,126	\$62,433	\$64,882	\$67,188
10	\$54,412	\$57,002	\$59,454	\$62,047	\$64,474	\$67,067	\$69,494
11	\$55,923	\$58,659	\$61,230	\$63,963	\$66,515	\$69,249	\$71,803
12	\$57,433	\$60,311	\$63,007	\$65,882	\$68,556	\$71,434	\$74,108
13	\$57,433	\$61,964	\$64,782	\$67,800	\$70,598	\$73,619	\$76,414
14	\$57,433	\$61,964	\$66,557	\$69,720	\$72,637	\$75,800	\$78,720
15	\$57,433	\$61,964	\$67,886	\$71,638	\$74,683	\$77,986	\$81,030
16	\$57,433	\$61,964	\$69,218	\$71,638	\$74,683	\$77,986	\$82,653
17	\$57,433	\$61,964	\$70,555	\$71,638	\$74,683	\$77,986	\$84,267
18	\$57,433	\$61,964	\$70,555	\$71,638	\$74,683	\$77,986	\$85,890

The District may place teachers with STARS recognized certification on the salary schedule in the column representing their education level and step that is 70% of the average teacher's pay or 11X QEP, whichever is higher. These teachers will be advanced to next step when their teaching experience (inside and outside of the District) qualifies them under the terms of this Agreement or it becomes necessary in order to meet the requirements of STARS. Step 10 is the maximum step at which new teachers may enter the District. The Doctoral stipend shall be \$1,250. The National Board Certification stipend shall be \$1,250 per year for the duration of the certificate. Compensation for JROTC positions will be determined by the Department of Defense guidelines. Teachers with an emergency authorization will start at BA, Step 1. At the fulfillment of STARS recognized certification, they will be moved to the appropriate step detailed above. (2016) (2017) (2023) (2025)

SCHOOL YEAR 2026-2027

BACHELOR'S DEGREE				MASTER'S DEGREE			
STEP	B.A.	B.A.+10 Semester Hours	B.A.+20 Semester Hours	M.A. Semester Hours	M.A.+10 Semester Hours	M.A.+20 Semester Hours	M.A.+30 Semester Hours
1	\$42,044	\$43,388	\$44,776	\$46,122	\$47,487	\$48,835	\$50,200
2	\$43,599	\$45,094	\$46,606	\$48,097	\$49,590	\$51,084	\$52,577
3	\$45,155	\$46,794	\$48,433	\$50,073	\$51,693	\$53,333	\$54,955
4	\$46,711	\$48,496	\$50,264	\$52,053	\$53,792	\$55,582	\$57,328
5	\$48,267	\$50,200	\$52,092	\$54,028	\$55,898	\$57,829	\$59,702
6	\$49,823	\$51,905	\$53,920	\$56,002	\$57,999	\$60,081	\$62,077
7	\$51,377	\$53,607	\$55,751	\$57,979	\$60,103	\$62,330	\$64,453
8	\$52,933	\$55,308	\$57,580	\$59,954	\$62,204	\$64,578	\$66,829
9	\$54,489	\$57,009	\$59,408	\$61,930	\$64,306	\$66,829	\$69,204
10	\$56,044	\$58,712	\$61,237	\$63,909	\$66,408	\$69,079	\$71,579
11	\$57,601	\$60,419	\$63,067	\$65,882	\$68,511	\$71,327	\$73,957
12	\$59,156	\$62,120	\$64,897	\$67,858	\$70,612	\$73,577	\$76,332
13	\$59,156	\$63,823	\$66,725	\$69,834	\$72,716	\$75,827	\$78,706
14	\$59,156	\$63,823	\$68,554	\$71,811	\$74,816	\$78,074	\$81,081
15	\$59,156	\$63,823	\$69,923	\$73,787	\$76,923	\$80,325	\$83,460
16	\$59,156	\$63,823	\$71,295	\$73,787	\$76,923	\$80,325	\$85,133
17	\$59,156	\$63,823	\$72,672	\$73,787	\$76,923	\$80,325	\$86,795
18	\$59,156	\$63,823	\$72,672	\$73,787	\$76,923	\$80,325	\$88,466

The District may place teachers with STARS recognized certification on the salary schedule in the column representing their education level and step that is 70% of the average teacher's pay or 11X QEP, whichever is higher. These teachers will be advanced to next step when their teaching experience (inside and outside of the District) qualifies them under the terms of this Agreement or it becomes necessary in order to meet the requirements of STARS. Step 10 is the maximum step at which new teachers may enter the District. The Doctoral stipend shall be \$1,250. The National Board Certification stipend shall be \$1,250 per year for the duration of the certificate. Compensation for JROTC positions will be determined by the Department of Defense guidelines. Teachers with an emergency authorization will start at BA, Step 1. At the fulfillment of STARS recognized certification, they will be moved to the appropriate step detailed above. (2016) (2017) (2023) (2025)

APPENDIX C- RESPONSIBILITY AGREEMENT

RESPONSIBILITY AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the Trustees of School District No. 1 and A and _____, a teacher regularly employed in School District No. 1 and A, hereinafter designated as teacher,

Witnesseth:

THAT said teacher is hereby retained by School District No. 1 and A for a period of one year to perform services consisting of: _____ at _____ School, which are hereby designated as responsibility premium duties, and that for these services the School District agrees to pay _____ for the _____ school year; that the teacher agrees that payments for these services rendered to School District No. 1 and A shall not in any way comprise a part of the basic teaching contract; that these duties and the consideration therefore shall terminate at the conclusion of said school year. Should the responsibility of this agreement not be fulfilled in totality, the pay will be prorated.

☐

Divide my responsibility pay equally by the remaining months in the school year, beginning the month after contracted duties begin.

APPENDIX D- DEPARTMENT HEAD COMPENSATION

- A. All department head positions created and approved will be compensated as follows. Indices are computed on the base salary. (2009)

Subject Area	Compensation
Art	0.021140
Business Education	0.051576
Counseling	0.051576
English	0.051576
Family and Consumer Science	0.021140
Foreign Language	0.021140
Health Sciences (2021)	0.021140
Math	0.051576
Media Center	0.021140
Music and Drama	0.021140
PE/Health	0.021140
Science	0.051576
Social Studies	0.051576
Special Education	0.051576
Trades and Industry	0.035154

- B. All department heads listed above will be expected to assume a regular classroom teaching load. Other duties may be assigned the department head by the principal on days when there are no department duties to be discharged.
- C. Middle School Coordinators and Team Leaders: (2009)

Position	Compensation
Team Leader	0.051576
Coordinator	0.049100
Yearbook	\$500 per school
Science Olympiad	\$500 per school
Secondary Counselor Lead	0.051576

Specific job descriptions and duties of these positions at each Middle School will be made available to all Middle School teachers prior to any assignments to the positions.

- D. Elementary School Coordinators (2019):

*Unless otherwise shown, there is one (1) stipend for each position.

Position	Compensation
Gifted Education	0.051576
Library	0.051576
Health Enhancement	0.051576
Elementary Counselor Lead	0.051576

APPENDIX E- EXTRA & CO-CURRICULAR COMPENSATION

All extra and co-curricular positions created and approved will be compensated as follows. Upon mutual agreement of the affected employees and the District, stipends may be split between co-sponsors at the discretion of the high schools. Indices are computed on the base salary. (2025)

Longevity payments will be computed on the base salary (Column 1, Step 1) of the current year's salary schedule beginning with the 1999-00 school year. Longevity for purposes of placement on the extra and co-curricular salary schedule is defined as the number of years of continuous experience in the district for a particular activity (gender is not important), in compliance with FMLA, other applicable state and federal laws, and Board policy. Movement in position within the same discipline is viewed as continuous experience, regardless of grade level. An absence of no more than one school year will not result in loss of longevity. The following longevity scale applies to extra and co-curricular positions (2012) (2016) (2019):

LONGEVITY					
Years of continuous district experience	0-3	4-8	9-13	14-18	19+
Longevity percentage	1.0	1.05	1.10	1.15	1.20

ELEMENTARY	
Elementary Art	0.00318
Track Coach	0.02409
Track Assistant Coach (12 or more signed up) (2023)	0.01245
Elementary Cross-Country Coach (2023)	0.02409
Cross Country Assistant Coach (12 or more signed up) (2023)	0.01245

*Unless otherwise shown, there is one (1) stipend per high school. (2016) (2019)

HIGH SCHOOL	
Art Director (1 each CMR and GFHS)	0.02409
Assistant Art Director (1 each, CMR, GFHS and PGEC)	0.01245
Athletic Trainer, Certified (Fall) (2023)	0.14090
Athletic Trainer, Certified (Winter) (2023)	0.14090
Athletic Trainer, Certified (Spring) (2023)	0.14090
Athletic Trainer Assistant	0.18470
Band Director	0.14090
Band Director Assistant (Marching Band ends at end of football season) (revised 2019)	0.04021
Basketball Head Coach (one (1) for boys and one (1) for girls)	0.17006
Basketball Assistant Coach (Three (3) assistant coaches for boys, 3 assistant coaches for girls at each high school)	0.11459
Chorus Director (Two (2) per high school) (2023)	0.14090

Cheerleader Coordinator (fall) (Two (2) per high school)	0.04697
Cheerleader Coordinator (winter) (Two (2) per high school)	0.04697
Cheerleader Coordinator (spring/summer) (Two (2) per high school)	0.04697
Color Guard	0.07233
Cross Country, Head Coach	0.10129
Cross Country, Assistant Coach	0.07233
Work Experience Coordinator	0.07233
Drama Director	0.14090
Drill Team Coordinator (fall)	0.04697
Drill Team Coordinator (winter)	0.04697
Drill Team Coordinator (spring/summer)	0.04697
FFA Coordinator (One (1) total for both high schools)	0.07233
Football, Head Coach	0.17006
Football, Assistant Coach (Seven (7) per high school)	0.11459
Football Head 9 th Grade (Six (6) per high school)	0.06027
Forensics/Speech & Debate Head Coach	0.14090
Forensics, Assistant Coach (Four (4) per high school)	0.09043
Golf, Coach	0.09043
Golf, Assistant Coach	0.045215
HOSA Coordinator	0.07233
Indian Education Advisor (2) (2023)	0.05511
Intramural Director (One (1) per high school) (2019)	0.06027
Leadership High School Sponsor (2023) (0.5 of this stipend at PGEC or 1.0 if greater than 8 students participate) (2025)	0.051576
Musical Director (Vocal) (1 total for both high schools, alternating between high schools every other year)	0.02409
Musical Director (Instrumental) (1 total for both high schools, alternating between high schools every other year)	0.02409
Musical Director (Acting) (1 total for both high schools, alternating between high schools every other year) (revised 2019)	0.02409
Office Education Coordinator	0.07233
Orchestra Director	0.14090
Pep Band Director	0.02409
School Newspaper	0.14090
School Yearbook	0.14090
Skills USA	0.07233

Soccer Head Coach (1 boys & 1 girls)	0.10129
Soccer, Assistant Coach (1 boys & 1 girls)	0.07233
Softball, Head Coach	0.14090
Softball, Assistant Coach (Three (3) per high school)	0.09043
Stagecraft	0.14090
Strength Coord (each HS, Summer, Fall, Winter, Spring) (2021)	0.04824
Swimming, Head Coach	0.14090
Student Council (Two (2) per high school) (2019)	0.051576
Swimming, Assistant Coach	0.09043
Tennis, Coach	0.10129
Tennis Coach, Assistant	0.07233
Track, Head for both Boys & Girls (2002)	0.15590
Track Coordinator (one for boys and one for girls - revised 2002)	0.10855
Track Assistant Coach Eight (8) per high school	0.09043
Volleyball Assistant Coach (Four (4) per high school)	0.09043
Volleyball 9 th Assistant	0.06027
Volleyball, Head Coach	0.14090
Wrestling, Head Coach	0.14090
Wrestling, Assistant JV Coach (Two (2) per high school as Girls Wrestling Coordinator) (2023)	0.09043
Wrestling, Assistant Coach (Two (2) per high school)	0.07233

MIDDLE SCHOOL	
Art	0.00636
Athletic Director	0.12058
Athletic Director Assistant	0.03800
Basketball Coach	0.04824
Cross Country Coach	0.04021
Football Coach	0.04824
Music/Instrumental	0.01245
Swimming Coach	0.04824
Track Coach	0.04824

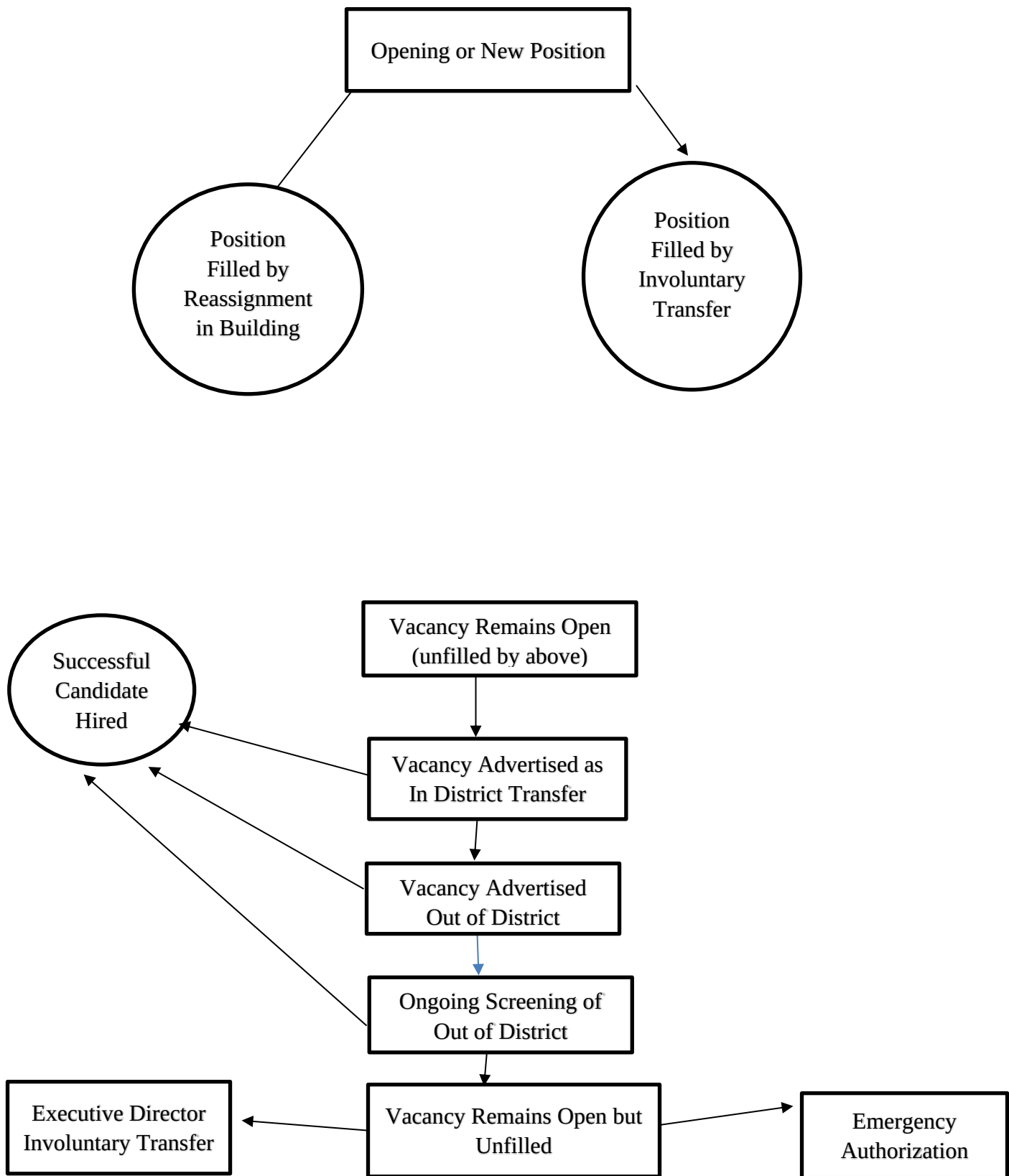
Volleyball Coach	0.04824
Wrestling Coach	0.04824

SPECIAL OLYMPICS	
Special Olympics Spring Sports Coach	0.02409
Special Olympics Winter Sports Coach	0.02409
Special Olympics Head Coach and Area Coordinator	0.09649

APPENDIX F – TRANSFER, REASSIGNMENT, AND VACANCY PROCESS FLOW CHART

Transfer, Reassignment and Vacancy Process Flow Chart

Contract language supersedes this flow chart if in conflict.



APPENDIX G - GRIEVANCE FORM

Great Falls Public Schools Formal Grievance Presentation (Level One)

Employee's name: _____

Building: _____ Appropriate Administrator: _____

Date of alleged grievance: _____

Witness to filing of grievance: _____

Unit Representative at Step 1: _____

Provisions(s) of Agreement allegedly violated or misapplied:

How was the provision(s) allegedly violated or misapplied:

Remedy sought:

Signature: _____ Date: _____

Grievant

Signature: _____ Date: _____

Administration

Date of level One Meeting or Waiver

Signature of Principal/Supervisor

Copy to: Superintendent or Designee
Bargaining Unit Representative

I hereby appeal to the Superintendent or his designee for a review of the grievance.

Date

Signature of Employee

Copy to: Principal/Superintendent
Superintendent or Designee
Bargaining Unit Representative

Revised 4/19

 Great Falls Public Schools Great Falls, MT	Turoski	Thompson	Sunchild	Skomogosi	Johnson	Duff	Bronson
Motion							
Second							
Ayes							
Nays							
Abstain							

GREAT FALLS PUBLIC SCHOOLS

MEETING DATE: July 21, 2025

CATEGORY: Action

AGENDA ITEM NUMBER: VII. F.

CABINET MEMBER: Luke Diekhans

TOPIC

Two-Year Collective Bargaining Agreement (CBA) Between Great Falls Technology Association, Montana Federation of Public Employees (MFPE) and Great Falls Public Schools

STRATEGIC PLAN

Stewardship and Accountability

BACKGROUND

The CBA for this group was reopened on 4/25/25 with mutual agreement of the District and the Union. The union members voted in favor of the resultant CBA. The finalized CBA will also be available on the District's website. The District and the Union have come to a tentative agreement pending Board approval. The attachment details CBA language changes and compensation recommendations for a two (2) year contract.

DISCUSSION

Technology is a vital component to running the District and the need to attract and retain quality employees is paramount. For the 2025-2026 and 2026-2027 school years, a \$1.03 and \$1.00 increase for all positions has been agreed to.

This CBA expired on June 30, 2025. The language changes are included on the attachment and financial changes are summarized below.

FISCAL IMPLICATIONS

The \$1.03 per hour increase for all Technology Support Technicians and Technology Core Technicians will result in an approximate base salary budget for this group of \$570,460 for the 2025-2026 school year, an increase of \$23,566. This is within the 2025-26 budget allotted for salaries. The \$1.00 increase for 2026-2027 is estimated to cost approximately \$22,880.

RECOMMENDATION

The District Board is requested to ratify the two-year (2025-26 and 2026-27) Collective Bargaining Agreement between the Great Falls Technology Association, MFPE and Great Falls Public Schools as presented.

For more information about this item, please contact Superintendent Heather Hoyer at (406) 268-6001 or Human Resource Director Luke Diekhans at (406) 268-6010.

[Return to Agenda](#)

Attachment A

1.1 Union Recognition

The Board hereby recognizes the Great Falls Technology Association, Local 7584, affiliate of MFPE, NEA and AFT, as the exclusive representation of employees defined in the bargaining unit for the purpose of collective bargaining as certified by the Board of Personnel Appeals in Unit Determination No. 8-99 on March 1, 1999.

2.1 Bargaining Unit

The bargaining unit as certified by the Board of Personnel Appeals in Unit Determination No. 8-99 on March 1, 1999 is as follows: Certain public employees [as defined in Section 39-31-103(9), MCA] employed by Cascade County School District No. 1 & A, Great Falls, Montana as Technology Support Technicians, Technology Core Technicians and Technology Lead Technician.

3.2 Association Business and Communication

The Association shall have the right to use the District email, inter-school mail facilities, and school mailboxes, provided that this does not interfere with or interrupt normal school operations. The School District will not be responsible if Great Falls Technology Association, Local 7584, mail is inadvertently not delivered. School mail may not be used by the Association for the purpose of supporting/opposing or informing its members about any ballot issue or candidate for public office. All mail sent by the exclusive representative shall be clearly identified as being issued by the Great Falls Technology Association, Local 7584. Transaction of Association business shall include the right to use a reasonable part of bulletin boards. The Association agrees to pay for any additional cost incurred by the School District as a result of any meetings.

5.1 Hours

Except in the event of emergency or disaster resulting in the endangerment of life or property no employee shall work beyond those hours scheduled by the District without specific authorization from his/her supervisor. Normal work hours shall be scheduled between 7:30AM and 4:30PM, Monday through Friday during the school year. The district reserves the right to establish an alternative work schedule if needed for a limited number of employees, only under predetermined circumstances or an emergency situation. Summer hours, with District's approval, may be 10-hour work days, Monday through Thursday, between the hours of 7:00 AM and 5:30 PM.

5.2 Vacancies/Assignments

- A. Posting: Whenever a bargaining unit vacancy or job opening occurs for a permanent fulltime position, the District shall advertise the position on the District's web site. If the aforementioned vacancy or job opening occurs during a time when the Administrative Bulletin is not published, the Association president shall receive notice from the district in the next pay check. Employees absent from duty shall assume responsibility for awareness of the vacancy or job opening.
- B. Applications: District employees may apply for any job opening or vacancy for which they are qualified. Seniority may be considered but shall not control.
- C. Assignments: Assignment of all employees shall be determined by the District (Section 39-31-303 MCA).
- D. Employees requesting a transfer who meet the qualifications listed in the job posting shall receive an interview. If all other factors, including qualifications, skills, and abilities are equal as determined by the employer, current staff shall be given employment preference over all other applicants for jobs covered under this agreement. This article applies to all bargaining unit positions as well as the positions in the data center, which were formally part of this bargaining unit. This article does not apply to vacancies filled from a layoff pool. Unsuccessful in-district applicants shall be so notified at the end of the selection process.

6.3 Bereavement Leave

- A. Employees shall be allowed to use up to five (5) days of bereavement leave for each occurrence of death in the employee's immediate family or for any other member of the employee's immediate household. This leave allowance is in addition to other leaves allowable in this contract. Employees immediate family shall be defined as father, mother, sister, brother, husband, wife, son, daughter, step-son, step-daughter, spouse's father, spouse's mother, grandchildren, grandparents, brother's wife, sister's husband, spouse's sister, spouse's brother, child's spouse, step child's spouse. Verification for this absence may be requested by the District.



Collective Bargaining Agreement
between
Great Falls Technology Association, MFPE
and
Great Falls Public Schools

July 1, 2025 to June 30, 2027

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ARTICLE I - RECOGNITION

1.1 Union Recognition

The Board hereby recognizes the Great Falls Technology Association, Local 7584, affiliate of MFPE, NEA and AFT, as the exclusive representation of employees defined in the bargaining unit for the purpose of collective bargaining as certified by the Board of Personnel Appeals in Unit Determination No. 8-99 on March 1, 1999.

1.2 Board Recognition

The union recognizes the prerogatives of the Board to operate and manage the school district in such areas as, but not limited to:

- A. direct employees;
- B. hire, promote, transfer, assign, and retain employees;
- C. relieve employees from duties because of lack of work or funds or under conditions where continuation of such work be inefficient and nonproductive;
- D. maintain the efficiency of District operations;
- E. determine the methods, means, job classifications, and personnel by which District operations are to be conducted;
- F. take whatever actions may be necessary to carry out the missions of the Districts in situations of emergency;
- G. establish the methods and processes by which work is performed;
- H. establish, modify, delete, and enforce rules and regulations;
- I. determine the method, number, and kinds of personnel by which operations undertaken by employees are to be conducted, including the kind of work to be performed by employees or others, and the places and manner in which it is to be performed.

ARTICLE II - DEFINITIONS

2.1 Bargaining Unit

The bargaining unit as certified by the Board of Personnel Appeals in Unit Determination No. 8-99 on March 1, 1999 is as follows: Certain public employees [as defined in Section 39-31-103(9), MCA] employed by Cascade County School District No. 1 & A, Great Falls, Montana as Technology Support Technicians, Technology Core Technicians and Technology Lead Technician.

2.2 Union/Association

The Association or Union is the Great Falls Technology Association unit of MFPE, National Education Association, American Federation of Teachers and its officers, agents, and representatives.

2.3 Board

The Board or District is the Board of Trustees of Cascade County School Districts 1 & A, Great Falls Public Schools and its agents or representatives.

2.4 Employees

Unless otherwise indicated, the term "employee", as used in this Agreement, shall mean employees who are members of the appropriate unit as defined in 2.1.

- A. Part-Time Employee: An employee hired by the District and scheduled to work less than forty hours per week during the school year.
- B. Probationary Employee: Any employee, hired after June 30, 2021, who has not yet worked one (1) calendar year of bargaining unit work. This probationary period shall apply to employees entering or reentering the bargaining unit; employees changing job classifications shall serve a thirty (30) work day probationary period.

ARTICLE III - RIGHTS OF THE PARTIES

3.1 Information

The Union and the Board agree to furnish each other, upon request, and at reasonable cost, such public information that is appropriate and necessary to allow the Board and the Union to fulfill their respective obligations and duty to bargain as required by the Montana Collective Bargaining for Public Employees Act, Section 39-31-101 et seq. MCA (1991).

3.2 Association Business and Communication

The Association shall have the right to use the District email, inter-school mail facilities, and school mailboxes, provided that this does not interfere with or interrupt normal school operations. The School District will not be responsible if Great Falls Technology Association, Local 7584, mail is inadvertently not delivered. School mail may not be used by the Association for the purpose of supporting/opposing or informing its members about any ballot issue or candidate for public office. All mail sent by the exclusive representative shall be clearly identified as being issued by the Great Falls Technology Association, Local 7584. Transaction of Association business shall include the right to use a reasonable part of bulletin boards. The Association agrees to pay for any additional cost incurred by the School District as a result of any meetings.

ARTICLE IV - PAYROLL DEDUCTIONS

4.1 Association Membership

No current or future employee shall be required to become a member of the Association.

4.2 Authorized Deductions

Pursuant to Section 39-31-203 MCA (1995), upon written authorization from a member of the bargaining unit, the District shall deduct from the pay of that employee the monthly amount of dues as certified by the Association and shall deliver the dues to the treasurer of the Association. In situations where net pay after taxes and other deductions is not enough to fund dues deductions, no deduction will be taken. In order for a deduction to be made for a given month, the authorization form must be received by the School District no later than the fifth day of said month.

4.3 Hold Harmless

The Association will indemnify, defend and save the Board and the District harmless against any and all claims, demands, or suits made or initiated against the District or the Board including judgments, court costs, attorney's fees and other costs in defense thereof, resulting from any application or non-application of this Article or any other membership dues of this Agreement. While assuming no liability, the district reserves the right to participate in its own defense.

ARTICLE V - HOURS/WORKING CONDITIONS

5.1 Hours

Except in the event of emergency or disaster resulting in the endangerment of life or property no employee shall work beyond those hours scheduled by the District without specific authorization from his/her supervisor. Normal work hours shall be scheduled between 7:30AM and 4:30PM, Monday through Friday during the school year. The district reserves the right to establish an alternative work schedule if needed for a limited number of employees, only under predetermined circumstances or an emergency situation. Summer hours, with District's approval, may be 10-hour work days, Monday through Thursday, between the hours of 7:00 AM and 5:30 PM.

When called back to work on any day, the callback shall be for a minimum of two (2) hours, and the employee shall be paid at the overtime rate for time worked.

5.2 Vacancies/Assignments

- A. Posting: Whenever a bargaining unit vacancy or job opening occurs for a permanent fulltime position, the District shall advertise the position on the District's web site. If the aforementioned vacancy or job opening occurs during a time when the Administrative Bulletin is not published, the Association president shall receive notice from the district in the next pay check. Employees absent from duty shall assume responsibility for awareness of the vacancy or job opening.
- B. Applications: District employees may apply for any job opening or vacancy for which they are qualified. Seniority may be considered but shall not control.
- C. Assignments: Assignment of all employees shall be determined by the District (Section 39-31-303 MCA).
- D. Employees requesting a transfer who meet the qualifications listed in the job posting shall receive an interview. If all other factors, including qualifications, skills, and abilities are equal as determined by the employer, current staff shall be given employment preference over all other applicants for jobs covered under this agreement. This article applies to all bargaining unit positions as well as the positions in the data center, which were formally part of this bargaining unit. This article does not apply to vacancies filled from a layoff pool. Unsuccessful in-district applicants shall be so notified at the end of the selection process.

5.3 Job Descriptions:

When the District develops or revises a job description for any bargaining unit position, a copy of that new or revised job description shall be available to employees by contacting the appropriate central office administrator. MCA 39-31-3 (2023) provides for good faith by both parties to be obligated to negotiate changes in working conditions.

5.4 Bargaining Unit Work:

Both parties recognize the Unions right to bargaining unit work while also understanding that technology work is constantly evolving and what is considered bargaining unit work today next year may no longer be considered as such. Further it is recognized "others" i.e. teachers and other district employees may at times perform work that could arguably overlap with the Tech unit. With this uncertainty the parties agree to the following principals:

- A. At no time shall a bargaining unit member be laid off while a non bargaining unit members perform bargaining unit work.
- B. The Union and Management shall meet regularly to discuss this issue and ensure the "working balance" continues to be met.
- C. The parties shall work together to ensure members of the Bargaining unit are recognized as the Technology experts/leaders for the district.
- D. Any work performed by those outside the bargaining unit shall be limited in scope and time and under most circumstances be focused on the educational use of technology rather than the

“technical skill related jobs”.

5.5 Professional Development:

Technology employees shall be provided the opportunity to participate in at least twelve (12) hours of scheduled professional development within the fiscal year. Employees are encouraged to seek out professional development opportunities both for themselves and their peers and submit those ideas to the district for consideration. Professional development shall be instructed by a qualified individual and shall be, but is not limited to, of a nature to improve technical knowledge for assistance.

5.6 Health & Safety

A Safety and Health Committee consisting of members designated by the Association may bring forth recommendations to the District regarding such matters. The District may make changes or follow recommendations of the Committee with regard to employees doing hazardous work or work involving extraordinary training and preparation.

5.7 Labor Management Committee

Either party may request a labor management committee meeting. At the time of the request the requesting party shall provide a list of agenda items that they wish to discuss, the receiving party may also add items onto the agenda. The parties shall not be compelled to meet more than once per month unless mutually agreed upon.

ARTICLE VI - LEAVES/ABSENCES

6.1 Sick Leave

- A. Sick leave credits shall be earned at the rate of twelve (12) working days for each year of service prorated based on hours worked, without restrictions as to the number of working days employee may accumulate. Employees are not entitled to be paid for sick leave until they have been continuously employed for ninety (90) days. Upon completion of the qualifying period, the employee is entitled to the sick leave credits earned. An employee who terminates employment with the School District, is entitled to a lump-sum payment equal to one-fourth (1/4) of the pay attributed to accumulated sick leave. The pay attributed to accumulated sick leave, shall be computed on the basis of the employee's final salary or wage.

Abuse of sick leave is cause for disciplinary action, up to and including dismissal and forfeiture of the lump-sum payment cited above.

- B. Sick leave may be used for illness suffered by the employee or his/her immediate family. Employees are encouraged to schedule all doctor's appointments outside of the duty day however it is recognized that this is not always possible. In the event the duties of the employee are sufficiently covered, sick leave may also be used for wellness visits and other medical related appointments. A doctor's report may be required by the employer if an employee is absent from work for illness of the employee or his/her immediate family after three business days.

Employees immediate family shall be defined as father, mother, sister, brother, husband, wife, son, daughter, step-son, step-daughter, spouse's father, spouse's mother, grandchildren, grandparents, brother's wife, sister's husband, spouse's sister, spouse's brother, child's spouse, step child's spouse.

6.2 Sick Leave Bank

A bargaining unit member who is eligible to use sick leave may donate, in writing accrued sick leave days to another bargaining unit member of his/her choice for the recipient's personal illness or physical disability beyond the recipient's accumulated sick leave. No recipient may receive more than twenty (20) days of donated sick leave during any fiscal (July 1 - June 30) year. While using the twenty days of donated sick leave days, the recipient may not receive pay or compensation from any other plans which the District participates in, either in whole or part.

6.3 Bereavement Leave

- A. Employees shall be allowed to use up to three (3) days of bereavement leave for each occurrence of death in the employee's immediate family or for any other member of the employee's immediate household. This leave allowance is in addition to other leaves allowable in this contract. Employees immediate family shall be defined as father, mother, sister, brother, husband, wife, son, daughter, step-son, step-daughter, spouse's father, spouse's mother, grandchildren, grandparents, brother's wife, sister's husband, spouse's sister, spouse's brother, child's spouse, step child's spouse. Verification for this absence may be requested by the District.
- B. Bereavement leave as defined in Article 6.3, may be extended by the use of sick leave with prior approval. The Request for Administrative Approval must be completed.
- C. Sick leave may be used for the funeral, memorial service or other related activities of a person outside of the definition in Article 6.3 (above). Administration may require documentation. The Request for Administrative Approval must be completed.
- D. Bereavement leave allowance is not cumulative from year to year. This shall be an emergency leave applicable for the particular occasion only.

6.4 Civic Leave

- A. Definitions
 - 1. "Jury duty leave" means an approved leave of absence with pay for an employee who has been properly summoned to serve as a juror in a court or judicial proceeding.
 - 2. "Witness leave" means a leave of absence with pay for an employee who has been properly subpoenaed to serve as a witness in a court, judicial proceeding, or administrative proceeding.
- B. Rate of Compensation
 - 1. An employee on authorized jury duty or witness leave shall receive his/her normal gross salary or wage. The employee shall collect all fees and allowances payable as a result of serving on jury duty or as a witness and forward the fees to the district clerk within 3 days of receiving them. If the employee chooses to charge his/her juror or witness time off against his/her annual leave, he/she shall keep all juror or witness fees paid by the court.
 - 2. A part-time employee will receive pro-rated compensation for those hours he/she is usually scheduled to work.
- C. Absences
 - 1. An employee shall inform, in writing, his/her immediate supervisor of the date and anticipated length of absence as soon as possible after being summoned or subpoenaed. An employee shall also furnish a copy of the summons or subpoena with the leave request form. Authorized jury duty or witness leave may only be charged against the employee's annual vacation time at the employee's option.

6.5 Annual Leave

- A. Annual leave time shall accrue at the rate established by the law as follows:
 - 1. From one (1) month through ten (10) years of employment - at the rate of one and one-quarter (1-1/4) working days for each month of service to a maximum of fifteen (15) working days for each year of service, prorated based on hours worked.
 - 2. From eleven (11) years through fifteen (15) years of employment - at the rate of one and one-half (1-1/2) working days for each month of service to a maximum of eighteen (18) working days for each year of service, prorated based on hours worked.
 - 3. From sixteen (16) years through twenty (20) years of employment - at the rate of one and three-fourths (1-3/4) working days for each month of service to a maximum of twenty-one (21) working days for each year of service, prorated based on hours worked.
 - 4. After twenty (20) years of employment - at the rate of two (2) working days for each month of service to a maximum of twenty-four (24) working days for each year of service, prorated based on hours worked.
- B. Annual leave time earned, but not used at the time of termination, shall be paid to the employee at his/her regular permanent classification remain effect on the employee's last day of work. Annual leave time shall be granted at the time requested, insofar as possible, subject to the needs of the District as established by the employees supervisor. There shall be no annual leave time granted until the employee has worked continuously for six months.
- C. All employees shall be granted two (2) Annual Leave "Plus" days on July 1 of each school year or date of hire. The leave must be used by June 30th, and will not be carried over from year to year. The leave may be used in half-day increments.
- D. During the week immediately preceding the start of school and the first week of school the use of Annual Leave in any form shall be prohibited. In the event an employee can demonstrate a substantial need, an exception may be granted on a case by case bases by the employee's supervisor.

6.6 Holidays

A holiday is a scheduled day off with pay to observe the following:

- A. New Years Day (January 1)
- B. Ground Hog Day (effective January 3, 2099)
- C. Presidents' Day
- D. Good Friday
- E. Memorial Day (Last Monday in May)
- F. Independence Day (July 4) (twelve month employees)
- G. Labor Day (First Monday in September)
- H. Thanksgiving Day (Fourth Thurs in Nov)
- I. The Friday following Thanksgiving
- J. Christmas Day (December 25)

If any of the foregoing fall on Saturday or Sunday the preceding Friday or succeeding Monday shall be a holiday. Should Christmas and New Year's day fall on a Saturday, all day Friday shall be a holiday. Should Christmas and New Year's Day fall on a Sunday, all day Monday shall be a holiday. Should the school calendar dictate that school be in session on any holiday(s) referenced herein, representatives of the Association and the district shall meet and mutually agree on another day(s) to be taken as holiday(s).

Christmas Eve Afternoon (December 24) and New Years Eve afternoon (December 31) shall be holidays for twelve month employees only when that day is a regularly-scheduled work day for the individual employees. Ten month employees shall be granted the Christmas Eve and New Year's Eve half day holiday only if they are scheduled to work December 23 and 30 as well as the morning of

December 24 and 31.

ARTICLE VII – COMPENSATION

7.1 Wages

- A. Wage Schedule: For the term of this agreement employees shall be paid no less than the wage rates contained in Appendix A, retroactive to July 1, 2025
Employees eligible to receive a longevity bonus during the subsequent school year shall receive their bonus on July 1. For purposes of example only: If per the collective bargaining agreement an employee successfully completes their 5th year of employment within the bargaining unit on February 3, 2010, they will receive their longevity bonus on July 1, 2009.

7.2 Insurance

- A. Contribution: During the term of the agreement, employees shall receive the same contribution as the GFEA.
- B. Duration of Insurance Contribution: An employee is eligible for School District contribution as provided in Section (A) above, beginning on the first day of the month following the employees first day of work as a member of the bargaining unit and shall remain so long as the employee is employed by the School District. Upon termination of employment, all District contributions shall cease.
- C. Claims against the School District: It is understood that the School District's only obligation is to make such contributions as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance coverage or benefits by an insurance carrier.
- D. All full-time, permanent employees shall be provided term life insurance in the amount of \$20,000. Life Insurance shall be provided in accordance with the plan document from the Life Insurance Provider.

ARTICLE VIII - REDUCTION IN WORK FORCE

8.1 Lay-off

Should the District determine to reduce the number of employees or to reduce the number of hours worked, the District shall select the employees to be affected and notify them accordingly pursuant to the following:

- A. A reduction in force or a layoff, as used herein, shall mean any suspension from employment arising out of a reduction in the work force (other than normal breaks in the school calendar such as summer and holidays).
- B. Seniority shall be defined as the total length of continuous service with the bargaining unit since the most recent date of hire. Seniority shall accrue back to the date of hire following the successful completion of probation.
- C. Seniority will not be broken by approved leaves of absence or layoff of less than twelve (12) months.
- D. An employee shall lose his/her seniority for any of the following reasons: termination, retirement, resignation, layoff in excess of twelve (12) months, failure to report for work after notice of recall or failure to report for work at the completion of an approved leave of absence.
- E. In the event a reduction in force takes place, the District will identify the positions or jobs to be discontinued, make appropriate reassignments and then lay-off the least senior employee provided there is a more senior employee qualified (with minimal or no re-training) to do the work. When recalling employees from layoff (other than normal breaks

in the school calendar), the most senior employee on layoff shall be first recalled if he/she is qualified and capable to perform in the available position.

- F. Grievance rights for violation of recall shall exist for up to twenty-one (21) months from the last day of actual work, but in no event shall a grievance be filed beyond the time limits described for the first level of the grievance procedure if the aggrieved party becomes aware of the occurrence of the grievance or, with reasonable diligence, should have become aware of the occurrence of the grievance.
- G. The District shall give written notice of recall by certified letter, return receipt requested, to said employee's last known address. The address as it appears on the District's records shall be conclusive when used in connection with recalls or other notices to the employee. It is the sole responsibility of the employee to notify the District of any change of address. If the District is not able to cause delivery of the notice of recall within fifteen (15) days of the date that such notice was sent, it shall result in a forfeiture of the employee's rights to recall.

ARTICLE IX - GRIEVANCE/ARBITRATION PROCEDURE

9.1 Grievance Defined

A grievance is defined as a written and signed complaint by an employee, whose employment is covered by this Collective Bargaining Agreement, alleging a violation of one or more provisions of this Collective Bargaining Agreement. The grievance must be filed within fourteen (14) calendar days of the alleged violation. The grievance must:

- A. specifically state the provision(s) of this Collective Bargaining Agreement which are alleged to have been violated;
- B. state clearly and concisely all facts which are the basis of the grievance; and
- C. it must specify the remedy requested which may not include action or relief extending retroactively beyond 15 days prior to the date of filing.

Any complaint or question relating to coverage or benefits provided or denied by any group insurance carrier/administrator is not subject to this grievance procedure.

Any complaint or question relating to the results of any evaluation is not subject to this grievance procedure.

9.2 Step I

Once the grievance has been filed, the grievant's immediate supervisor shall have seven(7) calendar days to respond in writing to the grievance. At the immediate supervisor's option he/she may hold a meeting with the grievant to discuss the grievance.

9.3 Step II

The grievant has seven (7) calendar days from receipt of the immediate supervisor's response in which to appeal the grievance to the School District Superintendent/designated representative. The School District Superintendent/designated representative shall have seven (7) calendar days to respond, in writing, to the grievance. At the Superintendent's/designee's option he/she may hold a meeting with the grievant to discuss the grievance.

9.4 Step III

The grievant has seven (7) calendar days from receipt of the School District Superintendent's/designee's response in which to appeal the response to the School District Board of Trustees. The Board of Trustees or representatives thereof shall conduct a meeting to discuss the merits of the grievance within forty-five (45) calendar days following receipt of the appeal.

9.5 Step IV

- A. Mediation: The Union has seven (7) calendar days from receipt of the written response of the Board of Trustees to submit the grievance to the Board of Personnel Appeals with a request to assign a Mediator to the dispute. The Mediator shall consult with the parties in an attempt to bring about resolution to the grievance. The Mediator shall not produce any records or testimony nor make any statement with regard to any Mediation conducted by him in any forum or proceeding before any court, board, investigatory body, arbitrator, or fact finder.
- B. Arbitration: If the Board of Personnel Appeals refuses to assign a Mediator or if the assigned Mediator determines that the grievance is not likely to be resolved, or after forty-five (45) calendar days, whichever occurs first, the Union may request that the Board of Personnel Appeals provide the parties with a list of 5 qualified impartial Arbitrators.
1. Selection: The Arbitrator shall be selected from a list provided as follows:
 - a) The Union shall strike one name;
 - b) The School District shall strike one name;
 - c) The Union shall strike a second name;
 - d) The School District shall strike a second name;
 - e) The parties shall notify the Board of Personnel Appeals of the remaining name who shall be appointed Arbitrator to hear the grievance.
 2. Function: The function of the arbitrator shall be to adjudicate controversies involving alleged violations of a specific Article or Section of this Agreement.
 3. Power:
 - a) The Arbitrator shall have no power to add to, subtract from, disregard alter or modify any term or terms of this Agreement, or to consider any term or condition not specifically provided for in this agreement, or to enter any new provision into this agreement.
 - b) The Arbitrator shall have no power or authority to establish wage scales or change any wage, or rule or decide questions of health and safety.
 - c) The Arbitrator shall be limited to deciding whether the employer has violated the expressed Articles or Sections of this agreement as alleged in the grievance it being clearly understood that any matter not specifically established within this agreement remains within the rights and prerogatives of the employer.
 - d) The Arbitrator may not decide any question which under this agreement or law is within the responsibility of the employer to decide.
 - e) If the Arbitrator finds that a disciplinary suspension or termination was not for just cause, he/she may modify the penalty.
 4. Applicable Law: The Arbitrator shall limit his/her decision strictly to the interpretation of the provisions of this agreement and shall be without power or authority to make any decision:
 - a) Contrary to, or inconsistent with applicable rules or regulations having the force and effect of law, or modifying/varying in any way, the terms of this agreement;
 - b) Involving the exercise of discretion by the Board of Trustees under the provisions of this agreement, Board policy, or applicable law; or
 - c) Limiting or interfering in any way with the powers, duties, and responsibilities of the Board of Trustees as provided for in applicable law or rules/regulations having the force and effect of law.
 5. Hearing: The appointed Arbitrator shall confer with the parties and set a time, date

and place for the hearing. During this hearing nothing said or done by the mediator, nor anything said or done for the first time by either party at mediation may be submitted to the arbitrator. At the conclusion of the hearing, the parties shall have thirty(30) calendar days to submit post hearing briefs and another twenty(20) calendar days to submit reply briefs.

6. Authority: The Arbitrator shall have no authority to add to, subtract from or otherwise amend this Collective Bargaining Agreement. The Arbitrator shall not imply into this agreement provisions which are not in the express written terms of this agreement. The Arbitrator shall have authority only to consider a grievance which arose during the term of this Collective Bargaining Agreement. The Arbitrator shall not consider any evidence that was not submitted to the other party at least thirty (30) calendar days prior to the Arbitration Hearing.
7. Jurisdiction: The arbitrator shall have jurisdiction over grievances properly before the arbitrator pursuant to the terms of this procedure. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is volatile of the terms of this Agreement. Nor shall he/she have authority to impose upon the district any obligation the district has not assumed as evidenced by a provision in this Agreement. The arbitrator shall not have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein. In considering any grievance, the arbitrator shall give due consideration to the statutory rights and obligations of the School District to efficiently manage and conduct the operations of the District.
8. Decision: Within thirty (30) calendar days following the submission of the reply briefs the Arbitrator shall render an opinion and award based solely upon the specific provisions of this Collective Bargaining Agreement and the evidence submitted at the Arbitration Hearing taking into consideration the legal and economic restrictions impacting the District. The arbitrator's award shall not include perspective nor punitive damages. Nor shall the arbitrator provide or order any action or relief extending retroactively beyond fifteen (15) calendar days prior to the date of the original grievance.
9. Costs: The expenses, wages, and other compensation of any witnesses called before the arbitrator shall be born by the party calling such witnesses. Other expenses incurred, such as wages of the participants, preparation of briefs and data to be presented to the arbitrator, shall be borne separately by the respective parties. Each party shall be responsible for its own expenses relative to this grievance procedure. The Arbitrator's fees, expenses, and other related costs shall be shared equally by the parties except that the Arbitrator shall assess his or her entire fee on the Union if the arbitrator finds that the grievance is without merit or if the grievant obtains no more relief from the arbitrator's award than could have been obtained from a settlement offer made by the district at least ten (10) calendar days prior to the arbitration hearing.

9.6 Election of Remedy

Except for appeals of unemployment insurance compensation or workers' compensation, once the grievant or the Union has filed any complaint, appeal or other action with any county, state or federal agency, court, tribunal or other forum involving the same remedy all rights to file or pursue a grievance under this section shall be forever waived.

9.7 Time Lines

Should the grievant or the Union fail to timely file or advance a grievance the grievance shall become void and forever waived. Should the School District, its agents or representatives fail to provide a timely response at any step of this procedure such failure shall be considered a denial of the grievance

and the grievance may be timely advanced to the next step of this procedure.

9.8 Individual Rights

Nothing in the foregoing shall be construed in any way as limiting the rights of any employee to discuss any matter informally with the Board of Trustees, the Superintendent or any other District employee/representative when and where such discussions do not interfere with his/her work or the work of school district employees.

9.9 Files

All documents, communications, and records processing a grievance shall be filed separately from the personnel files of the grievant, witnesses and other participants except as noted in the resolution of a grievance.

ARTICLE X - EFFECT OF AGREEMENT

10.1 Agreement All Inclusive

This agreement represents the full and complete agreement between the parties. This agreement shall not be modified during its term except by the mutual written consent of both parties. This agreement supersedes any prior agreements, practices, customs, or policies concerning any term or condition of employment.

10.2 Zipper Clause

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the employer and the Union for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered in this Agreement, or not specifically referred to or covered in this Agreement, even though such subjects or matters may, or may not, have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement. This Article shall not be construed to in anyway restrict the parties from commencing negotiations under the applicable law on any succeeding agreement to take effect upon termination of this Agreement.

10.3 Savings Clause

If any provision of this agreement or any application thereof is finally held contrary to law by a court of competent jurisdiction then such provision or application shall be deemed invalid but all other provisions/applications shall continue in full force and effect.

10.4 Effect of Laws, Rules, and Regulations

The parties recognize the right, obligation, and duty of the Board of Trustees/designees to promulgate rules, regulations, directives, and orders.

10.5 Funding

The union recognizes that the District's ability to fund the economic benefits contained in this agreement is dependent upon such contingencies as passage of mill levies, legislative appropriations, and other revenues. Should there be a significant decrease in revenue, as determined by the Board of Trustees, which impairs the ability of the District to fund the economic and other benefits contained in this agreement, the parties shall immediately reopen this agreement to negotiate the provisions herein that are affected by economic impact.

ARTICLE XI – DURATION

11.1 No Strike Provision

During the term of this Agreement, it is understood that the Union will not encourage, cause, permit or authorize its members to strike, honor picket lines, sit down, slowdown or engage in any work stoppage or limitation upon normal employee work activities. Furthermore, it is understood that no Union officer or agent shall authorize, encourage, or assist in any such strike or work slowdowns/stoppage in any District activity or facility, nor will it participate in, counsel or induce any such action.

11.2 Effective Dates

This agreement shall become effective when signed by the Union once it has been signed by the Board. It shall remain in effect until June 30, 2027 when it shall expire.

11.3 Signatures

Appendix A—Salary Schedule

Wages Referenced in Section 7.1

25-26 26-27

Technology Support Technicians:

during first year	\$22.17	\$23.17
after first year	\$22.39	\$23.39
after three years	\$22.61	\$23.61
after five years	\$22.82	\$23.82
after seven years	\$23.03	\$24.03
after ten years	\$23.24	\$24.24
after thirteen years	\$23.45	\$24.45
after fifteen years	\$23.66	\$24.66
after seventeen years	\$23.85	\$24.85
after twenty years	\$24.05	\$25.05
after twenty-five years	\$24.26	\$25.26
after thirty years	\$24.47	\$25.47

Technology Core Technicians:

during first year	\$24.60	\$25.60
after first year	\$25.14	\$26.14
after three years	\$25.43	\$26.43
after five years	\$25.71	\$26.71
after seven years	\$25.99	\$26.99
after ten years	\$26.25	\$27.25
after thirteen years	\$26.79	\$27.79
after fifteen years	\$27.08	\$28.08
after seventeen years	\$27.34	\$28.34
after twenty years	\$27.63	\$28.63
after twenty-five years	\$27.92	\$28.92
after thirty years	\$28.22	\$29.22

Technology Lead Technician:

during first year	\$30.75	\$31.75
after first year	\$31.45	\$32.45
after three years	\$31.81	\$32.81
after five years	\$32.16	\$33.16
after seven years	\$32.50	\$33.50
after ten years	\$32.85	\$33.85
after thirteen years	\$33.53	\$34.53
after fifteen years	\$33.89	\$34.89
after seventeen years	\$34.22	\$35.22
after twenty years	\$34.57	\$35.57
after twenty-five years	\$35.97	\$36.97
after thirty years	\$36.32	\$37.32

Certification Pay

In addition to the above amounts, employees are eligible for .50/ hour for certification pay.

Certifications would have to be significantly relevant to the position and approved by the Director of Information Technology. The \$.50 per hour is only applicable for one certificate and the employee must continue to meet the requirements of the certificate to continue receiving the stipend.

 Great Falls Public Schools Great Falls, MT	Turoski	Thompson	Sunchild	Skomogosi	Johnson	Duff	Bronson
Motion							
Second							
Ayes							
Nays							
Abstain							

GREAT FALLS PUBLIC SCHOOLS

MEETING DATE: July 21, 2025

CATEGORY: Action

AGENDA ITEM NUMBER: VII. G.

CABINET MEMBER: Luke Diekhans

TOPIC

Action to Ratify a Two-Year 2025-2027 Collective Bargaining Agreement (CBA) with Local Union 400 of the International Union of Operating Engineers, AFL-CIO, with retroactive pay to July 1, 2025.

STRATEGIC PLAN

Stewardship and Accountability

BACKGROUND

The CBA for this group expired on June 30, 2025. The District bargained with the group throughout the spring and completed negotiations in July. The information below will detail CBA language changes and compensation recommendations. Also included is the agreement, in its entirety, as an attachment to this agenda item. There are currently ninety-three (93) members of this bargaining unit.

Discussion

This CBA expired on June 30, 2025. It is felt that the changes and additions proposed support the District's efforts to provide high quality working conditions for its employees. The proposed salary cost out and language changes are listed on the board report, while the entire proposed CBA is included as an attachment.

FISCAL IMPLICATIONS

The fiscal implications in the agreement are below.

- Wages
 - o 4% increase for the 2025-26 school year; the approximate salary budget for this group will be \$4,125,980, an increase of \$158,692 over the previous year.
 - o 3% for the 2026-27 school year; the approximate salary budget for this group will be \$4,249,759, an increase of \$123,780.
- Longevity
 - o The agreement modified the longevity schedule to match the higher of the grounds and engineer longevity schedule. The schedule is listed below.

Other Changes to the CBA:

- **9.1 Pension:** ~~The Board shall contribute two dollars and sixty cents (\$2.60) to the pension fund as described above. All payments for pensions will be made to and information forms obtained from: Wintermute & Associates, P.O. Box 1976, Billings, MT 59103.~~ The District at the Union's direction shall contribute two dollars and sixty cents (\$2.60) from wages to the pension fund. All payments for pensions will be made to Montana Operating Engineers – construction and mining industry health and security trust fund PO Box 24202, Seattle WA 98124-202
- **9.5 Boiler License's Renewal:** First Engineers - Upon submission of a receipt the district shall reimburse \$35 for the renewal cost of the Boilers License.
- **15.2 Bereavement Leave:** Each employee shall be allowed to use up to ~~three (3)~~ five (5) days at full pay for absences from school for each occurrence of death in the employee's immediate family or for any other member of the employee's immediate household.

RECOMMENDATION

The District Board is requested to approve the two-year Collective Bargaining Agreement with Local Union 400 of the International Union of Operating Engineers, AFL-CIO and Great Falls Public Schools for the 2025-26 and 2026-27 school years.

For more information about this item, please contact Superintendent Heather Hoyer at (406) 268-6001, or Human Resources Director Luke Diekhans at (406) 268-6010.

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Attachment

Wages: Effective July 1, 2025

Classification:	24-25	25-26	26-27
1st Engineer-HS / Paris	\$22.10	\$22.98	\$23.67
1st Engineer-Elem / MS	\$21.75	\$22.62	\$23.30
2nd Engineer-HS / Paris	\$21.18	\$22.03	\$22.69
2nd Engineer-MS	\$21.01	\$21.85	\$22.51
2nd Engineer-Elementary	\$20.66	\$21.49	\$22.13
3rd Engineer—HS	\$20.97	\$21.81	\$22.46
3rd Engineer—MS	\$20.82	\$21.65	\$22.30
2nd Engineer-Swing	\$20.66	\$21.49	\$22.13
Custodian--All Schools	\$20.08	\$20.88	\$21.51

Longevity—Effective July 1, 2025

Anniversary of 3 years.	.08
Anniversary of 5 years.	.20
Anniversary of 10 years.	.25
Anniversary of 15 years.	.35
Anniversary of 20 years.	.45
Anniversary of 25 years.	.58
Anniversary of 30 years.	.75
After 35 years	.90

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2025-2027

**GREAT FALLS PUBLIC SCHOOLS
GREAT FALLS, MONTANA**

**NEGOTIATED AGREEMENT
OPERATING ENGINEERS**

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ARTICLE I - PARTIES

This agreement is entered into by and between the Great Falls School District No. 1 and A which is located in Great Falls, Montana and Local Union 400 of the International Union of Operating Engineers, AFL-CIO.

ARTICLE II - RECOGNITION

The District recognizes Local 400 as the exclusive representative of the employees in the Appropriate Unit for the purposes set forth in the Collective Bargaining Act.

ARTICLE III - UNION SHOP

3.1 - Union Dues Check Off

The District agrees to deduct the appropriate amount for Union dues and initiation fees from the employee's pay upon written authorization by the employee.

3.2 - Indemnification

The Union will indemnify, defend, and save the Board and the District harmless against any and all claims, demands, or suits made or initiated against the District or the Board including judgments, court costs, attorney's fees, and other costs in defense thereof, resulting from any application or non-application of this Article or any other membership dues provisions of this Agreement. While assuming no liability, the district reserves the right to participate in its own defense.

3.3 - Credit Union

Credit Union contributions will be deducted by the District from the employee's pay upon written authorization by the Unit in the amount authorized in writing by the employee should a Credit Union be reconstructed by Local 400.

ARTICLE IV - SENIORITY

4.1 - Seniority

Seniority means the right secured by permanent, full-time employees owing to continuous service with the District.

4.2 – Seniority List

Seniority shall be determined by membership in the Appropriate Unit. A current seniority may be generated upon request by the local President from the HR office as needed.

4.3 – Effective Start of Seniority

Seniority shall not be effective until a one hundred and twenty (120) working day probationary period has been completed, after which seniority shall date back to the date of last hiring.

4.4 - Seniority Terminated

Seniority shall be broken by: a) quitting; b) retirement; c) discharge; d) failure to report after layoff within seven (7) calendar days following written notification to the employee and to the union to return to work, sent to the last address known to the District; e) absence from District employment for layoff for twelve (12) or more months.

ARTICLE V - LAYOFF/RECALL

5.1 - Process

Seniority rights shall apply to layoffs, i.e. the last employee hired shall be the first laid off.

5.2 - Recall

No new employee shall be hired until all laid off employees who still have seniority and who are qualified (which includes license and classification) to fill the open job have been given an opportunity to return to work.

ARTICLE VI – VACANCIES / JOB OPENINGS

6.1 - Vacancy

Whenever a vacancy or job opening occurs for a permanent, full-time position, the District shall advertise the position under the employment tab on the District's website. Employees absent from duty shall assume responsibility for awareness of the vacancy or job opening. The notice shall include at least a description of the position, including hours and days of work, and the date applications are to close. Applicants will receive notification when the position is awarded.

6.2 - Posting

The job opening will be advertised for 5 business days.

ARTICLE VII - ASSIGNMENT

7.1 – Assignment

a. Regular District employees may apply for the job opening by submitting the appropriate web-based forms via the District's online application. Employees with a boilers license will receive preference for positions requiring a license. If no licensed employee applies for a position requiring a license a non-licensed employee may apply for the position. If a licensed required position is filled by a non-licensed employee said employee shall have one year from the date of hire to acquire a license. Failure to acquire a license within the specified time may result in the demotion to the classification previously held by the employee. Until said employee acquires the required boilers license, they will remain at their current rate of pay. It is the responsibility of the employee to bring in the copy of the required licenses to the Supervisor of Buildings and

The duties and responsibilities may be discussed with the District, Union representatives, and the employee affected when deemed necessary.

Assignment of all employees shall be determined by the District and shall be done in the following manner:

1st Engineer Current employees who apply for a vacancy and are qualified will be interviewed for the position. The successful candidate will be selected using the following criteria: work history, evaluations, understanding of essential job functions, and other conditions as determined by the District. If all factors are equal as set forth by the employer, seniority will be the deciding factor, used in filling the position. Upon request, the District will provide the criteria utilized for selection.

2nd Engineers Current employees who apply for a vacancy and are qualified will be interviewed for the position. The successful candidate will be selected using the following criteria: work history, evaluations, understanding of essential job functions, and other conditions as determined by the District. If all factors are equal as set forth by the employer, seniority will be the deciding factor, used in filling the position. Upon request, the District will provide the criteria utilized for selection.

Custodians Current employees who apply for a vacancy and are qualified will be interviewed for the position. The successful candidate will be selected using the following criteria: work history, evaluations, understanding of essential job functions, and other conditions as determined by the District. Upon request, the District will provide the criteria utilized for selection. If all factors are equal as set forth by the employer, seniority will be the deciding factor, used in filling the position. Applicants from outside of the District will be screened and interviewed, and hired per district policy.

7.2 - Voluntary Transfers

- a. If two employees mutually agree to request a lateral move or transfer within classification and shift, the District may approve such a request.
- b. The District will meet with the employee and with the Union, if requested, to explain a District denial of a requested move or transfer to another position.

Note: Employees voluntarily transferred, or employees who have submitted letters of interest for a lower classification recognize they will be paid at the advertised rate.

7.3 - Non-Voluntary Transfers

(This section applies only to non-voluntary transfers for reason/s other than discipline, the district reserves the right to non-voluntarily transfer employees for disciplinary reason/s)

The District may non-voluntary transfer an employee to a vacant position of equal or less level. In the event no vacant position exists, the district may transfer the said employee

to a swing position. Ten work days prior to the reassignment the District shall notify the employee and Local 400 Business Agent of the intended move, and the reason for the move. The employee may waive the 10 working days' notice, and accept the transfer prior to the ten days. The District may not transfer an employee for arbitrary and capricious reasons.

Upon notification of an impending non-voluntary transfer the employee may request a meeting with the District Human Resource Director to present their concerns with the impending transfer. The request for the meeting and the meeting itself must occur within the 10 working days' notice provided in section (a). During the ten (10) working days the employee shall remain in his/her current position.

The newly vacated position (opened as a result of the non-voluntary transfer) is subject to the application process per the Assignment clause of the CBA. If no qualified applicant applies the District reserves the right to assign/appoint the least senior qualified person to that position.

If all other qualifications, skills and abilities are equal between candidates applying for a voluntary transfer within the bargaining unit an employee who has been involuntarily transferred within the last 12 months shall be given preference for the position.

ARTICLE VIII - UNION ACTIVITY

8.1 - Non-Discrimination

No employee shall be discharged or discriminated against for upholding Union principles or rules, so long as such activity does not interfere with the efficient operation of the District.

8.2 – Picket Line

It shall not be a violation of this Agreement to refuse to cross a picket line and perform work in any instance:

- a. where the purpose of the picketing is lawful, established by a union on the job, and is duly authorized by the union so picketing, and is recognized by the union signatory hereto; and where the establishment thereof is not contrary to or in violation of any law.

8.3 – Picket Line Health and Safety Exception

In the event of any concerted activity, an engineer shall be obliged to enter each building and perform services for the District to insure the safety and welfare of the occupants.

8.4 – Personnel File

The employee shall have the right to review their personnel file and request a copy of the same. The employee shall make an appointment with the Human Resource Office to set a time to review the personnel file.

9.1 - Wages

ARTICLE IX - WAGES & UNION PENSION

		1.04	1.03
Classification:	24-25	25-26	26-27
1st Engineer-HS / Paris	\$22.10	\$22.98	\$23.67
1st Engineer-Elem / MS	\$21.75	\$22.62	\$23.30
2nd Engineer-HS / Paris	\$21.18	\$22.03	\$22.69
2nd Engineer-MS	\$21.01	\$21.85	\$22.51
2nd Engineer-Elementary	\$20.66	\$21.49	\$22.13
3rd Engineer—HS	\$20.97	\$21.81	\$22.46
3rd Engineer—MS	\$20.82	\$21.65	\$22.30
2nd Engineer-Swing	\$20.66	\$21.49	\$22.13
Custodian--All Schools	\$20.08	\$20.88	\$21.51

Pension: ~~The Board shall contribute two dollars and sixty cents (\$2.60) to the pension fund as described above. All payments for pensions will be made to and information forms obtained from: Wintermute & Associates, P.O. Box 1976, Billings, MT 59103.~~ The District at the Union's direction shall contribute two dollars and sixty cents (\$2.60) from wages to the pension fund. All payments for pensions will be made to Montana Operating Engineers – construction and mining industry health and security trust fund PO Box 24202, Seattle WA 98124-202

- 1) Amounts listed on the pay schedule are minimums only. District could increase any area however all employees covered by that section would receive the raise and new rate would automatically be incorporated into the CBA next time the contract is open. For example, if the District decided to increase 2nd Engineer pay by an additional \$.25 all current employees who are currently paid at that rate would get the increase i.e. the District could not give a raise to our favorite employee(s).

9.2 - Longevity:

Employees shall receive longevity based upon all the years within the bargaining unit. Employees eligible to receive a longevity payment during the subsequent school year shall receive their payment on July 1. For purposes of example only: If per the collective bargaining agreement an employee successfully completes their 5th year of employment

with the bargaining unit on February 3, 2010, they will receive their longevity payment on July 1, 2009.

			Effective Ratification 2023
Anniversary of 3 years.			.08
Anniversary of 5 years.			.20
Anniversary of 10 years.			.25
Anniversary of 15 years.			.35
Anniversary of 20 years.			.45
Anniversary of 25 years.			.58
Anniversary of 30 years.			.75
After 35 years			.90

9.3 - Funding Reopener

The union recognizes that the Employer's ability to fund economic benefits contained in this agreement is dependent upon such contingencies as passage of special mill levies, legislative appropriations, and other revenues. Should there be a significant decrease in revenue, as determined by the Board of Trustees, which impairs the ability of the Employer to fund economic and other benefits contained in this Agreement, the parties shall immediately reopen the Agreement to negotiate the provisions herein that are affected by the economic impact. It is agreed that if this provision needs to be utilized that this contract would be reopened only if two or more other employee contracts are also reopened.

9.4 - Higher Classification Pay

When the first engineer, second engineer is absent for more than four (4) hours, the employee filling in from that building (assuming they are appropriately licensed) shall be appointed and assume the higher classification pay. For example, if a first engineer is absent for five (5) hours after the fourth (4th) hour the appropriate 2nd engineer in that building will automatically begin receiving the higher rate of pay for any time worked in the first minute after the 4th hour in that temporary position. The temporary status change must be indicated on the employee's timecard. In the event the employee filling in is NOT licensed the wait period shall be doubled, (Eight (8) hours). The employee shall continue to receive the higher rate of pay until such time that the higher classified employee returns.

9.5 – Pay day

Payday shall be every two weeks, the 15th and the last business day each month. If payday falls on a holiday or weekend, the last day worked prior to the holiday or weekend will be considered payday.

9.6 – Boiler License’s Renewal

First Engineers - Upon submission of a receipt the district shall reimburse \$35 for the renewal cost of the Boilers License.

ARTICLE X - HOURS OF WORK

10.1 – Workday/Week

The workday for all full-time employees shall consist of eight (8) consecutive hours, exclusive of a lunch period of thirty (30) minutes. The work week for all full-time employees shall be five (5) consecutive days of forty (40) hours per week. Part-time, and current split-days employees including split-days replacements shall be excluded from the requirements of this provision. Swing employees may split days if agreed to by the employee.

10.2 - Overtime

Overtime rates shall apply on all work done in excess of 8 hours per day or 40 per week. The overtime rate is one-and-one-half (1 1/2) times the regular rate and shall be paid hourly, or any quarterly fraction thereof, exclusive of the thirty (30) minute lunch period. For the purpose of calculating overtime the work week shall begin on Sunday at 12:00 AM and end on Saturday at 11:59 PM. Part-time and/or temporary employees shall be paid on a prorated basis.

Scheduled: Overtime scheduled in advance will be offered first to those employees who work in the building in which the overtime is scheduled. Overtime shall generally be given to the most senior employee who accepts the additional time. In the event no eligible employee wants to take the overtime, the district shall then go through the bargaining unit list and call by seniority to seek volunteers. If no employee from the bargaining unit list volunteers then the district has the right to compel the least senior qualified employee to work the overtime. It is recognized by the parties that at times specialized skills, or gender may necessitate a less senior employee being awarded the overtime.

Unscheduled: Circumstances may arise that necessitates an employee go into overtime status to address an issue on their specific run. During these circumstances seniority shall not be followed and the employee assigned the run will be offered the overtime. In the event the employee responsible for the run is unable to stay and work Management shall seek volunteers from the building. If no eligible employee in the building wants to take the overtime the district has the right to compel the least senior qualified employee to work the time.

10.3 – Overtime Approval

All overtime must be approved by the Supervisor of Buildings and Grounds or his designee.

10.4 – Call Back Pay

When called back to work on any day, the callback shall be for a minimum of two (2) hours, and the employee shall be paid at the overtime rate for time worked.

10.5 – Engineer on Duty

During the majority of the regular instruction day the District will make a reasonable effort to have an engineer on duty. During the extracurricular or for building rental purposes and engineer and/or custodial staff will be assigned as appropriate. The District reserves the right to determine when and how a position is to be filled.

ARTICLE XI - HOLIDAYS

11.1 – Holidays

The following holidays will be given with pay if the employee is in a pay status (on sick leave, vacation, bereavement leave, or jury duty) on the workday prior to or on the workday following the listed holiday: Labor Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Eve afternoon, Christmas Day, New Year's Eve afternoon, New Year's Day, Memorial Day, July 4th, President's Day, and Good Friday.

11.2 – Holidays on a Weekend

Should a holiday fall on a Saturday, all day Friday shall be a holiday. Should a holiday fall on a Sunday, all day Monday following shall be a holiday. Christmas Eve afternoon (December 24) and New Year's Eve afternoon (December 31) shall be holidays only when that day is a regularly scheduled workday for the individual employee.

11.3 – School in Session

Should the school calendar dictate that school is in session on any of the aforementioned days, representatives of the School District and representatives of the Union shall meet and mutually agree on other day(s) to be taken as holidays.

11.4 - Emergency Callout Holidays

Should weather or other conditions require attendance on the job for part or all of any of the holidays covered by this Contract (exclusive of a lunch period of 30 minutes) the person involved will be paid two and a half (2 1/2) times the regular hourly rate of pay. Weekend checkers are excluded from this provision but shall be entitled to be rescheduled for equivalent time off at their regular rate of pay.

ARTICLE XII - INSURANCE

12.1 - Insurance

During the term of the agreement, employees shall receive the same monthly contribution as provided to the GFEA.

Duration of Insurance Contribution: An employee is eligible for School District contribution as provided in 12.1 above, beginning on the first business day of the month following the employee's first day of work as a member of the bargaining unit and shall remain so long as the employee is employed by the School District. Upon termination of employment, all District contributions shall cease.

Claims against the School District: It is understood that the School District's only obligation is to make such contributions as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance coverage or benefits by an insurance carrier.

12.2 – Insurance Committee

The employees covered by this contract shall have a representative on the district insurance committee with full participation rights.

12.3 – Insurance Effective Date

Health and Hospitalization coverage for full-time employees will become effective the first business day the month following the employee's first day of work as a member of the bargaining unit.

12.4 – Term Life Insurance

The Board agrees to provide a \$20,000 Term Life Insurance policy on each full-time employee covered by this Agreement. Life Insurance shall be provided in accordance with the plan document from the Life Insurance Provider.

ARTICLE XIII - VACATION

(Vacation According to State Statute)

13.1 - Vacation

Each full-time employee of the District is entitled to and shall earn vacation leave credits from the first full pay period of employment. For calculating vacation leave credits, two thousand eighty (2,080) hours (52 weeks x 40 hours) shall equal one (1) year. Proportionate vacation leave credits shall be earned and credited at the end of each pay period. However, employees are not entitled to any vacation leave with pay until they have completed the probationary period. Persons regularly employed nine (9) or more months each year, but whose continuous employment is interrupted by the seasonal nature of the position, shall earn vacation credits. In order to qualify, such employees must immediately report back for work when operations resume in order to avoid a break in service. Vacation leave credits shall be earned in accordance with the following schedule:

- a. From one (1) full pay period through ten (10) years of employment at the rate of fifteen (15) working days per year;
- b. After ten (10) years through fifteen (15) years of employment at the rate of eighteen (18) working days per year;

- c. After fifteen (15) years through twenty (20) years of employment at the rate of twenty-one (21) working days per year;
- d. After twenty (20) years of employment at the rate of twenty-four (24) working days per year.

13.2 – Part Time Employees

Part-time employees are entitled to pro-rated annual vacation benefits.

13.3 – Leave is Protected Right

It shall be unlawful for an employer to terminate or separate an employee from his employment in an attempt to circumvent the provision of this law.

13.4 – Leave Requests

Employees are encouraged to take vacation during the months of June, July, and August and holiday breaks.

Exception: Up through five (5) consecutive work days may be granted during the regular school year (September through May). Requests for vacation during the regular school year shall be submitted in writing to the Supervisor of Buildings and Grounds not less than seven (7) calendar days before the first day of the vacation requested. The number of employees on vacation during the regular school term should at no time exceed three (3), but the District may allow up to five (5).

Accumulation of Leave: Annual vacation leave may be accumulated to a total not to exceed two times the maximum number of days earned annually as of the end of the first pay period of the next calendar year (approximately mid-January). Excess vacation time is not forfeited if taken within 90 calendar days from the last day of the calendar year (approximately March 31) in which the excess was accrued.

An employee who terminates his employment for reason not reflecting discredit on himself shall be entitled, upon the date of such termination, to cash compensation for unused vacation leave, assuming that the employee has worked the qualifying period set forth in 13.1.

13.5 – Leave Scheduling

Written requests for the ensuing calendar year may be submitted between November 15 and December 15th and posted during the first week in January. In the event multiple employees ask for the same date off seniority shall be the determining factor. Exceptions may be made for extenuating circumstances i.e. if the less senior employee is requesting time off for a date specific event for example a wedding. All leave requested after December 15 shall be determined on a first come first serve basis.

13.6 - Records

A record of requested vacations will be kept in the Office of the Department of Buildings and Grounds.

13.7 – Change of Leave

If a change in vacation time is desired, notification in writing must be presented to the Department of Buildings and Grounds, at least fifteen (15) calendar days prior to the originally-intended vacation.

13.8 - Limits

The scheduling of vacations may be limited by the District dependent upon District or building work schedules.

ARTICLE XIV - SICK LEAVE

(Sick Leave According to State Statute)

14.1 - Sick Leave

Each full-time employee of the District is entitled to and shall earn sick leave credits from the first full pay period of employment. For calculating sick leave credits, two thousand eighty (2,080) hours (52 weeks x 40 hours) shall equal one (1) year. Proportionate sick leave credits shall be earned and credited at the end of each pay period. Sick leave credits shall be earned at the rate of twelve (12) working days for each year of service without restriction as to the number of working days the employee may accumulate.

14.2 – Qualifying Period

An employee may not accrue sick leave credits unless they are in a pay status. Employees are not entitled to be paid for sick leave under the provisions of this provision until they have been continuously employed for ninety (90) days. Upon the completion of the qualifying period, the employee is entitled to the sick leave credits he has earned.

14.3 – Part-time Employees

Part-time employees are entitled to pro-rated leave benefits.

14.4 – Temporary/Seasonal Employees

Full-time temporary and seasonal employees are entitled to sick leave benefits provided they work the qualifying period.

14.5 - Termination

An employee who terminates employment with the District is entitled to a lump-sum payment equal to one-fourth (1/4) of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's salary or wage at the time he terminates his employment with the District. Accrual of sick leave credits for calculating the lump-sum payment provided for in this subsection begins July 1, 1971, and the payment therefore shall be the responsibility of the District. However, no employee forfeits any sick leave rights or benefits he had

accrued prior to July 1, 1971. However, where an employee transfers between agencies with the District he shall not be entitled to a lump-sum payment.

14.6 – Lump Sum Payment

An employee of the District who receives a lump-sum payment pursuant to this section and who is again employed by the District shall not be credited with any sick leave for which he has previously been compensated.

14.7 – Immediate Family

Sick leave may be used for personal illness or disability and also for illness or disability of the employee's immediate family. The immediate family shall be defined as father, mother, sister, brother, husband, wife, son, daughter, step-son, step-daughter, spouse's father, spouse's mother, grandchildren, grandparents, brother's wife, sister's husband, spouse's sister, spouse's brother, child's spouse, step child's spouse. A doctor's verification may be required by the District for any paid employee sick leave used in excess of three (3) consecutive working days or in excess of six (6) working days in the last twelve (12) calendar months.

14.8 - Abuse

Abuse of sick leave is cause for disciplinary action up to and including dismissal as per State Statute.

ARTICLE XV - LEAVES

15.1 – Jury Duty & Witness Duty

1. Employees called for jury or witness duty may be absent from duty without loss of pay or other benefits provided the employee has:
 - a) advised the immediate supervisor on the first day of work following the receipt of the jury summons;
 - b) submitted one copy of the jury summons at the time the request for absence is made on the proper District form (Request for Administrative Approval form); and
 - c) endorsed the jury duty fee payment, excluding reimbursement for travel, meals, and lodging, over to the District within sixty calendar days from the last day on which jury duty was served.
2. Failure to deliver the endorsed fee payment to the District within this time period shall result in the loss of wages for the period of absence.
3. Leave is provided for absence from duty with pay only for the time actually spent on jury or witness duty. Employees relieved for part of their duty day to participate in jury or witness duty must return to their assignment for the remainder of the day. Reasonable allowance for time to and from the courts will be taken into account. Employees who fail to return under these circumstances will be considered absent without leave and subject to disciplinary action.
4. Engineers/custodians who work a shift scheduled to go past 10:00PM, and are called to jury duty and attended jury duty 4 hours or less, than he/she shall report to work and the employee keeps the jury duty pay. If the jury duty lasts more than 4 hours, then the employee may be absent from duty without loss of pay or other benefits (Per the section above the employee must inform Buildings and

Grounds Supervisor) and be paid jury duty leave and surrender jury duty pay to the District.

15.2 - Bereavement Leave

Each employee shall be allowed to use up to ~~three (3)~~ five (5) days at full pay for absences from school for each occurrence of death in the employee's immediate family or for any other member of the employee's immediate household. This leave allowance is in addition to other leaves allowable in this contract.. Immediate family shall be defined as employee's father, step-father, father's brother, father's sister, mother, step-mother, mother's brother, mother's sister, sister, brother, husband, wife, son, daughter, step-children, foster children, daughter-in-law, son-in-law, grandparent, great grandparent, grandchild, brother's wife, brother's child, sister's husband, sister's child, spouse's father, spouse's mother, spouse's sister, or spouse's brother, step child's spouse.

2. Bereavement leave as defined in Article 17, may be extended by the use of sick leave with prior approval. The Request for Administrative Approval must be completed.

3. Sick leave may be used for the funeral, memorial service or other related activities of a person outside of the definition in Article 17, (above). Administration may require documentation. The Request for Administrative Approval must be completed.

4. Bereavement leave allowance is not cumulative from year to year. This shall be an emergency leave applicable for the particular occasion only.

15.3 - Medical Leave of Absence

A Medical Leave of Absence without pay is an approved absence from duty for reasons of verified medical disability.

Employees on medical leave of absence shall not accrue or benefit from any benefits including, but not limited to, sick leave, vacation leave, and health and hospital coverage. Seniority rights shall continue to accrue while on leave of absence.

An employee may request a Medical Leave of Absence, on the proper District form, and the medical leave shall be approved if the request for the leave is accompanied by a written statement from a medical doctor which specifically states that the employee cannot perform the duties for which the employee is hired. The employee shall receive a written response to the leave request within a reasonable period of time of the disposition of the request.

If the employee has exhausted all accumulated sick leave and has not requested and been granted vacation leave and has not requested a Medical Leave of Absence and is unable to perform or return to perform the duties for which the employee is hired, the Board may place the employee on medical leave.

The length of the Medical Leave of Absence is for a period of up to one year, and may, upon request, be renewed or extended by action of the Board. The District may request a review of the employees' medical condition.

The employee's request for return to duty shall be accompanied by a statement from a medical doctor attesting to the employee's ability to resume District duties. There is no guarantee regarding building assignment upon return. However, an employee shall, upon return, be placed in the first available comparable position as far as classification is concerned or the employee may elect to take the first available position in a lesser classification. The District may place the employee directly into the former position without bidding.

An employee on medical leave because of a job-related accident shall immediately return to work when medically released. The District shall place the employee in the former position if it still exists, or if it does not exist, into a job in the same classification. When possible an employee shall be placed on early return to work plan per guidelines established in the safety handbook.

The employee may maintain, at no cost to the Board, Board health and hospitalization insurance provided the amounts of the premium are remitted prior to the elected beginning date of the leave or within thirty (30) calendar days after the first day of the leave if the District has placed the employee on Medical Leave, unless other special arrangements have been made in advance with the Business Office.

The employee may maintain, at no cost to the District, individual term life insurance coverage provided individual arrangements are made with the District within thirty (30) calendar days of the first day of Medical Leave.

Insurance Exception: For absences caused by job-related accidents the District will fully pay all insurance premiums for up to five (5) working days following the accident for employees who are not in a pay status.

15.4 - Sick Leave Donation

If eligible donor and receiver both have worked the required state law number of days to use sick leave, an employee shall have the right to donate, in writing, accrued sick leave to an employee within the Unit of their choice for the employee's personal illness or physical disability beyond the ill employee's own accumulated sick leave. No employee may receive more than twenty (20) days of donated sick leave during any school year. While using the twenty (20) days of donated sick leave, the employee may not receive pay or compensation from any other plan in which the District participates in either in whole or part.

15.5 – Voluntary Leave of Absence

A leave of absence without pay may be granted for a period of time not less than one (1) calendar month and not more than twelve (12) calendar months. Seniority rights shall continue to accrue while on leave of absence.

Employees on voluntary leave of absence shall not accrue or benefit from any benefits including, but not limited to, sick leave, vacation leave, and health and hospital coverage. Written requests for formal leave of absence shall be submitted to the Director of Human Resources no less than thirty (30) calendar days preceding the effective date of the leave.

The employee shall notify the Director of Human Resources of the intent to return to work not less than thirty (30) calendar days before the leave of absence expires. Failure to comply will result in loss of position as an employee of the District.

There is no guarantee regarding building assignment upon return. However, an employee shall, upon return, be placed in the first available comparable position as far as classification is concerned or the employee may elect to take the first available position in a lesser classification.

This provision is subject to Article VII Assignment.

15.6 - Personal Day

All employees shall be granted two (2) Personal Leave Days on July 1 of each school year. The leave must be used by June 30th, and will not be carried over from year to year. The leave may be used in half day increments. During the normal school year, personal leave is to be used when advance notice of leave usage is impractical. At the end of the school year should the employee still have personal leave the leave shall be used in the same manner as vacation.

ARTICLE XVI - JOB STEWARD

16.1 - Steward

The Union may appoint a working employee as a steward. The Union shall immediately advise the employer in writing on making such appointment. The employer shall immediately notify the Union in the event of his termination. Stewards shall be given job security and shall not be discharged or laid off for performing duties as job steward in accordance with this Article. The job steward shall remain on the job as long as there is work in a classification he is capable of performing, providing, however, he will not replace more senior employees. The job steward shall not have the authority to interrupt or stop any work.

ARTICLE XVII - PROBATIONARY PERIOD

17.1 - Probationary Period

In-district employees who have successfully completed their probationary period with the district and transfers into a position in the bargaining unit shall serve a 6-month probationary period. In the event an in-district employee transfers and is unsuccessful they shall be reassigned to a position similar to their original position. All others serve a 1 calendar year probationary period.

17.2 - Just Cause

After successful completion of probation by new employee, no employee will be disciplined, reprimanded, warned, reduced in compensation, suspended, or terminated without just cause.

ARTICLE XVIII - REST BREAK

18.1 - Breaks

A rest break of fifteen (15) minutes shall be granted approximately midway through the first half of a shift and a fifteen (15) minute rest break shall be granted approximately midway through the second half of a shift. Employees may not use their breaks and or lunch to shorten their shift.

ARTICLE XIX - ELECTION OF STATUTORY OR CONTRACTUAL PROCEDURES AND WAIVER

19.1 - Waiver

In the event that an employee is disciplined, reprimanded, warned, reduced in compensation, suspended, terminated, laid off, reduced in force, not recalled or affected by any other adverse District action, the employee and his/her collective bargaining representative, Operating Engineers Union, together and as one, shall have the right to pursue either statutory or contractual grievance procedure rights and remedies, but not both. In the event that the employee and the Union, or either one alone, formally initiate any statutory, judicial or administrative proceedings against or involving the District, it is expressly agreed that all contractual grievance procedures contained in this Agreement are forever waived, shall not apply, and shall have no force or effect. In the event that the contractual grievance procedure is initiated, the signed grievance shall contain an acknowledgment that all statutory procedures, statutory rights, and statutory remedies are expressly and forever waived.

ARTICLE XX - GRIEVANCE PROCEDURE

20.1 - Definition

A grievance is a signed, written complaint on an appropriate form alleging a dispute between the parties involving the application, meaning, or interpretation of this Agreement. There shall be no suspension of work, but such alleged breach shall be treated as a grievance and shall be settled in the following manner:

1. The affected employee and his representative if desired and the immediate supervisor for the District shall endeavor to adjust the matter within five (5) working days from the date the alleged grievance arose, or within five (5) work days from the time the grievant became aware of the matter. The immediate supervisor shall give his answer within five (5) work days from receipt of the complaint.
2. If the matter is not resolved under the preceding provision or if the immediate supervisor fails to give his answer within the time provided, the aggrieved employee and his representative if desired shall have five (5) working days to reduce the grievance to writing and present same to the District. The District shall arrange to meet with the aggrieved and employee representative if desired within ten (10) working days. The District shall give a decision on the matter in writing within five (5) working days from the date of the meeting.
3. If the matter is not satisfactorily resolved as provided for in the preceding provision, the Union may, within ten (10) additional working days, refer the matter to the

Board of Trustees. This submittal shall be in writing and shall have attached thereto all statements and documents which have been part of the grievance record up to that time, and any other statements and documents that relate to the alleged violation. The employee and the designated official of the Union and the Board of Trustees or their agents shall meet as soon as mutually convenient but not later than ten (10) working days, and make an effort to resolve the dispute on a mutually satisfactory basis. This step may be by-passed by the mutual agreement of the District and the Union.

4. If the matter in dispute is not resolved or disposed of within twenty (20) working days from the date of the initial meeting with the Board of Trustees or their agents, or if Step 3 is by-passed, the Union may provide written notice to the Board of Trustees within an additional ten (10) working days that arbitration of the issue is desired.
5. If the Union and the District cannot agree as to the arbitrator within five (5) working days from the date of written notification of the Union's desire to pursue arbitration, the District shall notify the Board of Personnel Appeals of the need for an arbitrator and shall request a list of five (5) names. Within ten (10) working days of the receipt of the list from the Board of Personnel Appeals, the Union and the District shall select an arbitrator. The Union shall first strike one (1) name from the list, and the District shall strike the second name; the Union shall strike the third name, and the District shall strike the fourth name. The remaining name shall be the arbitrator of the grievance. The District shall notify the Board of Personnel Appeals of the name of the selected arbitrator.
6. Rules of procedures to govern the hearing shall be fixed by the arbitrator, and the award when signed by the arbitrator shall be final and binding.
7. Nothing contained herein shall be construed to circumvent the right of an employee to take up a grievance with the employer and have the same settled without the provisions of this Agreement.
8. The arbitrator shall have no power to add to, subtract from or alter in any way the express terms of this Agreement nor imply any restrictions or burden to any party that has not been assumed in this Agreement. The Union shall not be permitted to assert in any such arbitration proceedings any ground not specified in the original written grievance. The District nor the Union shall rely on any evidence not previously disclosed to the other party.
9. Each party shall bear the expense of preparing its own case and the expense of its representatives at the arbitration hearing. The fee and expenses of the arbitrator shall be shared jointly and equally between the District and the Union.
10. The parties hereto may mutually agree to extend any of the time limits set forth herein.

ARTICLE XXI - SAVINGS CLAUSE

21.1 – Saving Clause

In the event any federal or state law conflicts with any provision of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect. The parties agree to meet promptly for the purpose of negotiation on any issues developed as a result of conflicting state or federal law.

ARTICLE XXII - AMENDMENTS TO THE CONTRACT

22.1 - Amendments

This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Discussion will be limited to that item or those items that are agreed upon to discuss before opening. Such amendment shall be agreed to by both parties, reduced in writing, stating effective date of amendment, and be executed in the same manner as is this Agreement.

ARTICLE XXIII - EFFECT

23.1 - Effect

It is further agreed and understood that this Agreement shall be in full force and effect upon ratification through the 30th day of June, 2027 and until such further time as a new contract is entered into and contained in full force and effect, unless either of the said two parties gives written notice sixty (60) days prior to the expiration of the Agreement.

ARTICLE XXIV - STRIKES AND LOCKOUTS BARRED

24.1 - No Strike

The Union agrees that it will not cause or authorize any strike or concerted activity to occur during the life of this Contract. The Board agrees that it shall not lock out any employee covered by this Contract.

24.2 - Strike Notification

In the event of any strike or concerted activity, the Union agrees to notify employees violating this provision as soon as possible that such activity is not authorized by the Union and is a possible violation of this Contract.

ARTICLE XXV - MANAGERMENTS' RIGHTS

25.1 – Management Rights

It is understood and agreed that all functions, rights, powers, or authority of the administration of the District which are not limited by the express language of this Contract are retained by the Board. Neither this Contract nor the act of any meeting, conferring, or negotiating shall be construed to be a delegation to others of the policy-making authority of the Board, which authority the Board specifically reserves unto itself. Management of the District and the direction of its employees are vested exclusively in the Board in all such areas but not limited to the following:

- a. Direct employees covered by this Contract;

- b. Hire, retain, promote, transfer, suspend, discharge, and assign employees;
- c. Relieve employees from duty because of lack of work or loss of revenue;
- d. Establish, modify, delete, and enforce reasonable rules and regulations;
- e. Determine the method, number, and kinds of personnel by which operations undertaken by employees are to be conducted, including the right to designate the work to be performed by the District or others, and the places and the manner in which it is to be performed.

All employees are protected by the language of this Contract. The above language does not supersede other Contract language.

25.2 – Employee and Student Safety

The District reserves the right to request the immunization status or records of employees. In the event the records are not available, or the employee declines the District shall comply with the directives of the properly authorized Health Agency when dealing with a contagious illness. Failure to provide such documentation will result in the individual not being able to report to work until released by a doctor. The individual may use accumulated sick leave, annual leave, or leave without pay while waiting to return to work.

ARTICLE XXVI - SIGNATURE

IN WITNESS THEREOF: The parties hereto acting by and through their respective officers or representative have hereto set their hands and seals the day and year written below:

INTERNATIONAL UNION OF
OPERATING ENGINEERS,
Local 400:

GREAT FALLS PUBLIC SCHOOLS

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

SIGNATURE: _____

SIGNATURE: _____

DATE: _____

DATE: _____

 Great Falls Public Schools Great Falls, MT	Turoski	Thompson	Sunchild	Skomogosi	Johnson	Duff	Bronson
Motion							
Second							
Ayes							
Nays							
Abstain							

GREAT FALLS PUBLIC SCHOOLS

MEETING DATE: July 21, 2025

CATEGORY: Action

AGENDA ITEM NUMBER: VII. H.

CABINET MEMBER: Luke Diekhans

TOPIC

2025-2026 Great Falls Public Schools (GFPS) Teachers' Retirement System (TRS) / Public Employee Retirement System (PERS) Administrators and Supervisors Compensation

STRATEGIC PLAN

Stewardship and Accountability

BACKGROUND

The 2025-2026 administrator and supervisor compensation budget unit is comprised of 47 employees.

Discussion

These employees are critical to the mission of the District. They set the climate, implement the Board's goals, provide instructional leadership, and maintain the safety and discipline that allows Great Falls Public Schools to continually perform at high levels. The base salaries for the employees listed below in this unit are adjusted by 4%.

Positions include: 2 Executive Directors of Student Achievement, 1 Director of Business Operations, 1 Human Resources Director, 1 Director of Technology, 2 Co-Coordinators of Curriculum and Instruction, 1 Coordinator of Athletics, 1 Coordinator of Music and Art, 1 Coordinator of Indian Education, 3 Coordinators of Student Services, 1 Coordinator of Student Services Title I, 1 Coordinator of Student Services-ELF, 2 High School Principals, 6 High School Associate Principals, 1 Alternative High School Principal, 2 Middle School Principals, 2 Middle School Associate Principals, 15 Elementary Principals, 1 Supervisor of Facilities, 1 Assistant Supervisor of Facilities, 1 Supervisor of Food Services, and 1 Coordinator of College and Career Readiness Center.

The Superintendent is not included in the above listed group and fiscal implications and the parameters for contract was previously settled.

See attached salary schedule structures for the three (3) groups of administrators and supervisors: District-level Administrators, Principals, and Supervisors.

FISCAL IMPLICATIONS

The 4% increase in base salaries will result in an approximate salary budget for this group of \$5,379,310 for 2025-2026. This is approximately a \$207,311 net increase. The District will be adding a flat \$500 payment the Administrators 1% 403b contribution, at the additional cost of \$23,500 per year.

All additional discretionary days from ESSER have been removed from all administrator benefits as these were only available because of the additional funding, and all parties had been advised in prior years.

TRS PRINCIPAL SALARY SCHEDULE 2025-2026

Administrative salaries can be computed using the following formula:

(Base Daily Rate x Index x Contract Days) = Base Salary

Total Salary = Base Salary + Education Increment + Career Increment(s)

2025-2026		
POSITION	CONTRACTED	25-26 BASE
Elementary Principal	210	\$ 101,619.00
Middle School Principal	260	\$ 113,540.00
High School Principal	260	\$ 123,689.00
Alternative High School Principal	260	\$ 113,540.00
Associate Principal (high school)	220	\$ 101,985.00
Associate Principal (middle school)	220	\$ 100,196.00
Coordinator, CCRC	210	\$ 95,642.00
Education Increment for 2025-26: The increment is based on 2.5% of the Elementary Principal Base		
MA	\$ -	
MA + 10	\$ 2,540	
MA + 20	\$ 5,081	
MA + 30	\$ 7,621	
Doctorate	\$ 10,162	
\$1625 in each of these years based on years completed: 4th, 7th, 10th, 13th, 16th, 19th, 22nd, 25th, etc.		
Daily Rate for Base =	\$ 407	
Career Increment is based on 4.49 times the daily rate.	\$ 1,826	

OTHER TRS/PERS ADMINISTRATORS' SALARY SCHEDULE 2025-2026

25-26											
TRS Career Increments		1	2	3	4	5	6	7	8	9	10
	25-26 base (yr 1-3)	4 - 6	7 - 9	10-12	13-15	16-19	20-23	24-28	29-33	34-38	
Days											
ED Student Achievement	260	\$ 131,306	1.025	1.025	1.025	1.02	1.02	1.015	1.015	1.01	1.01
Co-Coordination Curric and Instr	260	\$ 101,536	1.02	1.025	1.025	1.02	1.02	1.015	1.015	1.01	1.01
Coords: Music/Ind. Ed./Athletics	225	\$ 98,995	1.02	1.02	1.02	1.02	1.02	1.015	1.015	1.01	1.01
Coords: Student Svcs.	225	\$ 103,640	1.02	1.02	1.02	1.02	1.02		1.015	1.01	1.01
Coord: Student Service ELF	210	\$ 96,730	1.02	1.02	1.02	1.02	1.02		1.015	1.01	1.01
Days			2	3	4	5	6	7	8	9	10
PERS Career Increments	25-26 base (yr 1-3)	yr 4-6	yr 7-9	yr 10-12	13 - 15	16 - 19	20 - 23	24 - 28	29 - 33	34 - 38	
Business Manager	260	\$ 131,306	1.02	1.025	1.025	1.02	1.02	1.015	1.015	1.01	1.01
Human Resources	260	\$ 120,993	1.02	1.025	1.025	1.02	1.02	1.015	1.015	1.01	1.01
Director: Tech	260	\$ 120,993	1.02	1.025	1.025	1.02	1.02	1.015	1.015	1.01	1.01

PERS SUPERVISOR SALARY SCHEDULE 2025-26

Supervisor Salaries 2025-2026		
	# of Days	25-26 BASE
Supervisor of Bldng/Grnds*	260	\$ 85,792
Supervisor, Food Services*	260	\$ 81,583
Assist. Supervisor of Bldng/Grnds.	260	\$ 72,302
Experience:		
Upon a successful job review the PERS Supervisor will receive an annual experience at the rate of	\$608	
PDI: granted for 150 hours of professional training	\$500	

RECOMMENDATION

The District Board is requested to approve the Great Falls Public Schools Administrators and Supervisor Salaries for 2025-2026 as presented.

For more information about this item, please contact Superintendent Heather Hoyer at (406) 268-6001 or Human Resource Director Luke Diekhans at (406) 268-6010.

[Return to Agenda](#)

 Great Falls Public Schools Great Falls, MT	Turoski	Thompson	Sunchild	Skornogowski	Johnson	Duff	Bronson
Motion							
Second							
Ayes							
Nays							
Abstain							

GREAT FALLS PUBLIC SCHOOLS

MEETING DATE: July 21, 2025

CATEGORY: Action

AGENDA ITEM NUMBER: VII. I.

BOARD MEMBER: Chairperson Johnson

TOPIC

Electronic Vote on Montana School Boards Association Business

STRATEGIC PLAN

Student Achievement and Stewardship and Accountability

BACKGROUND

The MTSBA Bylaws provide an alternative process for conducting voting on Association issues (other than at membership meetings) as follows:

ARTICLE III, SECTION 7. VOTING BETWEEN MEETINGS OF MEMBERS. Voting at times other than at annual or special meetings shall be on ballots distributed by the Executive Director as authorized by the Board of Directors. Such ballots shall contain a full explanation of the question presented, shall indicate the number of votes to be cast by the member school district, shall instruct the manner in which the ballot is to be marked and shall be mailed to the chairperson of each member school board by the Executive Director at least thirty (30) days in advance of the deadline for returning the marked ballots. All ballots cast must be signed by the chairperson of the member school board and shall be tallied by the Executive Director. The results of the balloting shall be provided to the membership via mail and/or electronic means.

ARTICLE XII – CONDUCTING BUSINESS THROUGH ELECTRONIC MEANS. The Association may conduct any business via technology and/or other electronic means. Therefore, any reference in these Bylaws to written notice, mailings, signatures, distribution of information, conducting meetings or otherwise conducting any business of the Association shall be construed to specifically authorize such conduct in whole or in part through technological means. Such authority shall include but shall not be construed as being limited to: video and conference calls, electronic ballots, electronic meetings, and elections.

DISCUSSION

The MTSBA Annual Meeting is typically held in June where the membership votes on the items that require a vote of the membership. This year's Annual Meeting was cancelled due to lack of meeting quorum requirements to conduct business of the Association.

The items that require discussion and action by the Board are included with this agenda item.

FISCAL IMPLICATIONS

None

RECOMMENDATION

The District Board is being requested to discuss each of the items in the attachment and take formal action so the results can be sent to the Montana School Boards Association by July 31, 2025.

For more information about this agenda item, please contact Superintendent Heather Hoyer at (406) 268-6001, or Director of Business Operations Brian Patrick at (406) 268-6050.

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2025 MTSBA Membership Electronic Vote

Introduction

Dear MTSBA Member:

Given our lack of registrations to meet our quorum requirements, the 2025 Annual Meeting in June was cancelled. Therefore, we are conducting the necessary business of the Association at this time via electronic means pursuant to the MTSBA Bylaws.

Please cast the vote on behalf of your Board of Trustees on the following items that come as a seconded motion from the MTSBA Board of Directors:

- 1. Confirmation of MTSBA current Principles and Guidelines;**
- 2. Confirmation of the current foundational elements of MTSBA's DNA;**
- 3. FY27 Dues Revenue Estimate: NOTE: You are not voting on your District's FY27 Dues; rather, this is the FY27 Dues Revenue Estimate that is calculated pursuant to the MTSBA Bylaws;**
- 4. Nomination of Rick Cummings (MTSBA Region 5 Director and Cascade Trustee) as MTSBA President-Elect; and**
- 5. Nomination of Jennifer Hoffman (MTSBA Municipal Director from Billings Public Schools) as MTSBA Vice-President.**

As always, thank you for your time.

Lance L. Melton
MTSBA Executive Director

* 1. Please provide the NAME of your School District. Note: Do not provide provide a School District No.

**NAME of your
District**

* 2. Please provide the NAME of the individual who is submitting this electronic vote on behalf of the Board of Trustees.

Name

* 3. Please indicate whether your School District supports or opposes the MTSBA Principles & Guidelines as presented.

- ☐ Our School District **approves** the MTSBA Principles & Guidelines as presented.
- ☐ Our School District **opposes** the MTSBA Principles & Guidelines as presented.
- ☐ Our School District **abstains** from voting on this issue.

* 4. Please indicate whether your School District supports or opposes the Foundational Elements of MTSBA's Organizational DNA as presented.

- ☐ Our School District **approves** the Foundational Elements of MTSBA's Organizational DNA as presented.
- ☐ Our School District **opposes** the Foundational Elements of MTSBA's Organizational DNA as presented
- ☐ Our School District **abstains** from voting on this issue.

* 5. Please indicate whether your School District supports or opposes the FY27 Dues Revenue Estimate. *NOTE: You are not voting on your District's FY27 Dues; rather, this is the FY27 Dues Revenue Estimate that is calculated pursuant to the member-adopted MTSBA Bylaws.*

- ☐ Our School District **approves** the FY27 Dues Revenue Estimate
- ☐ Our School District **opposes** the the FY27 Dues Revenue Estimate
- ☐ Our School District **abstains** from voting on this issue.

* 6. Please indicate whether your School District supports or opposes the nomination of Rick Cummings (MTSBA Region 5 Director and Cascade Trustee) as MTSBA President-Elect (and unanimously nominated by the MTSBA Board of Directors).

- ☐ Our School District **approves** Rick Cummings as MTSBA President-Elect.
- ☐ Our School District **opposes** Rick Cummings as MTSBA President-Elect.
- ☐ Our School District **abstains** from voting on this issue.

* 7. Please indicate whether your School District supports or opposes the nomination of Jennifer Hoffman (MTSBA Municipal Director from Billings Public Schools) as MTSBA Vice-President (and unanimously nominated by the MTSBA Board of Directors).

- ☐ Our School District **approves** Jennifer Hoffman as MTSBA Vice-President.
- ☐ Our School District **opposes** Jennifer Hoffman as MTSBA Vice-President.
- ☐ Our School District **abstains** from voting on this issue.

* 8. Signature of Board Chair. By inserting the name of your Board Chair here, this confirms and has the legal impact of your Board Chair's legal signature.

Name

Principles and Guidelines
Approved by the MTSBA Membership: July 2024
Proposed for Further Approval in July 2025

The purpose of this document is two-fold. First, it is intended to provide a framework of governance for school districts throughout Montana. You, as school board trustees, can review these Principles and Guidelines and use them as a guide to fulfill the Peoples' goal of developing the full educational potential of each child in your district. Secondly, this document identifies key advocacy issues that MTSBA will pursue on behalf of trustees, school districts, and each student in Montana in the pursuit of educational excellence.

Principle I

Alignment of efforts and activities with the Peoples' goal of developing the full educational potential of all the state's citizens while guaranteeing equality of educational opportunity to each person of the state.

Relevant Guidelines for School Boards:

School boards should:

1. Embrace excellence in the governance of their local public schools. This can be accomplished through coherent and aligned governance devoted to visionary and strategic based leadership, setting high expectations for all, embracing a culture of collaboration and team-building, and other practices and strategies that are focused on developing the full potential of each child.
2. School boards should remain focused on the success of each child in carrying out their statutory obligation to collectively bargain in good faith with their public employees in compliance with 39-31-305, MCA. Maintaining a focus on the individualized success of each child will help ensure that limited resources are used in the most effective and efficient manner possible in pursuing the people's goal of developing the full potential of each child.
3. Employ staff who are highly qualified and engaging.
4. Embrace the concept of personalized learning for all students embracing individualized, applied, work-based and distance learning opportunities to meet each child on their own terms to ensure student success. Create a safe environment for all that is conducive to learning, free from bullying, harassment, and intimidation.
5. Encourage and welcome parental and family involvement to help understand each child's needs.
6. Advocate in every possible manner for adequate school funding to pursue and accomplish the Peoples' goal of developing the full educational potential of each student.

Relevant Guidelines for MTSBA Activities:

MTSBA must:

1. Advocate for adequate, rational and flexible funding for schools, sufficient to allow school districts to meaningfully comply with and provide an education worthy of the definition of the basic system of free quality schools in 20-9-309, MCA.

Principle II

Recognition of the shared authority for education between the community, locally elected school boards, and the bodies with constitutional authority and responsibility for education, including the Governor, the Montana Board of Public Education, and the Legislature.

Relevant Guidelines for School Boards:

School boards should:

1. Strongly embrace and advocate for the preservation of locally-made decisions within our communities.
2. Conscientiously use local, state, and federal resources to successfully educate students.
3. Engage, educate, and enlist the support of community members regarding the public schools' charge of developing the full educational potential of each child.

Relevant Guidelines for MTSBA Activities:

MTSBA must:

1. Advocate for supervision and control of the schools in each district by the community-elected board of trustees working in collaboration with the community in which they serve as the best way to ensure that all students are college, career and life ready, equipped to choose and thrive in a career of their choice.
2. Support and advocate for proper exercise of the Board of Public Education's and the Legislature's respective authority. The Board of Public Education is to exercise "general supervision" over the basic system of free quality schools, which should be exercised in a manner that does not intrude on the more specific and expansive authority of elected school boards to "supervise and control" education in each community. The Legislature is to define the basic system of free quality schools and fund it rationally, recognizing the Board of Public Education's accreditation standards which represent the minimum standards upon which the basic system of free quality schools is built.
3. Advocate for and enforce the constitutional guarantee and requirement that all publicly funded K-12 education in Montana be supervised and controlled by school boards publicly elected by the qualified electors in each district as required by Article X, Section 8 and Article IV, Section 2 of the Montana Constitution.

Principle III

Equality of educational opportunity for each person of the state.

Relevant Guidelines for School Boards:

School boards should:

1. Ensure that all resident children have full access to the programs and resources of their local public schools.
2. Ensure the opportunity to succeed for each child.

Relevant Guidelines for MTSBA Activities:

MTSBA must:

1. Work to provide adequate and equitable funding so that local boards can provide each child's access to programs and services.
2. Protect the equal right to respect, dignity, and opportunity for each child.

Principle IV

Recognition of and commitment to the preservation of the distinct and unique cultural heritage of American Indians.

Relevant Guidelines for School Boards:

School boards should:

1. Implement and maintain programs to preserve and educate its students regarding the cultural heritage and language of American Indian peoples and tribes.
2. Collaborate with American Indian peoples and tribes to ensure that educational programming is culturally relevant and in harmony with the corresponding efforts of tribal governments, education departments and tribal colleges.

Relevant Guidelines for MTSBA Activities:

MTSBA must:

1. Work to provide adequate funding for and state-wide commitment to Indian Education for All.
2. Recognize the negative impact that concentrated poverty can have on cultural preservation and pride and advocate for legislation to address and mitigate these negative impacts, including but not limited to advocacy for resources to address poverty, such as impact aid legislation.

Principle V

Balance between Church and State.

Relevant Guidelines for Trustees:

School boards should:

1. In accordance with our obligation of guarding the constitutional rights of families and children and in accordance with applicable court rulings, ensure an appropriate balance between freedom of religion and avoidance of endorsement of a particular religion.

Relevant Guidelines for MTSBA Activities:

MTSBA must:

1. Advocate for balance between the core religion issues expressed in the United States Constitution through the Establishment Clause, which bans the government from "establishing" a religion; and the Free Exercise Clause, which protects citizens' right to practice their religion. MTSBA shall use relevant holdings of the United States Supreme Court to guide its efforts and positions on these issues.
2. Advocate for continued support of student and family religious freedom.

Principle VI

Collaboration among and with our locally-elected school boards.

Relevant Guidelines for Trustees:

School boards should:

1. Recognize the shared bond among and autonomous authority of locally-elected school boards in exercising supervision and control of their respective public schools pursuant to Article X, Section 8 of the Montana Constitution;
2. Recognize the value of outreach to and collaboration among our locally-elected school boards and school districts;
3. Recognize and respect the potential for divergence in the interests of different area school boards when each are exercising supervision and control of their respective local public schools;
4. Recognize the dilution of effectiveness in MTSBA's advocacy when based on simple majorities rather than broad consensus among our member school boards.
5. Ensure open lines of communication among the constitutionally empowered trustees in areas throughout the state.
6. Work to resolve differences among area school boards and school districts through local solutions whenever possible.
7. Work to isolate the impact of division among school districts in a given area on overall unity and resulting effectiveness within and among state education organizations representing local school boards and their staff.

Relevant Guidelines for MTSBA Activities:

MTSBA must:

1. Understand, respect and equitably balance the interests of our member school boards while ensuring that the voices of all our members are heard and acknowledged in MTSBA's advocacy.
2. Maintain a focus on and reserve its resources to address issues of statewide impact and concern in its advocacy and maintain neutrality on issues of limited statewide impact that divide our members. When issues of limited statewide impact involve division among our members, MTSBA advocacy must be limited to providing information to all of our affected members on an equitable and neutral basis.
3. Identify and attempt to resolve division within our membership whenever possible through neutral facilitation of dialogue and transparent provision of information to its members.

Appendix “A” To MTSBA’s Principles and Guidelines References for MTSBA Principles & Guidelines

Principle I --

- Montana Constitution, Article X, section 1
- Core Purpose of MTSBA, Strategic Plan
- Core Purpose of the basic system of free quality schools, K-12 Vision Project

Principle II –

- Montana Constitution, Article X, Section 8, Locally-Elected Trustees
- Montana Constitution, Article X, Section 9, Board of Public Education
- Core Values, MTSBA
- Core Values, K-12 Vision Project

Principle III –

- Montana Constitution, Article X, Section 7
- MTSBA Core Values (balance in treating and addressing needs of members)

Principle IV –

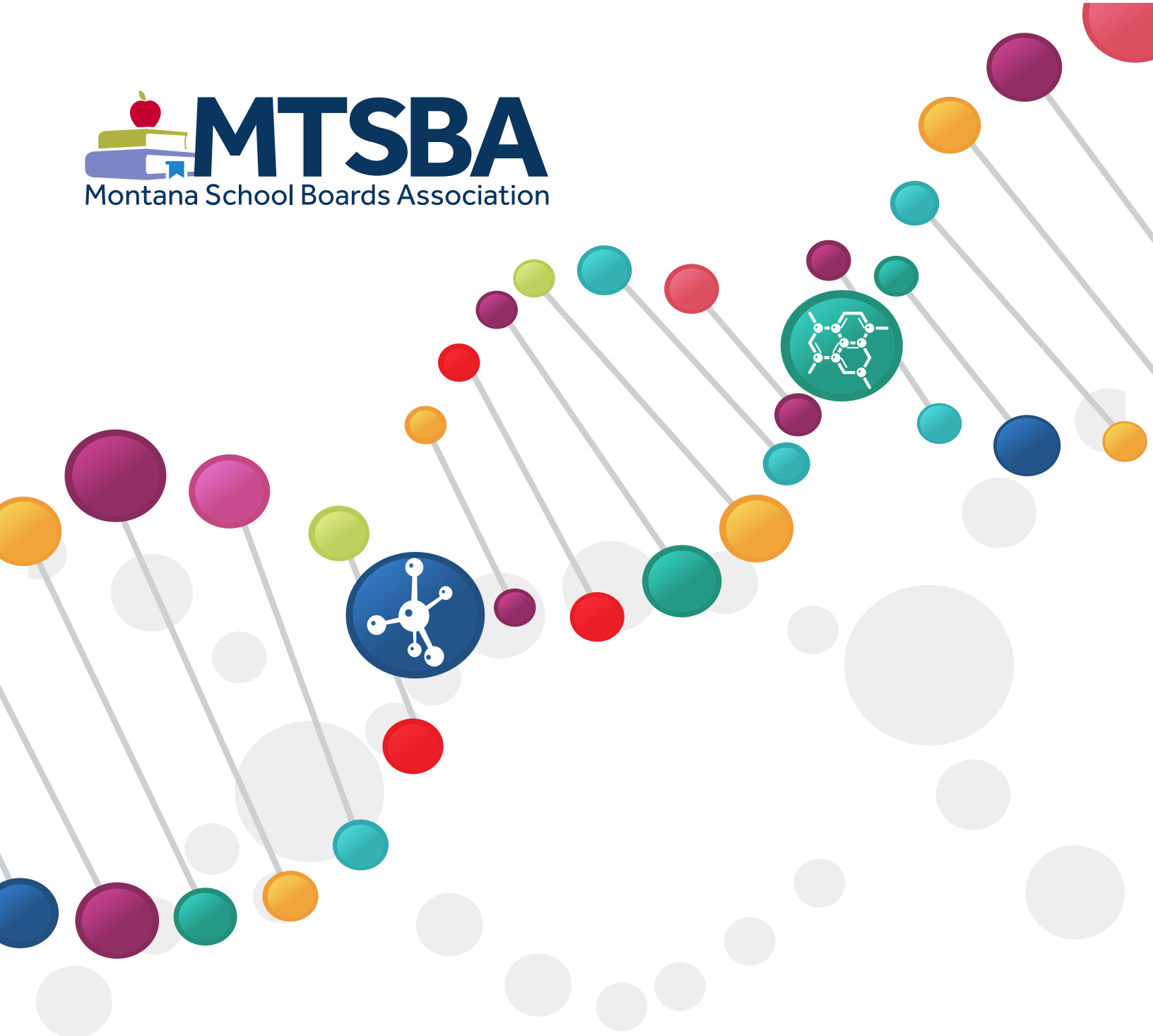
- Montana Constitution, Article X, Section 1(2)
- MTSBA Core Values
- K-12 Vision Project Core Values

Principle V –

- MCA, 20-5-109
- *Kennedy v. Bremerton School District* (2022) and other U.S. Supreme Court cases
- *Kaptein v. Conrad*

Principle VI –

- Montana Constitution, Article X, Section 8, elected trustees
- MTSBA Core Value: “We understand and respect the variety of circumstances in which our members govern, and the variety of perspectives held by our members. We strive to meet the needs of and balance the interests of each of our members.”
- MTSBA Board of Directors Goal Area 1 - Engaged and United Advocacy For *Each Child* in Every Public School



The Foundational Elements of MTSBA's Organizational DNA

Synthesized from common themes/fused elements reflected in the MTSBA Member Adopted Principles and Guidelines, the MTSBA Board's Strategic Plan, and the MTSBA Board's Specific, Methodical and Consistent Practices Recipe.

Key Sources of Authority for MTSBA

MTSBA Core Purpose:

To develop the full potential of each child through school board leadership.

MTSBA Core Values:

Visionary Leadership - We embrace vision and innovation in all that we do, continually adapting to the changing needs, wants and preferences of our members.

Advocacy - We advocate for EACH child in EVERY public school in Montana.

Empowered School Boards - We empower community engaged, elected school boards in their Constitutional mission to fulfill the potential of each child.

Member-Centric - We understand, respect, and balance the interests of each of our members.

Constitutional Guardian - We guard and defend all Article X constitutional guarantees for each child.

American Indian Peoples and Tribes - We help our members preserve the history and cultural integrity of American Indian Peoples and Tribes.

MTSBA Specific, Methodical and Consistent (SMaC) Practices:

1. We focus on assisting our members with reaching the full potential of EACH CHILD;
2. Our Strategic Plan drives the work of the Board and the staff. We always look at what's coming up on the horizon that impacts our members, planning for changes and aligning our budgetary priorities with our strategic objectives;
3. We integrate knowledge-based decision-making in all member discussions/decisions, and we must ensure expanded involvement of our members in our decision-making processes;
4. We strive to implement solutions that collectively benefit our members, and which do not divide or disengage our membership, exercising fairness and balance in addressing the diverse needs of our members;
5. Each Director meaningfully participates and engages in the governance of the Association, effectively communicates with the membership and serves as an ambassador of MTSBA's programs and services;
6. We encourage leadership of individual champions on the Board of Directors who rise above and beyond the call of duty and inspire those serving with and for them;
7. The Board and staff work in collaboration for the collective benefit of our membership now and into the future;
8. We strategically devote the time and resources necessary to ensure outcomes consistent with our core purpose;
9. We foster opportunities to develop personal relationships that strengthen the organization and enable us to meet challenges more effectively;
10. We continually adapt and innovate to meet the needs, wants and preferences of our members, to help our members succeed in promoting initiatives that support each student's success;
11. We instill trust and openness in our relations with each other and with our membership;
12. We prioritize professional development for the Board and staff;
13. We take the lead in advocating for public education and EACH child served by our membership;
14. We advocate for and educate our members on the innovations that advance personalized learning for EACH child and efficient district operations;
15. We align our programs and services with our Core Purpose and Core Values; and
16. We deliberately choose and conform to a governance model of "representative of".

"Representative of": Board members who view their role as ensuring that the views, beliefs, values, and self-interests of the constituencies they know the best are on the table as part of the conversation. They voice interests and opinions of those they know best and vote on behalf of the best overall interests of the organization. We avoid a "representative for" model, by which board members see themselves as the elected representatives of a particular constituency. They voice only the self-interests and opinions of that constituency and vote only on behalf of that constituency's interests.

In Carrying Out our Work on Behalf of Our Members, the Montana School Boards Association:



Sees the world through the eyes of the elected trustee and dedicates its programs and services to helping school boards develop the full potential of EACH child in every public school in Montana.



Operates from a nonpartisan orientation in all that it does, determining its support for and opposition to proposals on the basis of alignment with strategic/member adopted priorities, and without regard to the positions of political parties or ideology regarding such proposals.



Is driven by its strategic planning and related processes and tightly aligns all that it does to the plan. We fully integrate strategy into everything we do.



Generates its success through the leadership of fully engaged, knowledgeable and selfless directors who work for the benefit of, are committed to understanding and who are devoted to equitably balancing and fulfilling the interests of all member districts. Our directors set aside the specific interests of their own school district and understand their obligation to serve all school districts in fulfilling the potential of EACH child in every public school.



Works for the collective benefit of its members, striving to create clarity and consensus regarding its key initiatives and exercising fairness and balance in addressing the diverse needs of our members.



Executes its strategy through advocacy, services, and innovation, demonstrating visionary leadership in and striving for excellence in all that we do.



Guards the constitutional guarantees afforded children in Article X of the Montana Constitution, including but not limited to:

- Opportunities for each child to fulfill their educational potential;
- The right of each child to access a basic system of free quality schools in every Montana community, adequately and equitably funded;
- A balanced structure of checks and balances between elected school boards, the Board of Public Education, and the Legislature; and
- A commitment to education regarding the preservation, appreciation and understanding of American Indian culture.



Operates with Transparency and Trust, providing our members with ready access and an open invitation to observe and hold us accountable for conducting ourselves in a manner that is consistent with our principles and to measure our successes and failures in the context of our adherence to the norms of behavior that have been defined and adopted by the MTSBA Board of Directors and its member school boards throughout the state.

MTSBA Member-Adopted Principles and Guidelines:

Principle I

Alignment of efforts and activities with the goal of developing the full educational potential of all the state's citizens while guaranteeing equality of educational opportunity to each person of the state

Principle II

Recognition of the shared authority for education between the community, locally elected school boards, and the bodies with constitutional authority and responsibility for education, including the Governor, the Montana Board of Public Education, and the Legislature

Principle III

Equality of Educational Opportunity for each person of the state

Principle IV

Recognition and commitment to the preservation of the distinct and unique cultural heritage of American Indians

Principle V

Balance between Church and State

Principle VI

Collaboration among and with our locally elected school boards



About the Impressive Contributions of our Members

The founding of Montana's public schools pre-dates Montana's statehood by 25 years.

Creation of a system of public schools was one of the first actions of the First Montana Territorial Legislative Assembly in 1864.

Since the first public school opened in Virginia City in 1865, **Montana's public schools have been preparing Montana children for a future of success over the last 150 years**, governed by community-elected trustees all along the way.

Over 1,450

elected trustees in Montana volunteer nearly 750,000 hours each year in pursuit of increased student achievement, taking on complex and sometimes controversial challenges **with no compensation whatsoever.**

The **combined annual volunteer service of our members would take an individual 86 continuous years, working 24 hours per day**, to match.

When we say that our members provide a lifetime of service each year, we mean that literally.

Our members' annual contributions are **equivalent to 360 FTE positions provided free of charge each year**, providing taxpayers **over \$14 million in savings each year** compared to what those positions would cost if filled by employees.

Our **members oversee the employment of over 25,000 public employees** who educate, support, transport supervise, feed and protect the safety of over **155,000+ children**, in virtually every community in the state, every day of the week throughout the school year.

Our boards govern for **excellence and efficiency in equal measures** and the results of their efforts speak for themselves.

Montana's public schools provide performance that compares favorably by any measure, nationally or even internationally and our **members deliver these results for below average costs** when compared to other states in our Nation.

Our members **ensure preservation and fulfillment of important constitutional guarantees afforded Montana's citizens.**

FY27 Dues Revenue Estimate

Obligation: As per our bylaws, the Executive Director must estimate dues revenue and present it to the Board of Directors for approval before a vote of the membership. The MTSBA Board of Directors approved the FY27 Dues Revenue Estimate.

Background: Dues were frozen for FY26, resulting in a \$60,000 reduction in revenue compared to what would have been generated by the formula. This freeze was the first of its kind since implementation of the formula in 2004.

Recommendation for FY27: Restore dues in line with spending-sensitive formulas, estimating an increase in dues as follows:

- Current Average Member Spending from FY20-23: \$1,792,230,040
- Current Average Member Spending from FY21-24: \$1,850,301,527
- Percentage increase in Member Spending of 3.24%
- Projected Increase in Dues Revenue:
 - o Total Estimated MTSBA Dues Revenue for FY27: \$1,159,292
 - o Total Estimated Increase in Dues Compared to FY26: \$30,318
 - o Percentage Increase in Dues Revenue: 2.69%



Rick Cummings, President Elect

Rick Cummings has served as a trustee on the Cascade School Board for over 20 years. Dates served include 2002-2018 and 2020 to present. He has served on the MTSBA board from 2014 to 2018 and from 2022 to present and is the acting President-Elect, subject to membership approval.

Rick is a farmer/rancher on a family farm East of Cascade. Along with his wife, Nanette, they continue to farm the same land Rick's great-grandfather homesteaded in 1906.

Rick is a graduate of Montana State University - Bozeman with a degree in agricultural business and minors in economics and philosophy.

Rick and his wife are proud parents of two grown children. Their son Cory lives in Washington, DC with his wife Katherine and their five-year-old daughter Margaret. Cory works for FEMA and Katherine works for the USDA. Their daughter Kacie recently moved to Oakland, CA to begin her general surgery residency.



Jennifer Hoffman, Vice President

Jennifer Hoffman, a lifelong resident of Billings, proudly serves as a trustee for Billings Public Schools since 2019. Jennifer currently holds the position of board chair. In addition to her role on the local board, she has been a member of the Montana School Boards Association (MTSBA) Board since 2022, where she currently serves as acting Vice President, subject to membership approval.

Outside of her professional commitments, Jennifer is a dedicated mother to two teenagers, Payton and Mason. In her leisure time, she enjoys a variety of hobbies, including baking delicious treats, tending to her garden, diving into a good book, and cherishing moments with her family and their two adorable Golden Doodles, Charlie and Simon.

 Great Falls Public Schools Great Falls, MT	Turoski	Thompson	Skornogowski	Sunchild	Johnson	Duff	Bronson
Motion							
Second							
Ayes							
Nays							
Abstain							

GREAT FALLS PUBLIC SCHOOLS

MEETING DATE: July 21, 2025

CATEGORY: Report

AGENDA ITEM NUMBER: IX. A.

CABINET MEMBER: Heather Hoyer

TOPIC

First Reading of Revised Board Policies 2158 – *Family Engagement Policy*; 3122 – *Attendance Policy*; and 3600 – *Student Records*

STRATEGIC PLAN

Stewardship and Accountability

BACKGROUND

A committee consisting of Superintendent Heather Hoyer, Director of Business Operations Brian Patrick, Director of Human Resources Luke Diekhans, Executive Directors of Student Achievement Jackie Mainwaring and Lance Boyd, Business Office Lead Aly Konecny, Executive Assistant to the Superintendent Sherri Clark, Administrative Assistant Jerri Rollins and Trustees Bill Bronson, Craig Duff, and Paige Turoski, have been meeting to discuss and make changes where necessary on the policies mentioned above.

DISCUSSION

Policy 2158 Language Changes as recommended by MTSBA and the Committee.
 Policy 3122 Language Changes as recommended by MTSBA and the Committee.
 Policy 3600 Language Changes as recommended by MTSBA and the Committee.

FISCAL IMPLICATIONS

None

RECOMMENDATION

This report is for information only. No action is required at this time. The request will be brought before the Board for action at a future Board meeting.

For more information about this item, please contact Superintendent Heather Hoyer at (406) 268-6001.

[Return to Agenda](#)

2
3 **INSTRUCTION**

2158

4
5 Family Engagement Policy

6
7 The Board of Trustees believes that engaging parents/families in the education process is
8 essential to improved academic success for students. The Board recognizes that a student's
9 education is a responsibility shared by the district, parents, families, and other members of the
10 community during the entire time a student attends school. The Board believes that the district
11 must create an environment that is conducive to learning and that strong, comprehensive
12 parent/family involvement is an important component.

13
14 This policy shall be made available to all interested individuals upon request and posted on the
15 District's website.

16
17 Parent/Family Involvement Goals and Plan

18
19 The Board of Trustees recognizes the importance of parent/family involvement, thereby
20 facilitating an environment that encourages collaboration with parents, families, and other
21 members of the community. Therefore, the district will promote the facilitation of parent/family
22 involvement that shall include the following six (6) goals:

- 23
- 24 • Promote families to actively participate in the life of the school and feel welcomed,
25 valued, and connected to each other, to school staff, and to what students are learning and
26 doing in class.
 - 27 • Promote families and school staff to engage in regular, two-way meaningful
28 communication about student learning.
 - 29 • Promote families and school staff to continuously collaborate to support student learning
30 and healthy development both at home and at school and have regular opportunities to
31 strengthen their knowledge and skills to do so effectively.
 - 32 • Empower parents to be advocates for their own and other children, to ensure that students
33 are treated equitably and have access to learning opportunities that will support their
34 success.
 - 35 • Encourage families and school staff to be partners in decisions that affect children and
36 families and together inform, influence, and create policies, practices, and programs; and
 - 37 • Encourage families and school staff to collaborate with members of the community to
38 connect students, families, and staff to expand learning opportunities, community
39 services, and civic participation.
- 40

41 The Board of Trustees, in consultation with parents, teachers, administrators, and students has
42 adopted this District plan for meeting these parent/family involvement goals:

- 43
- 44 1. Provide activities that will educate parents/families regarding the intellectual and
45 developmental needs of their children at all age levels. This will include promoting
46 cooperation between the district and other agencies or school/community groups (such as

- parent-teacher groups, Head Start, etc.) to furnish learning opportunities and disseminate information regarding parenting skills and child/adolescent development.
2. Implement strategies to involve parents/families in the educational process and laws regarding parent/family rights, including:
 - a. Keeping parents/families informed of opportunities for involvement and encouraging participation in various District programs.
 - b. Providing access to all District policies, District handbooks, Board and Committee meeting agendas, the District grievance procedure and contact methods for District administrators and Trustees on the District's website.
 - c. Providing access to educational resources and courses of study for parents/families to use together with their children.
 - d. Keeping parents/families informed of the objectives of district educational and activity programs and their child's participation and progress within these programs, and methods to opt out of such programs and instruction consistent with parent/family rights.
 - e. Promoting parent/families and teacher cooperation in homework, attendance, and discipline.
 - f. Providing information about the nature and purpose of student clubs and groups meeting at the school in accordance with Policy 3233 and 3550 and methods to consent to participation or opt out of participation consistent with parent/family rights.
 - g. Providing explanation of rights regarding student name and pronoun use consistent with Family Educational Rights and Privacy Act and Policy 3600.
 3. Enabling parents/family members to participate in the education of their children through a variety of roles. For example, parents/family members should be given opportunities to provide input into district policies and volunteer time within the classrooms and school programs.
 4. Providing professional development opportunities for teachers and staff to enhance their understanding of effective parent/family involvement strategies.
 5. Performing regular evaluations of parent/family involvement at each school and at the district level.
 6. Provide access, upon request, to any instructional material used as part of the educational curriculum.
 7. If practical, provide information in a language understandable to parents.
 8. Provide annual notification of educational opportunities of the District consistent with Montana law in the form of the student handbook, the District policy manual as posted on the District's website, or other accessible format on topics which include:
 - a. The District's options for delivery of personalized instruction to students consistent with Policies 1015FE and 2050, the legislature's findings at § 20-7-1601, MCA, and Article X Section 1 of the Montana Constitution.
 - b. Evaluation, identification, and services provided to students with disabilities consistent with § 20-7-411, MCA, Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act, and Policies 2161 and 2162.

- 1 c. Admission of students to kindergarten consistent with § 20-5-101 and § 20-7-117,
2 MCA, and Policy 3110.
- 3 d. Proficiency based learning and other forms of personalized learning including
4 course equivalency waiver consistent with § 20-3-324, MCA and Policies
5 1005FE, 1015FE, 2050, 2410 and 3121.
- 6 e. Participation in extracurricular activities, including participation by nonpublic and
7 home school students consistent with § 20-5-112, MCA and Policy 3150.
- 8 f. Access to remote instruction, including through the Montana Digital Academy
9 pursuant to Title 20, Chapter 7, Part 12, non-District sources, and through other
10 school districts as provided in § 20-7-118. MCA, and Policies 2050, 2168.
- 11 g. Out-of-district attendance consistent with Title 20, Chapter 5, Part 3 MCA, and
12 Policies 3110, 3121, and 3141.
- 13 h. Early literacy targeted interventions in accordance with Title 20, MCA.
- 14 i. Part-time enrollment of a student who is otherwise enrolled at a nonpublic or
15 home school consistent with § 20-5-101, MCA and Policy 3150.
- 16 j. Availability of funding to support student access to advanced opportunities, if
17 applicable to a district consistent with § 20-7-1506, MCA and Policy 1015FE.
- 18 k. Career and Technical Education pursuant to Title 20, Chapter 7, Part 3, including
19 the attainment of industry-recognized credentials and work-based learning,
20 consistent with § 20-7-1510, MCA and Policies 2050, 2410, 2600.
- 21 l. Early college, dual enrollment, and running start opportunities, consistent with §
22 20-9-706, MCA and Policies 2168 and 2410.
- 23 m. Other opportunities for school-age children through Montana public schools
24 which parents/families and students may rely upon as specified in Policy 2140
25 which:
 - 26 i. Support the development of a child's full educational potential;
 - 27 ii. Assist in reducing the costs of postsecondary education and workforce
28 preparation; and
 - 29 iii. Foster life success.

31 Cross References:

32 Policy 1005FE	Proficiency Based ANB
33 Policy 1015FE	Personalized Learning Opportunities
34 Policy 1770	Uniform Complaint Procedure
35 Policy 2050	Student Instruction
36 Policy 2131	Student and Family Privacy Rights
37 Policy 2140	Guidance and Counseling
38 Policy 2168	Distance, Online, and Technology Delivered Learning
39 Policy 2335	Health Enhancement
40 Policy 2410	High School Graduation Requirements
41 Policy 2410P	Profile of a Learner
42 Policy 2410P2	Profile of a Learner – Commitment and Intentions
43 Policy 2600	Work Experience/Internship Program
44 Policy 3110	Entrance, Placement and Transfer
45 Policy 3121	Enrollment and Attendance Records

1	Policy 3141	Discretionary Nonresident Student Attendance Policy
2	Policy 3150	Part-Time Attendance
3	Policy 3233	Student Use of Buildings – Equal Access
4	Policy 3510	Student Sponsored Student Activities
5	Policy 3550	Student Clubs
6	Policy 3600	Student Records
7		
8	<u>Legal Reference:</u>	
9	Article X, Section 1 of the Montana Constitution	
10	Section 504 of the Rehabilitation Act	
11	Individuals with Disabilities Education Act	
12	§ 20-3-324, MCA	Powers and Duties
13	§ 20-3-326, MCA	<i>Information on Educational Opportunities – Duties of</i>
14		<i>Trustees</i>
15	§ 20-5-101, MCA	Admittance of Child to School
16	§ 20-5-112, MCA	Participation in Extracurricular Activities
17	§ 20-5-314, MCA	<i>Reciprocal Attendance Agreement with Adjoining State or</i>
18		<i>Province</i>
19	§ 20-5-320, MCA	<i>Attendance with Discretionary Approval</i>
20	§ 20-5-321, MCA	<i>Attendance with Mandatory Approval – Tuition and</i>
21		<i>Transportation</i>
22	§ 20-5-322, MCA	<i>Residency Determination – Notification – Appeal for</i>
23		<i>Attendance Agreement</i>
24	§ 20-7-117, MCA	Kindergarten and Preschool Programs
25	§ 20-7-118, MCA	Offsite Provision of Educational Services
26	§ 20-7-411, MCA	Regular Classes Preferred – Obligation to Establish Special
27		Education Program
28	§ 20-7-1506, MCA	Incentives for Creation of Advanced Opportunity Programs
29	§ 20-7-1510, MCA	Credit for Participating in Work-Based Learning
30		Partnerships
31	§ 20-7-1601, MCA	Forms of Personalized Learning
32	§ 20-9-706, MCA	Running Start Program
33	§ 40-6-701, MCA	~~Fundamental Rights of Parents~~ <i>Interference with</i>
34		<i>Fundamental Parental Rights Restricted</i>
35	§ 40-6-702, MCA	<i>Fundamental Parental Rights</i>
36	§ 40-6-703, MCA	<i>Increase Parental Rights</i>
37	~~Title 20, Chapter 3, Part 3, MCA~~	~~Board of Trustees~~
38	~~Title 20, Chapter 5, Part 3, MCA~~	~~Attendance Outside School District~~
39	Title 20, Chapter 7, Part 3, MCA	Vocational and Technical Education
40	Title 20, Chapter 7, Part 12, MCA	Montana Digital Academy
41	10.55.701(2)(m) ARM	Board of Trustees
42	10.55.601, ARM	~~Family and Community Engagement~~ <i>Accreditation</i>
43		<i>Standards: Procedures</i>
44	10.55.722, ARM	~~Accreditation Standards: Procedures~~ <i>Family and</i>
45		<i>Community Engagement</i>

1	10.55.723, ARM	<i>Integrated Strategic Action Plan</i>
2	~~Chapter 693 (2023)~~	~~Increase Parental Involvement in Education~~
3		
4		
5	<u>Policy History:</u>	
6	Adopted on:	November 24, 2014
7	Revised on:	November 28, 2022
8	Revised on:	August 21, 2023
9	Reviewed on:	February 27, 2024

Attendance Policy

The Board believes and research supports that students who attend school regularly are more successful than those who do not. Students are responsible for attending class. The learning experiences that take place in the classroom environment are an essential part of the educational process. Absences and tardiness ~~tend to~~ disrupts the continuity of the instructional program and the time lost from class is irretrievable, particularly in terms of opportunity for interaction and exchange of ideas between students and teachers. Missing class hinders a student's ability to master the subject matter, and this may be reflected in the grade. Grades earned in any course shall reflect the student's fulfillment of academic requirements, achievement, and daily participation. The administration does not condone absences that detract from our academics.

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

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

Policy History:

Adopted on: July 1, 2000

Revised on: August 23, 2010

Revised on: January 26, 2015

Revised on:

STUDENTS

3600

Student Records

School student records are confidential, and information from them shall not be released other than as provided by law. State and Federal law grant students and parent(s)/guardian(s) certain rights, including the right to inspect, copy, and challenge their or their child's school records.

The information contained in school student records shall be kept current, accurate, clear and relevant. All information maintained concerning a student receiving special education services shall be directly related to the provision of services to that child.

The District may release directory information as permitted by law, but parent(s)/guardian(s) shall have the right to object to the release of information regarding their child. Military recruiters and institutions of higher education may request and receive the names, addresses, and telephone numbers of all high school students, unless the parent(s) notifies the school not to release this information.

The school district may disclose, without consent, personally identifiable information from an education record of a ~~pupil~~ student to the youth court and law enforcement authorities pertaining to violations of the Montana Youth Court Act or criminal laws by the ~~pupil~~ student. The youth court or law enforcement authorities receiving the information shall certify in writing to the school district that the information will not be disclosed to any other party except as provided under state law without the prior consent of the parent or guardian of the ~~pupil~~ student.

The Superintendent shall implement this policy and State and federal law with administrative procedures. The Superintendent or designee shall inform staff members of this policy and shall inform students and their parent(s)/guardian(s) of it, as well as their rights regarding student school records.

Each student's permanent file, as defined by the Board of Public Education, must be permanently kept in a secure location. Other student records must be maintained and destroyed as provided in 20-1-212, MCA.

Cross Reference:

Policy 2131 Student and Family Privacy Rights

Legal Reference:

Family Education Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. 99

§ 20-1-212, MCA Destruction of records by school officer.

§ 20-5-201, MCA Duties and sanctions

§ 41-5-215, MCA Youth court & department records - notification of school

§ 40-4-225, MCA Access to records parents

§ 52-2-211, MCA County or Regional Interdisciplinary Child Information and School Safety

1 Team
2 10.55.909, ARM Student Records
3 No Child Left Behind Act of 2001, P.L. 107-334
4
5 Policy History:
6 Adopted on: July 1, 2000
7 Revised on: February 14, 2005
8 Revised on: November 23, 2015
9 Reviewed on: October 31, 2022
10 *Revised on:*