

CULBERTSON SCHOOL DISTRICT #17 J/R/C

RICHLAND/ROOSEVELT COUNTIES

CULBERTSON, MONTANA

NOTICE OF REGULAR SCHOOL BOARD MEETING

Tuesday—July 21, 2026, 6:30 PM

PREVIEW BILLS.....6:20 PM

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

ROLL CALL

- 01. Action, establish quorum

RECOGNITION OF VISITORS

- 02.

APPROVE AGENDA

- 03. Action, approve agenda

PUBLIC COMMENT FOR AGENDA ITEMS

- 04.

MINUTES OF PREVIOUS MEETINGS

- 05. Action, approve minutes from the following meeting(s)
 - a. June 16, 2026 (Curriculum Committee Meeting)
 - b. June 16, 2026 (June Board Meeting)
 - c. June 22, 2026 (Transportation Committee Meeting)
 - d. June 30, 2026 (Emergency Special Meeting)

FINANCE REPORT

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

REPORTS

- 07. Information, Student Representative Report—None
- 08. Information, Teacher Report—None
- 09. Information, Activities Director Report—None
- 10. Information, Technology Systems Administrator Report—None
- 11. Information, JH/HS Principal Report—None
- 12. Information, Elementary Principal Report—None
- 13. Information, District Clerk Report
- 14. Information, Superintendent Report

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

Mission

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

UNFINISHED BUSINESS

15. Action, Second Reading Policy
 - 3431-NF(1): Accident Report Form
 - 2050: Innovative Student Instruction
 - 2151: Interscholastic Activities
 - 3110: Entrance, Placement, and Transfer
 - 3231: Searches and Seizures
 - 3225-P(1): Sexual Harassment of Students-Procedure
 - 5012-P(1): Sexual Harassment of Employees
 - 5120-P(1) Hiring Process & Criteria-Federal Background Check...
 - 5321: Sick Leave
 - 5322: Military Leave
 - 5323: Personal & Emergency Leave
 - 5324: Civic Duty Leave
16. Action, Extra-curricular Contracts

NEW BUSINESS

17. Action, Bus Routes for 2026-2027
18. Action, Guest Teacher List for 2026-2027
19. Action, Activity Bus Drivers for 2026-2027
20. Action, Bus Monitors for 2026-2027
21. Action, Resignation
22. Action, Mentor List
23. Action, Activities Director Contract
24. Action, Out of District Attendance Agreements
25. Action, 2026-2027 Class Schedule
26. Action, Activity/Participation Fees
27. Action, Jersey Rotation Schedule
28. Action, Approve Donations to Sick Bank
29. Action, Approve Contract for Testing Services
30. Action, 1st Reading of Policy
 - 3612-P(1): School-Provided Access to Electronic Information, Services, Equipment, and Networks
 - 4330-NF(1): Community Use of School Facilities-Gym & Weight Room Use Form
 - 4340: Public Access to District Records

PUBLIC COMMENT FOR NON-AGENDA ITEMS

- 31.

REPORTS (Continued)

32. Information, Trustees Reports/Requests

DATE/TIME FOR NEXT MEETING

33. Date: Tuesday, August 18, 2026
Time: 6:20 Preview Bills, 6:30 mtg.
Potential Conflicts:
Suggested Changes:

ADJOURNMENT

33. Time of adjournment: _____

Mission

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

Culbertson Public School

Totals Report for June 2026 through June 2026
2025-2026

07/09/2026
2:06:52 PM

Checking
Savings
Investments

Account	Beginning	+ Receipts	- Expenditures	+ Transfers	= Ending
1 - ANNUAL	5,143.55	225.00	3,581.12	0.00	1,787.43
2 - ATHLETICS	1,586.89	0.00	1,078.88	-0.03	507.98
3 - FRESHMAN CLASS 2029	7,044.26	0.00	0.00	0.00	7,044.26
4 - 6TH GRADE CLASS 2032	1,770.25	0.00	0.00	0.00	1,770.25
5 - GRADUATED SENIOR CLASS 2025	0.00	0.00	0.00	0.00	0.00
6 - SENIOR CLASS 2025	1,620.46	0.00	1,620.46	0.00	0.00
7 - SOPHMORE CLASS 2028	3,914.47	0.00	-54.30	0.00	3,968.77
8 - CHEERLEADER	1,222.76	0.00	0.00	0.00	1,222.76
9 - FFA	12,944.30	41.10	1,037.86	0.00	11,947.54
10 - BAND/CHOIR	5,080.56	128.00	2,165.12	0.00	3,043.44
11 - STUDENT COUNCIL	5,329.18	0.00	0.00	0.00	5,329.18
12 - SPEECH AND DRAMA	1,283.14	0.00	0.00	0.00	1,283.14
13 - VO-AG REVOLVING	1,895.49	0.00	0.00	0.00	1,895.49
14 - JUNIOR CLASS 2027	7,789.64	0.00	0.00	0.00	7,789.64
15 - PLAY	2,433.93	0.00	0.00	0.00	2,433.93
16 - Golf	614.46	0.00	0.00	0.00	614.46
17 - BPA	-663.49	714.00	0.00	0.03	50.54
18 - EXPLORE AMERICA	31,267.22	625.00	541.91	0.00	31,350.31
19 - MUSIC PARENTS	2,680.02	0.00	0.00	0.00	2,680.02
20 - ART	2,933.68	0.00	0.00	0.00	2,933.68
21 - LIBRARY	2,387.70	0.00	1,025.97	0.00	1,361.73
22 - 7TH GRADE CLASS 2031	875.83	0.00	0.00	0.00	875.83
23 - 8TH GRADE CLASS 2030	3,282.71	0.00	0.00	0.00	3,282.71
24 - SCIENCE OLYMPIAD	5,340.61	0.00	339.95	0.00	5,000.66
	107,777.65	+ 1,733.10	- 11,336.97	+ 0.00	= 98,173.78



Culbertson School Board Meeting

Superintendent's Report

July 21, 2026

Staff shoutouts this month go to the following:

***Summer crew!**—Andy, Ken, and Chris have done a great job keeping up with groundskeeping needs. When they aren't outside, they are working on projects inside including the FCS floor and painting, light fixtures, touching up sheetrock texture and paint etc. Also, Talesha, Lynda, Gerald, Jonas, Russell, and Patrick have done a phenomenal job cleaning the building top to bottom, side to side, one end to the other, room by room, and in all the nooks and crannies! Their hard work has given us one of the cleanest schools in the state! We are grateful for an amazing summer crew!

***Coaches!**—Our coaches are voluntarily spending hours and hours of time with our student athletes this summer to help them become better! There are many communities where student athletes have to pay for a summer membership at a gym or to a trainer for the type of opportunities are students are getting for free! Grateful for the extra time and effort from Coach Manning, Coach Obergfell, Coach Becker, Coach Donaldson, Coach Nielsen, Coach Rumsey, Coach Anderson, Coach Apple, Coach Nickoloff, and Coach Larsen. Our student athletes are lucky to have all of you and we are grateful for all the time you give to help them be better!

A. Events that I plan to attend for July & August:

July 21	July Board Meeting of the Culbertson School Trustees
July 26	SAM Administrators' Institute in Helena
July 27	SAM Administrators' Institute in Helena
July 28	SAM Administrators' Institute in Helena
July 29	SAM Administrators' Institute in Helena
August 5	NEMASS meeting @ Wolf Point
August ?	Roosevelt County Transportation Committee Meeting
August ?	Richland County Transportation Committee Meeting

B. Other updates and items for your review:

1. **Bus Routes**—A call for bids continues to be advertised for the Birch Bus Route, but we can suspend the advertising since we found a way to absorb this route. Meetings with the route contractors went well and our 5 routes will be presented at this meeting for your approval. After that, the last stop for approval will be the Roosevelt and Richland County Transportation committee meetings.
2. **Open Positions**—Currently we are still on the hunt for 2 certified elementary teachers and a K-12 art teacher for next school year. All other positions are filled. There is a possibility that we may need an additional paraprofessional in Mrs. Ator's room.
3. **Class Schedule**—Our schedule without art is being presented for board approval at this

month's meeting.

4. **BASC Consortium**—The Bakken Area Skills Center (BASC) in Watford City has met with 6 area schools in northeast Montana to offer their help in creating a consortium for our schools. The schools in our northeast corner looking to participate are Culbertson, Froid, Bainville, Westby, Medicine Lake, and Plentywood. This would mirror the consortium in North Dakota that assembles a variety of trunks or modules that rotate between their consortium schools for different CTE units. The modules options that our consortium is considering are attached to my report. Our teachers have reviewed the list and are interested in #5 and #9. Sheridan Electric is committed to grant writing for the initial costs of all the materials to build the modules. We have submitted our Perkins application for the 2026-2027 school year to be used entirely for the consortium. We will be having another meeting in July to review a draft of an MOU for the consortium. The best-case scenario would be we have a module or 2 visiting our school in the second semester.
5. **FCS floor**—The FCS floor had the floor drain removed this summer thanks to Andy and Ken's hard work with the city's jackhammer. Then, they poured concrete to level it out. Finally, they will put the fleck cement paint down towards the end of July. You will have to stop by and take a peek in August once it is complete!
6. **3000 & 4000 Policy Review**—Each summer I go through to review 2 series of policy. This summer I tackled the 3000 and 4000. My findings are attached to this report.
7. **Apprenticeship Update**—Bri Evenson has resigned due to relocating for family matters. This takes us down to 2 teacher apprentices: Stefanie Newbill and Alicia Wilbanks. We will still utilize Mrs. Parenteau and Mr. Olson as the required mentors—they will each receive a \$3,000 stipend.
8. Here are a few items that will be part of the next regular Board meeting agenda:
 - 2nd Reading Policy
 - 2026-2027 Budget Adoption
 - Gym Cleaning

If you have any questions, comments, or concerns about any item in this report or on the agenda, please feel free to contact me at any time. I can be reached at 787-6246 (school), 787-5211 (home), 404-774-4088 (cell), or by email at simonsenna@culbertson.k12.mt.us at any time. I believe in an open door, so please feel free to drop in my office anytime to visit.

MODULE OPTIONS include, but not limited to...

1. **Graphic Production** – Tshirts, bumper stickers, awards, personalization
 - Vinyl Cutters, Laser Engraver, Computers, T-shirt press
2. **3D Printing** – personal designs, scanned items
 - 3D Printer, Computers
3. **CNC Router & Mill** – machine parts on wood, acrylic & wax
 - CNC Router, Computers, Mill
4. **CNC Plasma Cutter** – metal signs, parts
 - CNC Plasma Cutter, Computers
5. **Commercial Embroidery** – t-shirts, jackets, towels, patches
 - Embroidery Machine, Computers
6. **M/P/H Module** – simple machines, efficiency,
 - Mechanical trainers, pneumatic trainers, hydraulic trainers
7. **Laser/Fiber Optics** – automation, process control
 - Lasers, receivers, lenses, fiber, mirrors etc.
8. **Electricity/Electronics** – engineering, electrical, automation
 - analog trainers, multimeters, oscilloscopes, wiring etc.
9. **Bio-Chemistry** – health science, biology, biomed engineering
 - DNA extraction, plant growth cycle
10. **GPS** – engineering, precision ag, surveying
 - GPS units, GIS database
11. **Robotics** – robots, circuits
 - Robotic arms, carousel, conveyor, microswitches

ESTIMATED COST – depending on participation numbers, choices of modules, how many computers per module etc.

6 Schools/Modules = \$305,000.00 - \$51,000 per school

↑ Most of this (hopefully \$45,000) will be covered by grants + contributions/donations from companies in the CTE fields. Our anticipated cost will be \$6,000-\$7,000 annually. — \$5,000 paid by our Perkins grant.



SHARE

— CONSORTIUM —

Shared High-tech Access for Rural Education



July 2026

3,000 Policy Series – Students:

3110: We are doing a 2nd reading tonight to update this policy to be more consistent with the statute.

3231: We are doing a 2nd reading tonight to eliminate the “pat down” language and minimize liability when utilizing search and seizure.

3225-P(1): We are doing a 2nd reading tonight to eliminate the 60 day timeline and give the district more time to process investigations.

3431-NF(1): We are doing a 2nd reading tonight to take the old form out of policy and include the new forms—1 for students and 1 for athletes.

3311: When this policy was uploaded on the simbili platform, the option chosen by the board of trustees in August of 2021 was not selected. I went back in minutes to discover Option 1 was chosen, so I made the update in policy to reflect that option.

3612-NF(1) & 3612-NF(2): These were duplicate forms. 3612-NF(2) is the most updated version from MTSBA. I took the outdated duplicate [3612-NF(1)] out of our policy manual.

3612-P(1) & 3612-P(2): These are also duplicate forms. 3612-P(2) is the most updated version from MTSBA. I took the outdated duplicate [3612-P(1)] out of our policy manual. I am also presenting the updated version for a 1st reading at the July board meeting to include the language highlighted in purple at the bottom of page 2 and top of page 3.

3665: I have printed and included this policy for you to review, specifically the very last sentence. We currently have not designated any specific position, title or role that will NOT require a background check. If you wish to specifically list one, the only one I believe is appropriate would be a classroom volunteer. Classroom volunteers would only be helping under the direct supervision of our teachers and should never be in a situation where they are unsupervised with a student.

I considered field trip or trip supervisors, but I do not feel comfortable exempting them from a background check because there are too many scenarios where they could end up unsupervised with one of our students on a trip or field trip—these situations are out of our building, not on our cameras, and the liability feels too huge to exempt field trip and trip supervisors.

If you wish to exempt classroom volunteers from the fingerprint background check, we can do the first reading with that update in August.

4,000 Policy Series - Community Relations:

4210: This policy is in regards to School-support organizations, boosters, and fundraising. Footnotes 1 and 2 that were added by MTSBA in 2022, so I added those to our online policy manual.

4330-NF(1): This is a community use form for the weight room and old armory. However, it has not been used since I have been here. I believe the best step moving forward would be to update/rework this policy to fit our specific allowances for the armory and weightroom. A copy of the agreement could then be given to new key card holders, as well as a signed copy being kept on file in the office. I am proposing changes to better fit our situation for a first reading at July's meeting, 2nd reading will be in August.

4340: The current version we have in our policy manual is very outdated (not reviewed or updated since 2013), which was obvious in the second paragraph when I read the word "photostatting". I am proposing an updated version from MTSBA's model policy manual for a 1st reading tonight, 2nd reading in August.

Policy 3311: Firearms and Weapons

Status: ADOPTED

Original Adopted Date: 02/01/2021 | Last Revised Date: 08/17/2021 | Last Reviewed Date: 08/17/2021

Firearms and Other Weapons

Firearms

It is the policy of the School District to comply with the federal Gun Free Schools Act of 1994 and Section 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.

The District does not allow students to possess firearms on District property or at any setting that is under the control and supervision of the District. In accordance with Section 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 District. The Policy does not govern conduct in a student's home, a locked vehicle, a parking lot, or a commercial business when the student is participating in an online, remote, or distance-learning setting. 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.

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).

CHOOSE ONE OF THE FOLLOWING OPTIONS:

OPTION 1 – However, on a case-by-case basis, the Board of Trustees will convene a hearing to review the underlying circumstances and, in the discretion of the Board, may authorize the school administration to modify the requirement for expulsion of a student.

OPTION 2 – However, on a case-by-case basis, the Board of Trustees will convene a hearing to review the underlying circumstances and, in the discretion of the Board, the Board may itself either modify the requirement for expulsion or delegate to the County Superintendent the authority to carry out the Board's decision regarding any modification of the expulsion requirement. Note: This Option is specifically for those smaller districts that have no employed administrator.

OPTION 3 -- However, the Board of Trustees through this policy authorizes the Superintendent, or principal of a school without a Superintendent, to use his/her discretion on a case-by-case basis and modify the requirement of expulsion of a student if he/she deems such modification to be warranted under the circumstances. Note: Under this Option, there is no expulsion hearing unless the administration determines that the circumstances warrant a recommendation of expulsion of the student for a period of one (1) year to the Board.

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 this Policy, 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 this Policy, 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.

When a student subject to a hearing is found to have not violated this Policy, the student's school record must be expunged of the incident.

The provisions of this Policy do not require the Board to expel a student who has brought a firearm to school or

**Notice Form 3612-NF(1): School-Provided Access to Electronic Information,
Services, Equipment, and Networks - Internet Access Conduct Agreement Form**

Status: ADOPTED

Original Adopted Date: 02/01/2021 | Last Reviewed Date: 02/01/2021

INTERNET ACCESS CONDUCT AGREEMENT

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

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

User's Name (Print): _____ Home Phone: _____

User's Signature: _____ Date: _____

Address: _____

Status: Student ____ Staff ____ Patron ____ I am 18 or older ____ I am under 18 ____

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

Parent or Legal Guardian. (If applicant is under 18 years of age, a parent/legal guardian must also read and sign this agreement.) As the parent or legal guardian of the above-named student, I have read, understand, and agree that my child shall comply with the terms of the District's policy regarding District-Provided Access to Electronic Information, Services, and Networks for the student's access to the District's computer network and/or the Internet. I understand that access is being provided to the students for educational purposes only. However, I also understand that it is impossible for the school to restrict access to all offensive and controversial materials and understand my child's responsibility for abiding by the policy. I am, therefore, signing this Agreement and agree to indemnify and hold harmless the District, the Trustees, Administrators, teachers, and other staff against all claims, damages, losses, and costs, of whatever kind, that may result from my child's use of or access to such networks or his/her violation of the District's policy. Further, I accept full responsibility for supervision of my child's use of his/her access account if and when such access is not in the school setting. I hereby give my child permission to use the building-approved account to access the District's computer network and the Internet.

Parent/Legal Guardian (Print): _____

Signature: _____

Home Phone: _____ Address: _____

Date: _____

This Agreement is valid for the _____ school year only.

*older, not in
model policy
manual,
taken out of
policy manual*

Notice Form 3612-NF(2): School-Provided Access to Electronic Information, Services, Equipment, and Networks - Student Internet Access and Equipment Use Conduct Agreement

Status: ADOPTED

Original Adopted Date: 02/01/2021 | Last Revised Date: 05/02/2022 | Last Reviewed Date: 05/02/2022

Keep

STUDENT INTERNET ACCESS AND EQUIPMENT USE CONDUCT AGREEMENT

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

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

User's Name (Print): _____ Home Phone: _____

User's Signature: _____ Date: _____

Address: _____

Parent or Legal Guardian. (If applicant is under 18 years of age, a parent/legal guardian must also read and sign this agreement.) As the parent or legal guardian of the above-named student, I have read, understand, and agree that my child shall comply with the terms of the District's policy regarding District-Provided Access to Electronic Information, Services, Equipment, and Networks for the student's access to the District's equipment computer network and/or the Internet. I understand that access is being provided to the students for educational purposes only. However, I also understand that it is impossible for the school to restrict access to all offensive and controversial materials and understand my child's responsibility for abiding by the policy. I am signing this Agreement and agree to accept full responsibility for supervision of my child's use of his/her equipment and access account if and when such access is not in the school setting. I hereby give my child permission to use the building-approved account to access the District's computer network and the Internet. I understand any negligence arising out of my student's use of equipment or networks shall be attributed to me as comparative negligence within the meaning of Section 27-1-702, MCA. I further accept that any costs to repair or replace damages to equipment or networks in accordance Section 20-5-201, MCA

Parent/Legal Guardian (Print): _____

Signature: _____

Home Phone: _____ Address: _____

Date: _____

This Agreement is valid for the _____ school year only.

Policy 3665: Student Safety

Status: ADOPTED

Original Adopted Date: 06/23/2025 | **Last Reviewed Date:** 06/23/2025

In order to ensure the safety and welfare of students, no individual, regardless of employment status with the District, shall have unsupervised contact with students while in school, at a school-sponsored activity, or in transit to a school-sponsored activity unless the individual has:

- a. completed a fingerprint-based national criminal history background check pursuant to the educator licensure policies of the board of public education; or
- b. the individual has provided to the Montana department of justice information and material sufficient to obtain a fingerprint-based national criminal history background check; and the trustees, the superintendent of the district, or another individual designated by the trustees has reviewed the results of the background check.

For the purposes of this Policy, the term “unsupervised contact” shall mean any interaction with students that does not involve direct supervision by an employee of the District. Additionally, any employee or volunteer who is responsible for supervising another employee's or volunteer's contact with children is considered to have unsupervised contact with children by virtue of their oversight responsibilities. Therefore, they must also undergo a background check prior to employment or assignment.

The District may designate certain employees and volunteers who will never have unsupervised contact with students and are therefore exempt from the background check requirement. Such designations may include, but are not limited to:

[List specific positions, titles, or roles that will not require background checks, e.g., administrative staff, maintenance workers, etc.]

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

MEETING DATE: 7-21-2026

AGENDA ITEM #: 15

AGENDA TITLE: Second Reading of Policy

SUMMARY: The following policy updates and/or new policies are being presented for the second reading for approval. All were posted for the required amount of time and received no comments. Amendments, additions, substitutions etc. can still be made during this action item.

-3431-NF(1): Accident Report Form: The old form will be taken out of the policy manual and the new forms (student and athletic) will be added.

-2050: Innovative Student Instruction: These changes are intended to improve clarity and organization.

-2151: Interscholastic Activities: Correction to the assumption of risk language.

-3110: Entrance, Placement, and Transfer: Updates to provide greater consistency with the statute.

-3231: Searches and Seizures: Eliminates “pat down” language to minimize liability.

-3225-P(1): Sexual Harassment of Students-Procedure: Simply eliminates 60 day timeline on page 4, giving the district more time to process.

-5012-P(1): Sexual Harassment of Employees: Simply eliminates 60 day timeline on page 4, giving the district more time to process.

-5120-P(1) Hiring Process & Criteria-Federal Background Check, Fingerprints, and Information Handling: Clarifies the process and requirements by law.

-5321: Sick Leave: This policy governs sick leave for classified staff, clerk, and superintendent. Recommendations make it far more concise.

-5322: Military Leave: This aligns the policy more clearly and consistently with the Montana statute.

-5323: Personal & Emergency Leave: All leave policies used to be lumped together, this breaks out personal and emergency leave into its own policy.

Mission

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

-5324: Civic Duty Leave: All leave policies used to be lumped together, this breaks out civic duty leave into its own policy.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Petersen					
Newbill					
L. Steppler					
Fox					
V. Steppler					

Mission

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

old form:

TAKE OUT

**Board Policy Manual
Culbertson Public Schools**

Notice Form 3431-NF(1): Emergency Treatment - Accident Report Form

Status: ADOPTED

Original Adopted Date: 02/01/2021 | Last Reviewed Date: 02/01/2021

Accident Report

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

District Name _____ School Name _____

Principal's Name _____ School Phone _____

Date of Accident: _____ Time: _____ am pm Supervising Employee _____

Claimant's Name _____

Last Name First Name Middle Initial

Claimant's Address _____

City State ZIP Code

Home Phone Number (____) _____

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

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

Nature of Injury	
Scratch	Concussion
Fracture	Head Injury
Bruise	Sprain/Strain
Burn	Cut/Puncture
Dislocation	Bite
Other _____	

Place of Accident	
Classroom	Gymnasium
Hallway	Parking Lot
Bathroom	Sidewalk
Cafeteria	Stairs
Playground	Athletic Field
Other _____	

Body Part Injured		
Ankle	Foot	Leg
Arm	Face	Nose
Back	Finger	Teeth
Neck	Hand	Wrist
Eye	Knee	Shoulder
Other _____		

Describe accident and injury in detail (attach additional description as necessary): _____

Were efforts made to contact the parent/guardian about the accident? Yes No

Was first aid administered? Yes No By whom? _____

Was the student Sent home Sent to physician Sent to hospital

Is student covered by Student Accident Insurance? Yes No If "yes," please list Company Name, address, and phone number _____

If medical or hospital treatment was required, please complete the following information. (Attach a copy of medical bills, if available.)

Name and address of doctor or hospital _____

Witnesses (Name, Address, and Phone) _____

INJURY REPORT: ATHLETIC

- 1. Notify the Athletic Director as soon as possible when injury occurs, but no later than the date injury occurred.**
- 2. The following injury report MUST be completed by the coach on the date of the practice/game when injury occurred.**
- 3. The completed report MUST be turned into the Athletic Director no later than noon the following day.**

School Name: Culbertson School District #17 School Address: 423 1st Ave. W. Culbertson, MT 59218
 School Phone #: (406)787-6241

Was AD advised? Yes/No (circle one)

If yes:

Date and Time: _____

Sport: _____ Level: Ele/JH/HS (circle one) Grade: _____

Athlete's Name (First, Last): _____ Male/Female (circle one)

Date Injured: _____ Time (approx.): _____ Practice/Game (circle one)

Location/Address injury took place: _____

Specific Details of Injury/How it occurred:

Part of body injured: _____ Athlete's L/R side of body (circle one)

Type of injury: (circle all that apply)

Concussion/Contusion/Dislocation/Strain/Sprain/Fracture/

Avulsion/Abrasion/Laceration/Puncture

Was first aid administered?: Yes/No (circle one)

If yes, by whom: _____

CONTINUE TO NEXT SIDE

Were parents/guardians notified of injury and course of treatment?: Yes/No (circle one)

If yes:

Parent/Guardian's Name: _____

Spoke in person/Spoke over phone/Messaged over phone (circle one)

Did you advise parent or athlete to seek medical attention?: Yes/No (circle one)

Was treatment by a physician or hospital required for injury?: Yes/No (circle one)

If yes:

X-Ray: Yes/No (circle one) Stitches: Yes/No (circle one)

Hospital/Dr. Office: _____

Location: _____

Name of Physician: _____

Date: _____

Was a physician's release form to return to athletic activities provided?: Yes/No (circle one)

If yes:

Release Date: _____

PHYSICIAN'S NOTE REQUIRED BEFORE ATHLETE MAY RETURN TO ATHLETIC ACTIVITIES

Coach completing form (print name): _____ Phone #: _____

Signature of Coach completing form: _____

Date of report: _____

BUSINESS OFFICE USE ONLY

Date report was turned in: _____

Date report was mailed to guardians: _____

Retention Date: _____

ACCIDENT REPORT: STUDENT

1. Notify the Principal as soon as possible when an accident occurs, but no later than the date the accident occurred.
2. The following accident report **MUST** be completed by the teacher/aide/staff on the date when the accident occurred.
3. The completed report **MUST** be turned into the office no later than noon the following day.

School Name: Culbertson School District #17 School Address: 423 1st Ave. W. Culbertson, MT 59218
School Phone #: (406) 787-6241

Was Principal informed? Yes/No (circle one)

If yes:

Which Principal?: Elementary/JH-HS (circle one)

Date and Time informed: _____

Student's Name (First & Last): _____

Student's Grade: _____ Male/Female (circle one)

Date accident occurred: _____ Time (approx.): _____

Location accident took place at: _____

Specific Details of accident/How it occurred:

Part of body injured: _____ Student's L/R side of body (circle one)

Type of injury: (circle all that apply)

Concussion/Contusion/Dislocation/Strain/Sprain/Fracture/

Avulsion/Abrasion/Laceration/Puncture/Burn/Bite/Other

Name of supervising employee (print): _____

Signature of supervising employee: _____

Date of report: _____

TO BE COMPLETED BY OFFICE

Student's Name (First & Last): _____

Student's DOB: _____

Was first aid administered?: Yes/No (circle one)

If yes, by whom: _____

Were parents/guardians notified of the accident and course of treatment?: Yes/No (circle one)

If yes:

Parent/Guardian's Name: _____

Spoke in person/Spoke over phone/Messaged over phone (circle one)

Was student: Sent Home/Sent to Physician/Sent to Hospital (circle one)

Was treatment by a physician or hospital required for injury?: Yes/No (circle one)

If yes:

Hospital/Dr. Office: _____

Location: _____

Name of Physician: _____

Date: _____

Name of office employee (print): _____

Signature of office employee: _____

Date of report: _____

BUSINESS OFFICE USE ONLY

Date report was turned in: _____

Date report was mailed to guardians: _____

Retention Date: _____

Policy 2050: Innovative Student Instruction

Status: ADOPTED

Original Adopted Date: 07/17/2023 | Last Revised Date: 06/23/2025 | Last Reviewed Date: 06/23/2025

Innovative Student Instruction

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

As outlined in District Policy 2100, and except for students determined by the School District to be proficient using School District assessments, the adopted calendar has a minimum number of 360 hours for a half-time kindergarten program; 720 aggregate instructional hours for students in full-time kindergarten through third grade; 1,080 hours for students in fourth through eleventh grade and 1,050 hours for students in twelfth grade. Students enrolled on a part-time basis will have ANB calculated consistent with Policy 3121 and Policy 3150.

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

For the purposes of this policy and the School District's calculation of ANB under Policy 3121 and "aggregate hours of instruction" within the meaning of that term in Montana law, the term "instruction" shall be construed as being synonymous with and in support of the broader goals of "learning" and full development of educational potential as set forth in Article X, section 1 of the Montana Constitution. Instruction includes innovative teaching strategies that focus on student engagement for the purposes of developing a students' interests, passions, and strengths. The term instruction shall include any directed, distributive, collaborative and/or experiential learning activity provided, supervised, guided, facilitated, work based, or coordinated by the teacher of record in a given course that is done purposely to achieve content proficiency and facilitate the learning of, acquisition of knowledge, skills and abilities by, and to otherwise fulfill the full educational potential of each child.

Staff shall calculate the number of hours students have received instruction as defined in this policy and Policy 3121 through a combined calculation of services received onsite at the school or services provided or accessed at offsite or online instructional settings including, but not limited to, any combination of physical instructional packets, virtual or electronic based course meetings and assignments, self-directed or parent-assisted learning opportunities, and other educational efforts undertaken by the staff and students that can be given for grade or credit. Staff shall report completed hours of instruction as defined in this policy to the supervising teacher, building principal, or district administrator for final calculation.

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

Remote Instruction Delivered by District Staff

The Board of Trustees authorizes remote instruction of students by District staff in a manner that satisfies the aggregate number of instructional hours outlined in the District's adopted or revised calendar for a school year. Remote instruction is pupil instruction that occurs through virtual learning processes incorporating distance and online learning methods that best prepare pupils to meet desired learning outcomes. Remote instruction shall include a complete range of educational services offered by the District and shall comply with the requirements of applicable statutes. Students completing course work through an remote instructional setting shall be treated in and have their hours of instruction calculated in the same manner as students attending an onsite institutional setting.

Remote instruction is available to students:

1. meeting the residency requirements for that district as provided in 1-1-215;
2. living in the district and eligible for educational services under the Individuals With Disabilities Education Act or under 29 U.S.C. 794;
3. enrolled in the district and physically attending a school or offsite instructional setting of the district under an attendance agreement pursuant to Title 20, chapter 5, part 3, MCA; or
4. seeking remote instruction in another district when the pupil's district of residence does not provide remote or

in-person instruction in an equivalent course. A course is not equivalent if the course does not provide the same level of advantage on successful completion, including but not limited to dual credit, advanced placement, and career certification. The District is not required to provide remote instruction to a nonresident student if, because of class size restrictions, the accreditation of the school would be adversely impacted by providing remote instruction to the pupil.

A district providing remote instruction shall include pupils in enrollment counts for ANB calculation purposes as described in 20-9-311. Unless a student receiving remote instruction is enrolled under an attendance agreement pursuant to Title 20, chapter 5, part 3, MCA, the provisions of out-of-district attendance and tuition laws under Title 20, chapter 5, part 3, MCA, do not apply to remote instruction.

Equivalency is defined by providing the same level of advantage on successful completion as provided in law. The superintendent or designee is authorized to collaborate with the student's district of residence on the question of equivalency, review course offerings and policies of the requesting student's district of residence to complete the comparison, and report to the Board of Trustees. In the event the student's district of residence asserts in writing its course offerings are equivalent to the District's, the Board of Trustees shall not enroll the student.

A school of a district providing remote instruction shall provide remote instruction to an out-of-district pupil under number 3 above unless, because of class size restrictions, the accreditation of the school would be adversely impacted by providing remote instruction to the pupil.

The Board of Trustees authorizes the supervising teacher or district administrator to permit students to utilize remote instruction by delivered by District staff when circumstances require. Inquiries about correspondence courses shall be governed by Policy 2167, distance learning provided by non-District staff shall be governed by Policy 2168, and Montana Digital Academy shall be governed by Policy 2170.

Offsite Instruction

Offsite instructional setting is an instructional setting that is an extension of a school of the district, located apart from the school, but within the boundaries of the district, where a school district provides for in-person pupil instruction to a student who is enrolled in the district. The Board of Trustees authorizes the supervising teacher or district administrator to utilize an offsite instructional setting at when circumstances require consistent with Board of Public Education standards. Inquiries about correspondence courses shall be governed by Policy 2167, distance learning provided by non-District staff shall be governed by Policy 2168, and Montana Digital Academy shall be governed by Policy 2170.

Proficiency-Based Learning

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

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

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

recommended

Policy 2050: Innovative Student Instruction

Status: ADOPTED

Original Adopted Date: 09/09/2022 | **Last Revised Date:** 05/19/2026 | **Last Reviewed Date:** 05/19/2026

Student Instruction

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

As outlined in District Policy 2100, and except for students determined by the School District to be proficient using School District assessments, the adopted calendar has a minimum number of 360 hours for a half-time kindergarten program; 720 aggregate instructional hours for students in full-time kindergarten through third grade; 1,080 hours for students in fourth through eleventh grade and 1,050 hours for students in twelfth grade. Students enrolled on a part-time basis will have ANB calculated consistent with Policy 3121 and Policy 3150.

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

For the purposes of this policy and the School District's calculation of ANB under Policy 3121 and "aggregate hours of instruction" within the meaning of that term in Montana law, the term "instruction" shall be construed as being synonymous with and in support of the broader goals of "learning" and full development of educational potential as set forth in Article X, section 1 of the Montana Constitution. Instruction includes innovative teaching strategies that focus on student engagement for the purposes of developing a students' interests, passions, and strengths. The term instruction shall include any directed, distributive, collaborative and/or experiential learning activity provided, supervised, guided, facilitated, work based, or coordinated by the teacher of record in a given course that is done purposely to achieve content proficiency and facilitate the learning of, acquisition of knowledge, skills and abilities by, and to otherwise fulfill the full educational potential of each child.

Staff shall calculate the number of hours students have received instruction as defined in this policy and Policy 3121 through a combined calculation of services received onsite at the school or services provided or accessed at offsite or online instructional settings including, but not limited to, any combination of physical instructional packets, virtual or electronic based course meetings and assignments, self-directed or parent-assisted learning opportunities, and other educational efforts undertaken by the staff and students that can be given for grade or credit. Staff shall report completed hours of instruction as defined in this policy to the supervising teacher, building principal, or district administrator for final calculation.

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

Remote Instruction Delivered by District Staff

The Board of Trustees authorizes remote instruction of students by District staff in a manner that satisfies the aggregate number of instructional hours outlined in the District's adopted or revised calendar for a school year. Remote instruction is pupil instruction that occurs through virtual learning processes incorporating distance and online learning methods that best prepare pupils to meet desired learning outcomes. Remote instruction shall include a complete range of educational services offered by the District and shall comply with the requirements of applicable statutes. Students completing course work through an remote instructional setting shall be treated in and have their hours of instruction calculated in the same manner as students attending an onsite institutional setting.

Remote instruction is available to students:

1. meeting the residency requirements for that district as provided in 1-1-215;
2. living in the district and eligible for educational services under the Individuals With Disabilities Education Act or under 29 U.S.C. 794;
3. enrolled in the district and physically attending a school or offsite instructional setting of the district under an attendance agreement pursuant to Title 20, chapter 5, part 3, MCA; or
4. seeking remote instruction in another district when the pupil's district of residence does not provide remote or

in-person instruction in an equivalent course.

Equivalency is defined by providing the same level of advantage on successful completion as provided in law. The Superintendent or designee is authorized to collaborate with the student's district of residence on the question of equivalency, review course offerings and policies of the requesting student's district of residence to complete the comparison, and report to the Board of Trustees. A course is not equivalent if the course does not provide the same level of advantage on successful completion, including, but not limited to, dual credit, advanced placement, and career certification. In the event the student's district of residence asserts in writing that its course offerings are equivalent to the District's, the Board of Trustees shall not enroll the student.

The District is not required to provide remote ^{instruction to} ~~instruction~~ a nonresident student if, because of class size restrictions, the accreditation of the school would be adversely impacted by providing remote instruction to the student.

A district providing remote instruction shall include pupils in enrollment counts for ANB calculation purposes as described in 20-9-311. Unless a student receiving remote instruction is enrolled under an attendance agreement pursuant to Title 20, chapter 5, part 3, MCA, the provisions of out-of-district attendance and tuition laws under Title 20, chapter 5, part 3, MCA, do not apply to remote instruction.

The Board of Trustees authorizes the supervising teacher or district administrator to permit students to utilize remote instruction delivered by District staff when circumstances require. Inquiries about correspondence courses shall be governed by Policy 2167, distance learning provided by non-District staff shall be governed by Policy 2168, and Montana Digital Academy shall be governed by Policy 2170.

Offsite Instruction

Offsite instructional setting is an instructional setting that is an extension of a school of the district, located apart from the school, but within the boundaries of the district, where a school district provides for in-person pupil instruction to a student who is enrolled in the district. The Board of Trustees authorizes the supervising teacher or district administrator to utilize an offsite instructional setting consistent with Board of Public Education standards when required by the circumstances. Inquiries about correspondence courses shall be governed by Policy 2167, distance learning provided by non-District staff shall be governed by Policy 2168, and Montana Digital Academy shall be governed by Policy 2170.

Proficiency-Based Learning

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

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

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

current

Policy 2151: Interscholastic Activities

Status: ADOPTED

Original Adopted Date: 02/01/2021 | **Last Reviewed Date:** 02/01/2021

Interscholastic Activities

The District recognizes the value of a program of interscholastic activities as an integral part of the total school experience. The program of interscholastic activities will include all activities relating to competitive sport or intellectual contests, games or events, or exhibitions involving individual students or teams of students of this District, when such events occur between schools outside this District.

All facilities and equipment utilized in the interscholastic activity program, whether or not the property of the District, will be inspected on a regular basis. Participants will be issued equipment which has been properly maintained and fitted.

An activity coach must be properly trained and qualified for an assignment as described in the coach's job description. A syllabus which outlines the skills, techniques, and safety measures associated with a coaching assignment will be distributed to each coach. All personnel coaching intramural or interscholastic activities will hold a current valid first aid certificate.

The Board recognizes that certain risks are associated with participation in interscholastic activities. While the District will strive to prevent injuries and accidents to students, each parent or guardian will be required to sign an "assumption of risk" statement indicating that the parents assume all risks for injuries resulting from such participation. Each participant will be required to furnish evidence of physical fitness (physical form) prior to becoming a member of an athletic team. A participant will be free of injury and will have fully recovered from illness before participating in any event.

Coaches and/or trainers may not issue medicine of any type to students. This provision does not preclude the coach and/or trainer from using approved first aid items.

** recommended **

Policy 2151: Interscholastic Activities

Status: ADOPTED

Original Adopted Date: 09/09/2022 | **Last Revised Date:** 05/19/2026 | **Last Reviewed Date:** 05/19/2026

The District recognizes the value of a program of interscholastic activities as an integral part of the total school experience. The program of interscholastic activities will include all activities relating to competitive sport or intellectual contests, games or events, or exhibitions involving individual students or teams of students of this District, when such events occur between schools outside this District.

All facilities and equipment utilized in the interscholastic activity program, whether or not the property of the District, will be inspected on a regular basis. Participants will be issued equipment which has been properly maintained and fitted.

An activity coach must be properly trained and qualified for an assignment as described in the coach's job description. A syllabus which outlines the skills, techniques, and safety measures associated with a coaching assignment will be distributed to each coach. All personnel coaching intramural or interscholastic activities will hold a current valid first aid certificate.

The Board recognizes that certain risks are associated with participation in interscholastic activities. While the District will strive to prevent injuries and accidents to students, each parent or guardian will be required to sign an "assumption of risk" statement indicating that the parents are aware of the risks inherent in participating in interscholastic activities. Each participant will be required to furnish evidence of physical fitness (physical form) prior to becoming a member of an athletic team. A participant will be free of injury and will have fully recovered from illness before participating in any event.

Coaches and/or trainers may not issue medicine of any type to students. This provision does not preclude the coach and/or trainer from using approved first aid items.

** recommended **

**Board Policy Manual
MTSBA Policy Management
Console**

Policy 3110: Entrance, Placement, and Transfer

Status: ADOPTED

Original Adopted Date: 09/09/2022 | Last Revised Date: 05/19/2026 | Last Reviewed Date: 05/19/2026

Entrance, Placement, and Transfer
Entrance, Date, and Age

The trustees will enroll and admit a child to a school in the district when the child is 5 years of age or older on or before the tenth (10th) day of September of the school year in which the child is to enroll but is not yet 19 years of age who is a resident of the District. Parents may request a waiver of the age requirement. All waivers are granted in the sole discretion of the Trustees.

In accordance with Sec. 20-7-411, MCA, the Trustees shall provide or establish and maintain a special education program for each preschool child with a disability who is 3 years of age or older and under 7 years of age, and will enroll and admit into the special education program a child with a disability, as that term is defined at Sec. 20-7-401, MCA, if the child with a disability is at least 3 years of age.

In accordance with Title 20, Chapter 7, Part 18 of the MCA and Policy 2165, the Trustees may enroll a child under the age of 5 into an early targeted intervention classroom or home-based program if the child is 4 years of age or older on or before September 10 of the year in which the child is to participate in the program and the child is an "eligible child" as that term is defined in Sec. 20-7-1802, MCA.

Non-resident students may be admitted at the discretion of the Trustees. Children will be enrolled in the grade identified in accordance with District policy or at the discretion of the administration in consultation with the student's parents or guardians. The District requires proof of identity and an immunization record for every child to be admitted to District schools.

The Trustees may at their discretion assign and admit a child to a school in the district who is under 5 years of age or an adult who is 19 years of age or older if there are exceptional circumstances that merit waiving the age provision. As used in this policy, "exceptional circumstances" means any of the following:

- (a) the child is being admitted into a preschool program established by the Trustees pursuant to Sec. 20-7-117, MCA;
- (b) the child under 5 is determined by the trustees to be ready for kindergarten and the child's parents have requested early entry into the district's regular 1-year kindergarten program;
- (c) the child under 5 is being admitted into an early targeted intervention classroom or jumpstart program pursuant to Title 20, chapter 7, part 18 and Policy 2165;
- (d) the child is a child with a disability and is being admitted into a special education program pursuant to Sec. 20-7-411, MCA; or
- (e) the adult is 19 years of age or older and in the trustees' determination would benefit from educational programs offered by a school of the district.

The trustees may also admit an individual who has graduated from high school but is not yet 19 years of age even though no special circumstances exist for waiver of the age provision of this Policy.

The trustees shall assign and admit a child who is enrolled in a nonpublic or home school and who meets the age and residency requirement of this policy on a part-time basis at the request of the child's parent or guardian consistent with the provisions of Policy 3150. A part time enrollee shall be calculated for purposes of ANB consistent with Policy 3121.

The Trustees shall assign and admit to a school of the District or otherwise provide special education services to an adult with a disability residing in the District who has neither reached the age of 22 nor previously graduated from high school by earning a regular high school diploma based on the school district's graduation requirements and that was not based upon a lesser credential.

School Entrance

1. The District requires that a student's parents, legal guardian, or legal custodian present proof of identity of the child to the school within forty (40) days of enrollment, as well as proof of residence in the District. Students who are not residents of the District may apply for admission pursuant to Policy 3141. For the purposes of this section "proof of identity" means a certified copy of a birth certificate, a certified transcript or similar student records from the previous school, or any documentary evidence that a school district considers

to be satisfactory proof of identity.

2. To be admitted to District schools, in accordance with the Montana Immunization Law, a child must have been immunized against varicella, diphtheria, pertussis, tetanus, poliomyelitis, rubella, mumps, and measles in the manner and with immunizing agents approved by the department. Immunizations may not be required if a child qualifies for conditional attendance or an exemption is filed as provided by Montana law.

3. The above requirements are not to serve as barriers to immediate enrollment of students designated as homeless or foster children as required by the Every Student Succeeds Act (ESSA) and the McKinney-Vento Act as amended by ESSA. The District shall work with the local child welfare agency, the school last attended, or other relevant agencies to obtain necessary enrollment documentation and ensure a student receives education services in the best interests of the child. The Superintendent or designee shall serve as point of contact with all applicable agencies to review records, facilitate services and resolve disputes.

Placement

The District goal is to place students at levels and in settings that will increase the probability of student success. Developmental testing, together with other relevant criteria, including but not limited to health, maturity, emotional stability, and developmental disabilities, may be considered in the placement of all students. Final disposition of all placement decisions rests with the principal, subject to review by the Superintendent or the Board.

Children of Relocated Military Families

The Board shall assign and admit a child whose parent or guardian is being relocated to Montana under military orders to a school in the district and allow the child to preliminarily enroll in classes and apply for programs offered by the District prior to arrival and establishing residency.

The student will be placed in student data management system as soon as enrolled under this provision. The student will attend classes during preliminary enrollment and the Board authorizes the administration to provide offsite instruction to the student if not present in the District. The District will include a student enrolled under this provision as part of the calculation of ANB.

Transfer

District policies regulating the enrollment of students from other accredited elementary and secondary schools are designed to protect the educational welfare of children.

Elementary Grades (K-8)

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

Secondary Grades (9-12) Credit Transfer

A transfer of credits from any secondary school is subject to a satisfactory examination of the following:

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

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

*Current

**Board Policy Manual
Culbertson Public Schools**

Policy 3231: Searches and Seizure

Status: ADOPTED

Original Adopted Date: 02/01/2021 | **Last Revised Date:** 11/16/2021 | **Last Reviewed Date:** 11/16/2021

Searches and Seizure

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

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

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

1. A "pat down" of the exterior of the student's clothing;
2. A search of the student's clothing, including pockets;
3. A search of any container or object used by, belonging to, or otherwise in the possession or control of a student; and/or
4. Devices or tools identified in school district policy or the student handbook or deemed necessary by the Superintendent or designee.

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

School Property and Equipment and Personal Effects of Students

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

The Superintendent may request the assistance of law enforcement officials, including their use of specially trained dogs, 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.

Students

School officials may search any individual student, his/her property, or District property under his/her control, when there is a reasonable suspicion that the search will uncover evidence that he/she is violating the law, Board policy, administrative regulation, or other rules of the District or the school. Reasonable suspicion shall be based on specific and objective facts that the search will produce evidence related to the alleged violation. The types of student property that may be searched by school officials include but are not limited to lockers, desks, purses, backpacks, student vehicles parked on District property, cellular phones, or other electronic communication devices.

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

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

Seizure of Property

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

** recommended **

Policy 3231: Searches and Seizure

Status: ADOPTED

Original Adopted Date: 09/09/2022 | **Last Revised Date:** 05/19/2026 | **Last Reviewed Date:** 05/19/2026

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

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

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

1. A search of the student's clothing by requesting that the student remove any coat, jacket, or other outer wear which can then be searched and by requesting that the student empty their pockets;
2. A search of any container or object used by, belonging to, or otherwise in the possession or control of a student; and/or
3. Devices or tools identified in school district policy or the student handbook or deemed necessary by the Superintendent or designee.

Any search of a student will be conducted by a school official or employee of the same gender as the student being searched.

School Property and Equipment and Personal Effects of Students

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

The Superintendent may request the assistance of law enforcement officials, including their use of specially trained dogs, 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.

Students

School officials may search any individual student, his/her property, or District property under his/her control, when there is a reasonable suspicion that the search will uncover evidence that he/she is violating the law, Board policy, administrative regulation, or other rules of the District or the school. Reasonable suspicion shall be based on specific and objective facts that the search will produce evidence related to the alleged violation. The types of student property that may be searched by school officials include but are not limited to lockers, desks, purses, backpacks, student vehicles parked on District property, cellular phones, or other electronic communication devices.

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

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

Seizure of Property

When a search produces evidence that a student has violated or is violating either a law or District policies or rules,

such evidence may be seized and impounded by school authorities and disciplinary action may be taken. As appropriate, such evidence may be transferred to law enforcement authorities.

Procedure 3225-P(1): Sexual Harassment of Students - Procedure

Status: ADOPTED

Original Adopted Date: 08/17/2021 | **Last Reviewed Date:** 08/17/2021

Sexual Harassment Grievance Procedure - Students

The Board requires the following grievance process to be followed for the prompt and equitable resolution of student complaints alleging any action that would be prohibited as sexual harassment by Title IX. The Board directs the process to be published in accordance with all statutory and regulatory requirements.

Definitions

The following definitions apply for Title IX policies and procedures:

“Actual knowledge:” notice of sexual harassment or allegations of sexual harassment to the District’s Title IX Coordinator or any official of the District who has authority to institute corrective measures on behalf of the District, or to any employee of an elementary or secondary school.

“Education program or activity:” includes locations, events or circumstances over which the District exercised substantial control over both the individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment, and the context in which the sexual harassment occurs.

“Complainant:” an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

“Respondent:” an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

“Formal complaint:” a document filed by a Complainant or signed by the Title IX Coordinator alleging sexual harassment against a Respondent and requesting that the District investigate the allegation of sexual harassment.

“Supportive measures:” non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available and without fee or charge to the Complainant or Respondent before or after the filing of a formal complaint or where no formal complaint has been filed.

District Requirements

When the District has actual knowledge of sexual harassment in an education 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.

The District treats individuals who are alleged to be the victim (Complainant) and perpetrator (Respondent) of conduct that could constitute sexual harassment equitably by offering supportive measures. Supportive measures are designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual restrictions on contact between the parties, leaves of absence, increased security and monitoring of certain areas of the District's property, campus escort services, changes in work locations and other similar measures.

The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures. Upon the receipt of a complaint, the Title IX Coordinator must promptly contact the Complainant to discuss the availability of supportive measures, consider the Complainant's wishes with respect to supportive measures, inform the Complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the Complainant the process for filing a formal complaint. If the District does not provide the Complainant with supportive measures, then the District must document the reasons why such a response was not clearly unreasonable in light of the known circumstances.

Timelines

The District has established reasonably prompt time frames for the conclusion of the grievance process, including time frames for filing and resolving appeals and informal resolution processes. The grievance process may be temporarily delayed or extended for good cause. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities. In the event the grievance process is temporarily delayed for good cause, the District will provide written notice to the Complainant and the Respondent of the delay or extension and the reasons for the action.

Response to a Formal Complaint

At the time of filing a formal complaint, a Complainant must be participating in or attempting to participate in the education program or activity of the District with which the formal complaint is filed. A formal complaint may be filed with the Title IX Coordinator in person, by mail, by electronic mail, or other means designated by the District.

The District must follow the formal complaint process before the imposition of any disciplinary sanctions or other actions that are not supportive measures. However, nothing in this policy precludes the District from removing a Respondent from the District's education program or activity on an emergency basis, provided that the District undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the Respondent with notice and an opportunity to challenge the decision immediately following the removal. A period of removal may include the opportunity for the student to continue instruction in an offsite capacity. The District may also place a non-student employee Respondent on administrative leave during the pendency of the grievance process. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

Upon receipt of a formal complaint, the District must provide written notice to the known parties including:

1. Notice of the allegations of sexual harassment, including information about the identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, the date and location of the alleged incident, and any sufficient details known at the time. Such notice must be provided with sufficient time to prepare a response before any initial interview;
2. An explanation of the District's investigation procedures, including any informal resolution process;
3. A statement that the Respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made by the decision-maker at the conclusion of the investigation;
4. Notice to the parties that they may have an advisor of their choice who may be, but is not required to be, an attorney, and may inspect and review any evidence; and
5. Notice to the parties of any provision in the District's code of conduct or policy that prohibits knowingly making false statements or knowingly submitting false information.

If, in the course of an investigation, the District decides to investigate allegations about the Complainant or Respondent that are not included in the notice initially provided, notice of the additional allegations must be provided to known parties.

The District may consolidate formal complaints as to allegations of sexual harassment against more than one Respondent, or by more than one Complainant against one or more Respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

Investigation of a Formal Complaint

When investigating a formal complaint and throughout the grievance process, the District must:

1. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on the District and not the parties';
2. Provide an equal opportunity for the parties to present witnesses and evidence;
3. Not restrict either party's ability to discuss the allegations under investigation or to gather and present relevant evidence;

4. Allow the parties to be accompanied with an advisor of the party's choice who may be, but is not required to be, an attorney. The District may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;
5. Provide written notice of the date, time, location, participants, and purpose of any interview or meeting at which a party is expected to participate, with sufficient time for the party to prepare to participate;
6. Provide the parties equal access to review all the evidence collected which is directly related to the allegations raised in a formal complaint and comply with the review periods outlined in this process;
7. Objectively evaluate all relevant evidence without relying on sex stereotypes;
8. Ensure that Title IX Coordinators, investigators, decision-makers and individuals who facilitate an informal resolution process, do not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent;
9. Not make credibility determinations based on the individual's status as Complainant, Respondent or witness;
10. Not use questions or evidence that constitute or seek disclosure of privileged information unless waived.

Dismissal of Formal Complaints

If the conduct alleged in the formal complaint would not constitute sexual harassment even if proved, did not occur in the District's education program or activity, or did not occur against a person in the United States, then the District must dismiss the formal complaint with regard to that conduct for purposes of sexual harassment under this policy.

The Title IX Coordinator also may dismiss the formal complaint or any allegations therein at any time during the investigation or hearing, if applicable, when any of the following apply:

1. a Complainant provides written notification to the Title IX Coordinator that the Complainant would like to withdraw the formal complaint or any allegations therein;
2. the Respondent is no longer enrolled or employed by the District or;
3. specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon dismissal, the Title IX Coordinator promptly sends written notice of the dismissal and the reasons for dismissal simultaneously to both parties. The grievance process will close in the event a notice of dismissal is provided to the parties. Support measures may continue following dismissal.

Evidence Review

The District provides both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation. The evidence provided by the District must include evidence that is directly related to the allegations in the formal complaint, evidence upon which the District does not intend to rely in reaching a determination regarding responsibility, and any inculpatory or exculpatory evidence whether obtained from a party or other source. Prior to completion of the investigative report, the Title IX Coordinator must send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy. The parties have 10 calendar days to submit a written response to the Title IX Coordinator, which the investigator will consider prior to completion of the investigative report.

Investigative Report

The investigator must prepare an investigative report that fairly summarizes relevant evidence and send the report to the Title IX Coordinator. The Title IX Coordinator must send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response. The parties have 10 calendar days to submit a written response to the Title IX Coordinator.

Decision-Maker's Determination

The investigative report is submitted to the decision-maker. The decision-maker cannot be the same person(s) as the Title IX Coordinator or the investigator. The decision-maker cannot hold a hearing or make a determination regarding responsibility until 10 calendar days from the date the Complainant and Respondent receive the investigator's report.

Prior to reaching a determination regarding responsibility, the decision-maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant, or if the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent. Questions must be submitted to the Title IX Coordinator within three calendar days from the date the Complainant and Respondent receive the investigator's report.

The decision-maker must issue a written determination regarding responsibility based on a preponderance of the evidence standard. The decision-maker's written determination must:

1. Identify the allegations potentially constituting sexual harassment;
2. Describe the procedural steps taken, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather evidence, and hearings held;
3. Include the findings of fact supporting the determination;
4. Draw conclusions regarding the application of any District policies and/or code of conduct rules to the facts;
5. Address each allegation and a resolution of the complaint including a determination regarding responsibility, the rationale therefor, any recommended disciplinary sanction(s) imposed on the Respondent, and whether remedies designed to restore or preserve access to the educational program or activity will be provided by the District to the Complainant and
6. The procedures and permissible bases for the Complainant and/or Respondent to appeal the determination.

A copy of the written determination must be provided to both parties simultaneously, and generally will be provided within 60 calendar days from the District's receipt of a formal complaint.

MTSBA recommends striking

The determination regarding responsibility becomes final either on the date that the District provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely. Where a determination of responsibility for sexual harassment has been made against the Respondent, the District will provide remedies to the Complainant that are designed to restore or preserve equal access to the District's education program or activity. Such remedies may include supportive measures; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the Respondent. The Title IX Coordinator is responsible for effective implementation of any remedies. Following any determination of responsibility, the District may implement disciplinary sanctions in accordance with State or Federal law and or/the negotiated agreement. For students, the sanctions may include disciplinary action, up to and including permanent exclusion.

Appeals

Either the Complainant or Respondent may appeal the decision-maker's determination regarding responsibility or a dismissal of a formal complaint, on the following bases:

1. Procedural irregularity that affected the outcome of the matter;
2. New evidence that was not reasonably available at the time that could affect the outcome and
3. The Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent that affected the outcome.

The District also may offer an appeal equally to both parties on additional bases.

The request to appeal must be made in writing to the Title IX Coordinator within seven calendar days after the date of the written determination. The appeal decision-maker must not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent and cannot be the Title IX Coordinator, the investigator, or the decision-maker from the original determination.

The appeal decision-maker must notify the other party in writing when an appeal is filed and give both parties a reasonable equal opportunity to submit a written statement in support of, or challenging, the outcome. After reviewing the evidence, the appeal decision-maker must issue a written decision describing the result of the appeal and the rationale for the result. The decision must be provided to both parties simultaneously, and generally will be provided within 10 calendar days from the date the appeal is filed.

Informal Resolution Process

Except when concerning allegations that an employee sexually harassed a student, at any time during the formal complaint process and prior to reaching a determination regarding responsibility, the District may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and determination of responsibility, provided that the District:

1. Provides to the parties a written notice disclosing:
 - A. The allegations;
 - B. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the Title IX formal complaint process with respect to the formal complaint; and
 - C. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.
2. Obtains the parties' voluntary, written consent to the informal resolution process.

The informal resolution process generally will be completed within 30 calendar days, unless the parties and the Title IX Coordinator mutually agree to temporarily delay or extend the process. The formal grievance process timelines are stayed during the parties' participation in the informal resolution process. If the parties do not reach resolution through the informal resolution process, the parties will resume the formal complaint grievance process, including timelines for resolution, at the point they left off.

Recordkeeping

The District must maintain for a period of seven years records of:

1. Each sexual harassment investigation, including any determination regarding responsibility, any disciplinary sanctions imposed on the Respondent, and any remedies provided to the Complainant designed to restore or preserve equal access to the District's education program or activity;
2. Any appeal and the result therefrom;
3. Any informal resolution and the result therefrom; and
4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The District must make these training materials publicly available on its website.

The District must create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the District must document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the District's education program or activity.

Current

**Procedure 5012-P(1): Sexual Harassment of Employees - Sexual Harassment
Grievance Procedure-Employees**

Status: ADOPTED

Original Adopted Date: 08/17/2021 | **Last Reviewed Date:** 08/17/2021

Sexual Harassment Grievance Procedure - Employees

The Board requires the following grievance process to be followed for the prompt and equitable resolution of employee complaints alleging any action that would be prohibited as sexual harassment by Title IX. The Board directs the process to be published in accordance with all statutory and regulatory requirements.

Definitions

The following definitions apply for Title IX policies and procedures:

“Actual knowledge:” notice of sexual harassment or allegations of sexual harassment to the District's Title IX Coordinator or any official of the District who has authority to institute corrective measures on behalf of the District, or to any employee of an elementary or secondary school.

“Education program or activity:” includes locations, events or circumstances over which the District exercised substantial control over both the individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment, and the context in which the sexual harassment occurs.

“Complainant:” an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

“Respondent:” an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

“Formal complaint:” a document filed by a Complainant or signed by the Title IX Coordinator alleging sexual harassment against a Respondent and requesting that the District investigate the allegation of sexual harassment.

“Supportive measures:” non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available and without fee or charge to the Complainant or Respondent before or after the filing of a formal complaint or where no formal complaint has been filed.

District Requirements

When the District has actual knowledge of sexual harassment in an education 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.

The District treats individuals who are alleged to be the victim (Complainant) and perpetrator (Respondent) of conduct that could constitute sexual harassment equitably by offering supportive measures. Supportive measures are designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual restrictions on contact between the parties, leaves of absence, increased security and monitoring of certain areas of the District's property, campus escort services, changes in work locations and other similar measures.

The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures. Upon the receipt of a complaint, the Title IX Coordinator must promptly contact the Complainant to discuss the availability of supportive measures, consider the Complainant's wishes with respect to supportive measures, inform the Complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the Complainant the process for filing a formal complaint. If the District does not provide the Complainant with supportive measures, then the District must document the reasons why such a response was not clearly unreasonable in light of the known circumstances.

Timelines

The District has established reasonably prompt time frames for the conclusion of the grievance process, including time frames for filing and resolving appeals and informal resolution processes. The grievance process may be temporarily delayed or extended for good cause. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities. In the event the grievance process is temporarily delayed for good cause, the District will provide written notice to the Complainant and the Respondent of the delay or extension and the reasons for the action.

Response to a Formal Complaint

At the time of filing a formal complaint, a Complainant must be participating in or attempting to participate in the education program or activity of the District with which the formal complaint is filed. A formal complaint may be filed with the Title IX Coordinator in person, by mail, by electronic mail, or other means designated by the District.

The District must follow the formal complaint process before the imposition of any disciplinary sanctions or other actions that are not supportive measures. However, nothing in this policy precludes the District from placing a non-student employee Respondent on administrative leave during the pendency of the grievance process. The District may also remove a student Respondent alleged to have harassed an employee Complainant from the education setting. The student may receive instruction in an offsite capacity during the period of removal. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

Upon receipt of a formal complaint, the District must provide written notice to the known parties including:

1. Notice of the allegations of sexual harassment, including information about the identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, the date and location of the alleged incident, and any sufficient details known at the time. Such notice must be provided with sufficient time to prepare a response before any initial interview;
2. An explanation of the District's investigation procedures, including any informal resolution process;
3. A statement that the Respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made by the decision-maker at the conclusion of the investigation;
4. Notice to the parties that they may have an advisor of their choice who may be, but is not required to be, an attorney, and may inspect and review any evidence; and
5. Notice to the parties of any provision in the District's code of conduct or policy that prohibits knowingly making false statements or knowingly submitting false information.

If, in the course of an investigation, the District decides to investigate allegations about the Complainant or Respondent that are not included in the notice initially provided, notice of the additional allegations must be provided to known parties.

The District may consolidate formal complaints as to allegations of sexual harassment against more than one Respondent, or by more than one Complainant against one or more Respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

Investigation of a Formal Complaint

When investigating a formal complaint and throughout the grievance process, the District must:

1. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on the District and not the parties';
2. Provide an equal opportunity for the parties to present witnesses and evidence;
3. Not restrict either party's ability to discuss the allegations under investigation or to gather and present relevant evidence;

4. Allow the parties to be accompanied with an advisor of the party's choice who may be, but is not required to be, an attorney. The District may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;
5. Provide written notice of the date, time, location, participants, and purpose of any interview or meeting at which a party is expected to participate, with sufficient time for the party to prepare to participate;
6. Provide the parties equal access to review all the evidence collected which is directly related to the allegations raised in a formal complaint and comply with the review periods outlined in this process;
7. Objectively evaluate all relevant evidence without relying on sex stereotypes;
8. Ensure that Title IX Coordinators, investigators, decision-makers and individuals who facilitate an informal resolution process, do not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent;
9. Not make credibility determinations based on the individual's status as Complainant, Respondent or witness;
10. Not use questions or evidence that constitute or seek disclosure of privileged information unless waived.

Dismissal of Formal Complaints

If the conduct alleged in the formal complaint would not constitute sexual harassment even if proved, did not occur in the District's education program or activity, or did not occur against a person in the United States, then the District must dismiss the formal complaint with regard to that conduct for purposes of sexual harassment under this policy.

The Title IX Coordinator also may dismiss the formal complaint or any allegations therein at any time during the investigation or hearing, if applicable, when any of the following apply:

1. a Complainant provides written notification to the Title IX Coordinator that the Complainant would like to withdraw the formal complaint or any allegations therein;
2. the Respondent is no longer enrolled or employed by the District; or
3. specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon dismissal, the Title IX Coordinator promptly sends written notice of the dismissal and the reasons for dismissal simultaneously to both parties. The grievance process will close in the event a notice of dismissal is provided to the parties. Support measures may continue following dismissal.

Evidence Review

The District provides both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation. The evidence provided by the District must include evidence that is directly related to the allegations in the formal complaint, evidence upon which the District does not intend to rely in reaching a determination regarding responsibility, and any inculpatory or exculpatory evidence whether obtained from a party or other source. Prior to completion of the investigative report, the Title IX Coordinator must send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy. The parties have 10 calendar days to submit a written response to the Title IX Coordinator, which the investigator will consider prior to completion of the investigative report.

Investigative Report

The investigator must prepare an investigative report that fairly summarizes relevant evidence and send the report to the Title IX Coordinator. The Title IX Coordinator must send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response. The parties have 10 calendar days to submit a written response to the Title IX Coordinator.

Decision-Maker's Determination

The investigative report is submitted to the decision-maker. The decision-maker cannot be the same person(s) as the Title IX Coordinator or the investigator. The decision-maker cannot hold a hearing or make a determination regarding responsibility until 10 calendar days from the date the Complainant and Respondent receive the investigator's report.

Prior to reaching a determination regarding responsibility, the decision-maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant, or if the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent. Questions must be submitted to the Title IX Coordinator within three calendar days from the date the Complainant and Respondent receive the investigator's report.

The decision-maker must issue a written determination regarding responsibility based on a preponderance of the evidence standard. The decision-maker's written determination must:

1. Identify the allegations potentially constituting sexual harassment;
2. Describe the procedural steps taken, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather evidence, and hearings held;
3. Include the findings of fact supporting the determination;
4. Draw conclusions regarding the application of any District policies and/or code of conduct rules to the facts;
5. Address each allegation and a resolution of the complaint including a determination regarding responsibility, the rationale therefor, any recommended disciplinary sanction(s) imposed on the Respondent, and whether remedies designed to restore or preserve access to the educational program or activity will be provided by the District to the Complainant; and
6. The procedures and permissible bases for the Complainant and/or Respondent to appeal the determination.

A copy of the written determination must be provided to both parties simultaneously, and generally will be provided within 60 calendar days from the District's receipt of a formal complaint.

MTSBA recommends striking

The determination regarding responsibility becomes final either on the date that the District provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely. Where a determination of responsibility for sexual harassment has been made against the Respondent, the District will provide remedies to the Complainant that are designed to restore or preserve equal access to the District's education program or activity. Such remedies may include supportive measures; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the Respondent. The Title IX Coordinator is responsible for effective implementation of any remedies. Following any determination of responsibility, the District may implement disciplinary sanctions in accordance with State or Federal law and or/the negotiated agreement. For employees, the sanctions may include any form of responsive discipline, up to and including termination.

Appeals

Either the Complainant or Respondent may appeal the decision-maker's determination regarding responsibility or a dismissal of a formal complaint, on the following bases:

1. Procedural irregularity that affected the outcome of the matter;
2. New evidence that was not reasonably available at the time that could affect the outcome and
3. The Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent that affected the outcome.

The District also may offer an appeal equally to both parties on additional bases.

The request to appeal must be made in writing to the Title IX Coordinator within seven calendar days after the date of the written determination. The appeal decision-maker must not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent and cannot be the Title IX Coordinator, the investigator, or the decision-maker from the original determination.

The appeal decision-maker must notify the other party in writing when an appeal is filed and give both parties a reasonable equal opportunity to submit a written statement in support of, or challenging, the outcome. After reviewing the evidence, the appeal decision-maker must issue a written decision describing the result of the appeal and the rationale for the result. The decision must be provided to both parties simultaneously, and generally will be provided within 10 calendar days from the date the appeal is filed.

Informal Resolution Process

Except when concerning allegations that an employee sexually harassed a student, at any time during the formal complaint process and prior to reaching a determination regarding responsibility, the District may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and determination of responsibility, provided that the District:

1. Provides to the parties a written notice disclosing:
 - A. The allegations;
 - B. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the Title IX formal complaint process with respect to the formal complaint; and
 - C. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.
2. Obtains the parties' voluntary, written consent to the informal resolution process.

The informal resolution process generally will be completed within 30 calendar days, unless the parties and the Title IX Coordinator mutually agree to temporarily delay or extend the process. The formal grievance process timelines are stayed during the parties' participation in the informal resolution process. If the parties do not reach resolution through the informal resolution process, the parties will resume the formal complaint grievance process, including timelines for resolution, at the point they left off.

Recordkeeping

The District must maintain for a period of seven years records of:

1. Each sexual harassment investigation, including any determination regarding responsibility, any disciplinary sanctions imposed on the Respondent, and any remedies provided to the Complainant designed to restore or preserve equal access to the District's education program or activity;
2. Any appeal and the result therefrom;
3. Any informal resolution and the result therefrom; and
4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The District must make these training materials publicly available on its website.

The District must create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the District must document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the District's education program or activity.

current

Procedure 5120-P(1): Hiring Process and Criteria - Fingerprint Background Handling Procedure

Status: ADOPTED

Original Adopted Date: 02/01/2021 | **Last Reviewed Date:** 02/01/2021

Fingerprint Background Handling Procedure

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

Authority to Fingerprint

The School District will process candidates recommended for hire fingerprints.

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

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

The School District staff that have received training by CRISS will process the fingerprints and send them to the DOJ.

Determination Procedures

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

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

Storage Procedure

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

Dissemination Procedure

The School District will not disseminate any fingerprint information.

Destruction Procedure

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

Training Procedure

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

** recommended **

**Board Policy Manual
MTSBA Policy Management
Console**

Procedure 5120-P(1): Hiring Process and Criteria - Federal Background Check, Fingerprints, and Information Handling Procedure

Status: ADOPTED

Original Adopted Date: 05/19/2026 | Last Reviewed Date: 05/19/2026

1. Who needs to be fingerprinted: All individuals 18 years of age or older to be volunteers or recommended for hire by the School District who will have unsupervised access to students need to be fingerprinted under the National Child Protection Act and Volunteers for Children's Act (NCPA/VCA) and § 20-3-323, MCA.
2. The School District will obtain a signed waiver from all applicants and provide written communication of Applicant Rights and Consent to Fingerprint Form at 5122F. Applicants shall also be provided the Applicant Privacy statement at 5120F. The Applicant Rights and Consent to Fingerprint Form will be kept on file for 5 years or for the length of employment, whichever is longer. The form will be filed in the employees Personnel File.

Basis to Collect and Submit Fingerprints for Purposes of Federal Background Check - Boards will Select One Option

OPTION 1: Ink fingerprints are captured in house by agency personnel that have completed and passed the certification course provided by CRISS. All applicants must provide a current government issued photo identification at the time of fingerprinting for identification verification. Two ink fingerprint cards are captured for each applicant and all data fields are completed and checked for accuracy. Complete fingerprint cards are then mailed to DOJ/CRISS along with payment.

OR

OPTION 2: Livescan fingerprints are captured in house by agency personnel that have completed and passed the certification course provided by CRISS. All applicants must provide a current government issued photo identification at the time of fingerprinting for identification verification. Fingerprints are then submitted to CRISS via the Livescan.

OR

** OPTION 3:* Fingerprints are obtained via local law enforcement agencies: *MINNAPOLIS*

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

The School District staff that have received training by CRISS will process the fingerprints and send them to the DOJ.

LASO

Nicole Simonsen
Nicole Simonsen
(First and last name) has been appointed as the Local Agency Security Officer and acts as the primary point of contact between the School District and CRISS. (Name of LASO) is responsible for ensuring CJIS Policy compliance by all authorized recipients within the School District LASO is also responsible of any Privacy and Security Agreements with those who do not use CHRI on a regular basis. Any change in appointment of the LASO or other authorized personnel will be reported to CRISS immediately.

Access of CHRI

Nicole Simonsen
All background results are received by (first and last name) through the State File Transfer Service. Results are printed and stored in a locked filing cabinet in the business office until a determination for employment is made. Only authorized personnel that have undergone Privacy and Security Information have access to printed criminal history record information. Authorized recipients of CHRI include

Nicole Simonsen
Superintendent (name), Principal (name), and the Business manager (name).

Printed background checks are reviewed by the Business Manager (name) and a determination form is completed. If any adverse results are present on the background check, it is given to the Superintendent, and Principal for final determination of eligibility. (Entity Name) utilizes a determination form but the CHRI is retained in accordance with this procedure.

Determination Procedures

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

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

Retention and Storage Procedure (Note: If the School District seeks to store electronically you must contact DOJ's IT department.)

All criminal history record information is stored in a locked filing cabinet within the business office. Only authorized personnel, Superintendent, Principal, and the Business Manager as noted in this policy have access to this information. Only authorized personnel are present during the determination process when the criminal record is being reviewed. Criminal history record information must be maintained for a period of at least two years following creation of the record or the date of the hiring decision, which is later.

Dissemination Logs are maintained for a period of 3 years from the date of dissemination or between audits, and the Applicant Rights and Consent to Fingerprint form is maintained for at least five years or the length of employment, whichever is longer.

Dissemination Procedure Boards will Select One Option:

OPTION 1: Applicants wishing to obtain a copy of their background report may make a request to the LASO. A current government photo identification must be presented at the time of the request. A copy of the background report is made and marked as a "copy" and provided to the applicant. The dissemination is then logged. Dissemination logs include, what record was shared, the date it was shared, the method of sharing, and the agency personnel that shared the record. The dissemination log is stored in a locked filing cabinet for at least 3 years or between audits, whichever is longer.

OR

* **OPTION 2:** The School District does not disseminate criminal history record information with any other agency. A copy of our determination form can be provided to outside agencies upon request.

Destruction Procedure Boards will Select One Option:

* **OPTION 1:** At the end of the retention and storage period outlined in this document, all CHRI and related information is shredded in house by (authorized personnel name).

OR

~~**OPTION 2:** At the end of the retention and storage period outlined in this document, all CHRI and related information is shredded on site by a company that come to our location. Authorized personnel witness the shredding of the CHRI.~~

Applicant procedures for challenging or correcting their record Boards will Select One Option:

All applicants are given the opportunity to challenge or complete their record before a final determination is made.

OPTION 1: Applicants wishing to challenge their record are given a copy of the background report.

OR

* **OPTION 2:** Applicants wishing to challenge their record are advised how to obtain a copy of their background report.

The applicant is then given 10 days to contact the state or agency in which the record was created to make corrections. After the allotted time, the applicant must then provide the School District with a copy of the corrected background report provided by and notarized by the State Identification Bureau. The fee associated for a copy of the

state record provided by the State Identification Bureau will be the responsibility of the applicant.

Policy and procedures for misuse of CHRI

Nicole Simonsen The School District does not allow dissemination of CHRI to persons or agencies that are not directly involved in the hiring and determination process. If CHRI is disseminated outside of the authorized receiving department, ~~agency~~ (LASO) will report this to CRISS immediately and provide CRISS with an incident response form. The incident response form will include the nature of the incident, any internal reprimands that may have resulted from the incident, as well as our agencies plan to ensure that this incident does not get repeated.

Training Procedure

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

Current

Policy 5321: Sick Leave

Status: ADOPTED

Original Adopted Date: 02/01/2021 | **Last Revised Date:** 05/02/2022 | **Last Reviewed Date:** 05/02/2022

Leaves of Absence

Sick and Bereavement Leave

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

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

- A physical or mental illness, injury, or disability;
- Maternity or pregnancy-related disability or treatment, including prenatal care, birth, or medical care for the employee or the employee's child;
- Parental leave for a permanent employee as provided in § 2-18-606, MCA;
- Quarantine resulting from exposure to a contagious disease;
- Examination or treatment by a licensed health care provider;
- Short-term attendance, in an agency's discretion, to care for a person (who is not the employee or a member of the employee's immediate family) until other care can reasonably be obtained;
- Necessary care for a spouse, child or parent with a serious health condition, as defined in the Family and Medical Leave Act of 1993; or
- Death or funeral attendance of an immediate family member or, at an agency's discretion, another person.

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

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

Immediate family is defined as an employee's spouse and any member of the employee's

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

Personal and Emergency Leave

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

Civic Duty Leave

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

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

recommended

Policy 5321: Sick Leave

Status: ADOPTED

Original Adopted Date: 09/09/2022 | Last Revised Date: 05/19/2026 | Last Reviewed Date: 05/19/2026

Sick and Bereavement Leave

Classified employees, Business Managers/District Clerks, and Superintendents will be granted sick leave benefits in accordance with § 2-18-618, MCA.

"Sick leave" means a leave of absence with pay for:

- (a) a sickness suffered by an employee or a member of the employee's immediate family; or
- (b) the time that an employee is unable to perform job duties because of:
 - a physical or mental illness, injury, or disability;
 - maternity or pregnancy-related disability or treatment, including prenatal care, birth, or medical care for the employee or the employee's child;
 - quarantine resulting from exposure to a contagious disease;
 - examination or treatment by a licensed health care provider;
 - short-term attendance, in the District's discretion, to care for a relative or household member who is not a member of the employee's immediate family until other care can reasonably be obtained;
 - necessary care for a spouse, child, or parent with a serious health condition, as defined in the Family and Medical Leave Act of 1993; or
 - death or funeral attendance of an immediate family member or, at the District's discretion, another person.

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

Leave will be granted in 15 minute increments.

current

Policy 5322: Military Leave

Status: ADOPTED

Original Adopted Date: 02/01/2021 | **Last Reviewed Date:** 02/01/2021

Military Leave

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

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

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

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

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

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

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

recommended

Policy 5322: Military Leave

Status: ADOPTED

Original Adopted Date: 09/09/2022 | Last Revised Date: 05/19/2026 | Last Reviewed Date: 05/19/2026

Pursuant to the Uniformed Services Employment and Reemployment Rights Act (USERRA) and the Montana Military Service Employment Rights, the Superintendent shall grant military leave to employees for voluntary or involuntary service in the uniformed services of the United States, upon receipt of the required notice.

Military Leave

A District employee who is a member of the national guard of Montana or any other state or who is a member of the organized or unorganized reserve corps or military forces of the United States and who has been an employee for a period of at least 6 months must be given leave of absence with pay at a rate of 120 hours in a calendar year or academic year if applicable, for performing military service. The full 120 hours of leave must be credited in full to an employee after 6 months of employment and in each successive calendar year, or academic year if applicable.

Military leave may not be charged against the employee's annual vacation time. Unused military leave must be carried over to the next calendar year, or academic year if applicable, but may not exceed a total of 240 hours in any calendar or academic year.

Right to Return to Work

After a leave of absence for state military duty, an employee is entitled to return to employment with the same seniority, status, pay, health insurance, pension, and other benefits as the employee would have accrued had the employee not been absent for state military duty. If an employee was in probationary status when ordered to state military duty, the District may require the employee to resume the probationary period upon returning to employment with the District.

Benefits shall be maintained for these employees as required by law and/or collective bargaining agreements. A service member who returns to the District for work following a period of active duty must be reinstated to the same or similar position and at the same rate of pay unless otherwise provided by law.

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

Nondiscrimination

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

Requests for Leave

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

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

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

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

Policy 5323: Personal and Emergency Leave

Status: DRAFT

Original Adopted Date: Pending

Personal and Emergency Leave

Upon recommendation of the Superintendent, and in accordance with District policy and any applicable collective bargaining agreement, employees may be granted personal or emergency leave at the discretion of the Board of Trustees and/or its designees pursuant to the following conditions:

1. Leave will be without pay unless otherwise stated. If leave is to include expenses payable by the District, leave approval will so state.
 2. Leave will be granted in units of 15 minute increments.
 3. Notice of at least one (1) week is required for any personal leave of less than one (1) week; notice of one (1) month is required for any personal leave exceeding one (1) week when feasible.
 4. The Board hereby delegates to the Superintendent the authority, in unusual or exceptional circumstances, to grant immediate personal or emergency leave to employees who have exhausted or are not covered by sick leave or vacation pending Board approval of personal or emergency leave.
-

Policy 5324: Civic Duty Leave

Status: ADOPTED

Original Adopted Date: 05/19/2026 | **Last Reviewed Date:** 05/19/2026

Jury Duty

When an employee is summoned for jury duty, the Superintendent may request that the Court excuse the employee from jury duty if the employee's presence at work is necessary for the proper operation of the District. If the employee is not excused or no request is made to excuse the employee, a leave of absence for jury duty will be granted. The employee may elect to receive regular salary or to take annual leave during jury time. An employee who elects not to take annual leave, however, must remit to the District all juror and witness fees and allowances (except for expenses and mileage).

Witness Subpoena

When an employee is subpoenaed to serve as a witness, the employee may elect to receive regular salary while serving as a witness, or take annual leave. An employee who elects not to take annual leave, however, must remit to the District all witness fees and allowances (except for expenses and mileage).

Public Office

If an employee is elected or appointed to a city, county, or state public office, the District shall grant to the employee a leave of absence while the employee is performing public service, not to exceed 180 days per year. An employee granted a leave of absence shall make arrangements to return to work within 10 days following completion of the service for which the leave was granted. If the District employs 10 or more persons, the employee will be restored to their position with the same seniority, status, compensation, hours, locality, and benefits as existed immediately prior to the leave of absence.

During the leave of absence, the employee cannot be required to perform work or to use leave or benefits without the consent of the employee. If the District provides health care benefits to the employee, the District shall continue offering the employee health care benefits with the same covered benefits and covered persons during the leave of absence.

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

MEETING DATE: 7-21-2026

AGENDA ITEM #: 16

AGENDA TITLE: 2026-2027 Extra-Curricular Recommendations

SUMMARY: The recommendations for extra-curricular positions are attached. Most positions for the 2026-2027 school year have been filled, with the exception of the 6th grade class advisor. Presented for your approval are the following:

Junior Class Advisor: Tiffany Nielsen

FFA Advisor with Concessions: Kody Featherston

Assistant Speech & Drama: Robert Kjelshus

Assistant HS Girls Basketball: Kody Featherston

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Petersen					
Newbill					
L. Steppler					
Fox					
V. Steppler					

Mission

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

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

MEETING DATE: 7-21-2026

AGENDA ITEM #: 17

AGENDA TITLE: 2026-2027 Bus Routes

SUMMARY: After 2 transportation committee meetings, review from the Richland County director of public works, and individual meetings with our route contractors there are 5 routes being presented for board approval (maps on the next page). I will have the change in miles for 4 of the 5 routes at the board meeting on Tuesday.

Once they receive your board approval, the final stop for approval will be the Roosevelt County transportation committee meeting as well as the Richland County transportation committee meeting.

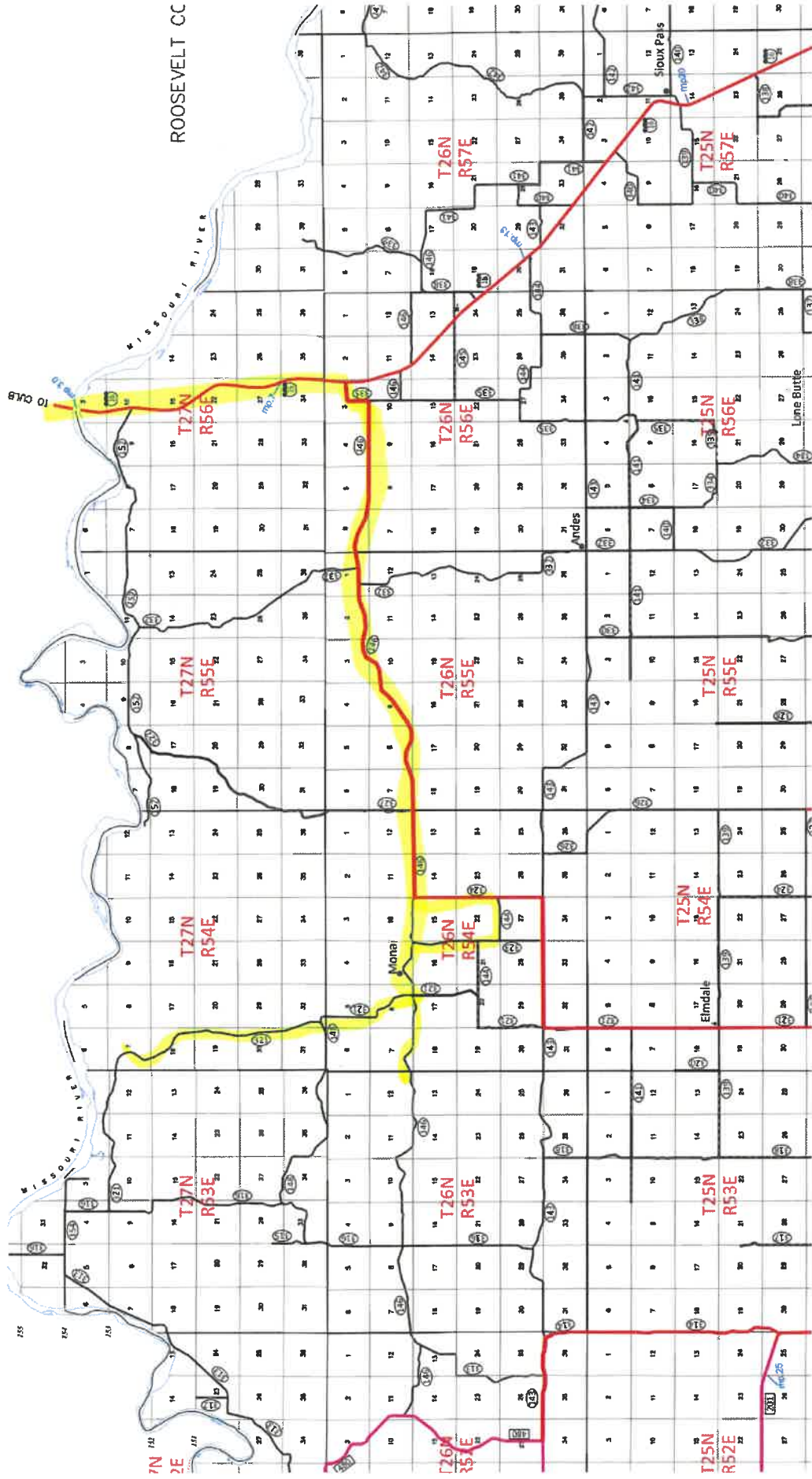
BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Petersen					
Newbill					
L. Steppler					
Fox					
V. Steppler					

Mission

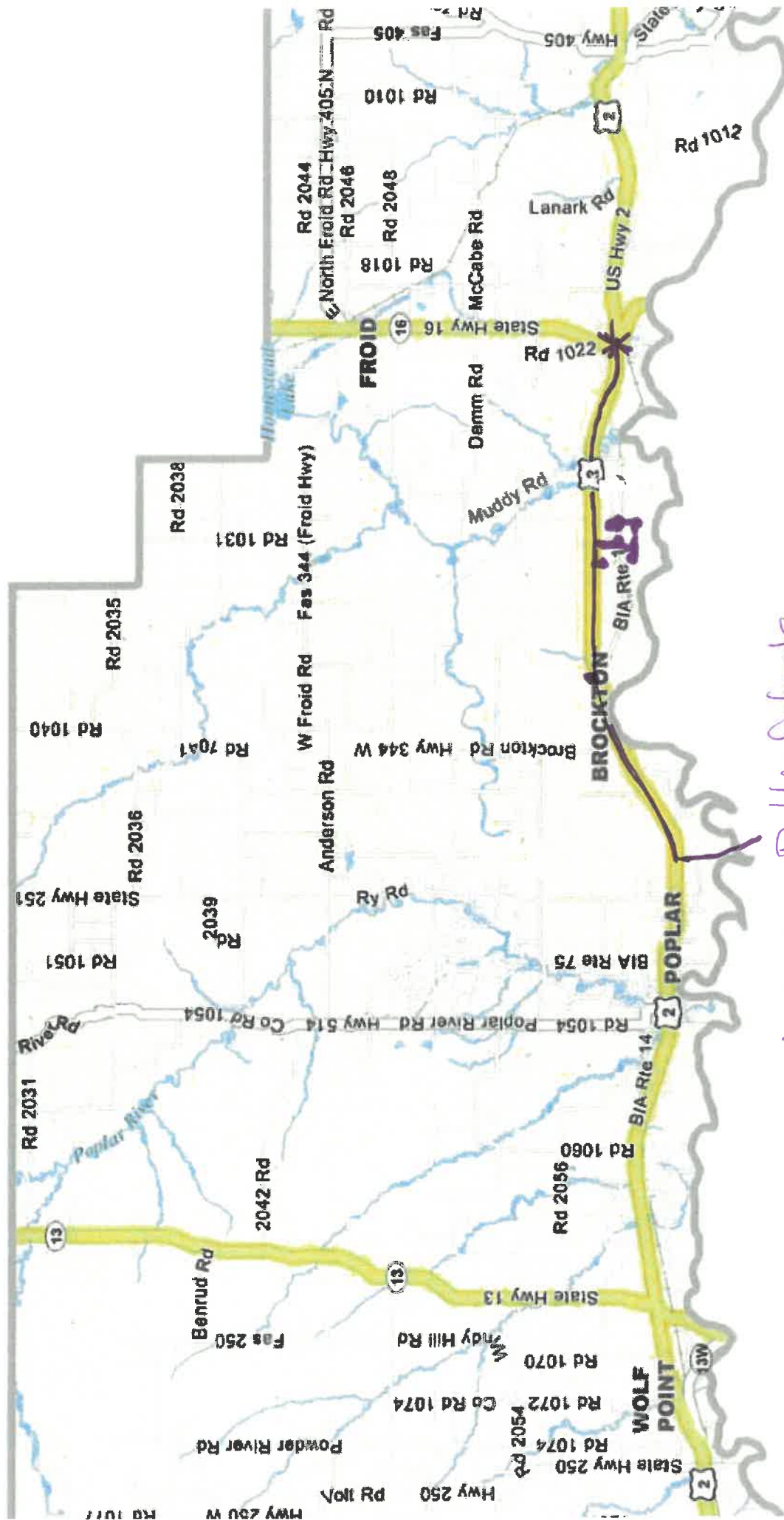
Culbertson Public Schools are committed to providing opportunities for students in a safe and productive environment, to achieve their personal best, become responsible and productive citizens, and embrace lifelong learning in an ever-changing world.

2026-
2027



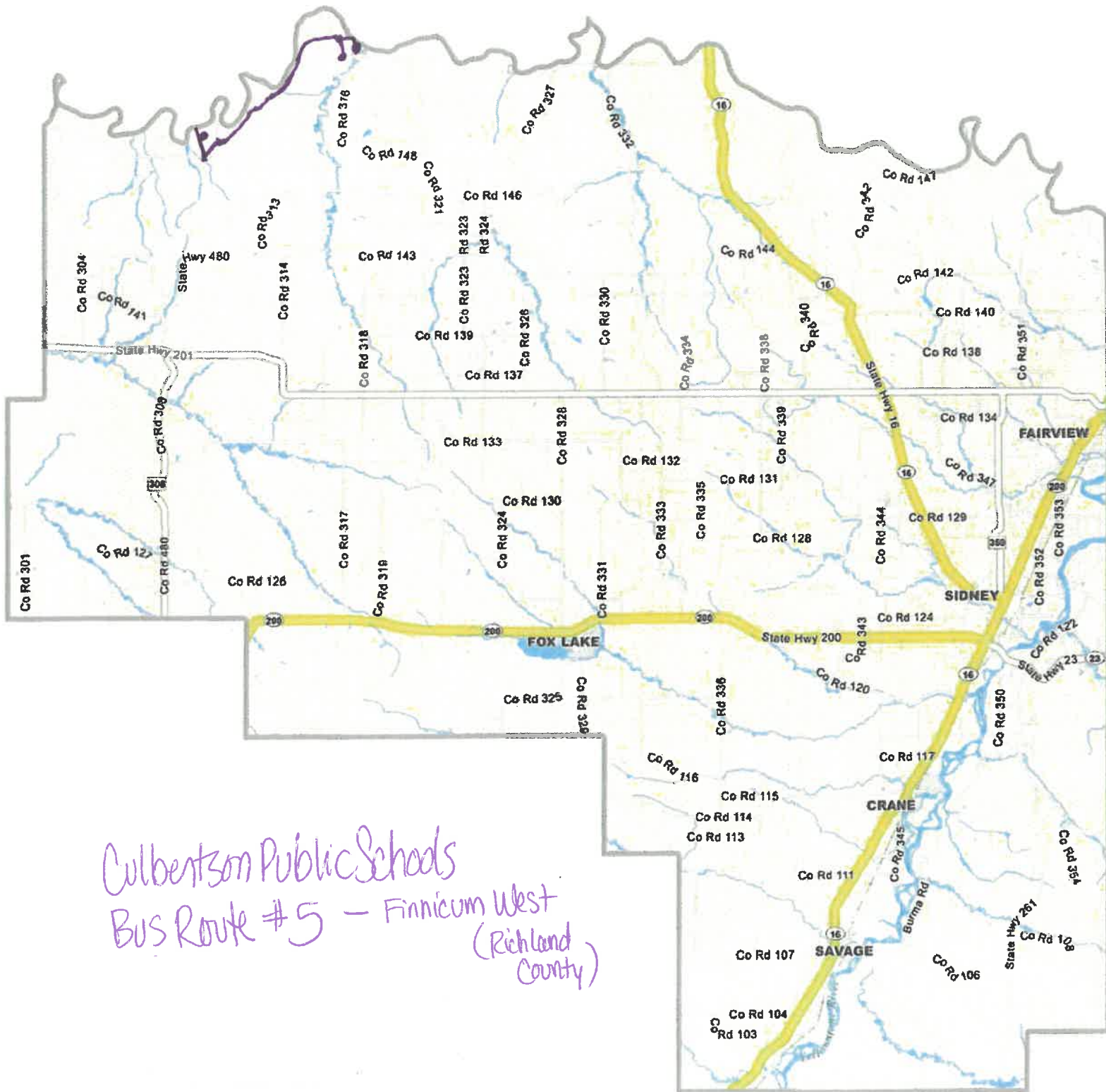
Culbertson Public Schools
Bus Route #41 - Finnicum
South

2026-
2027



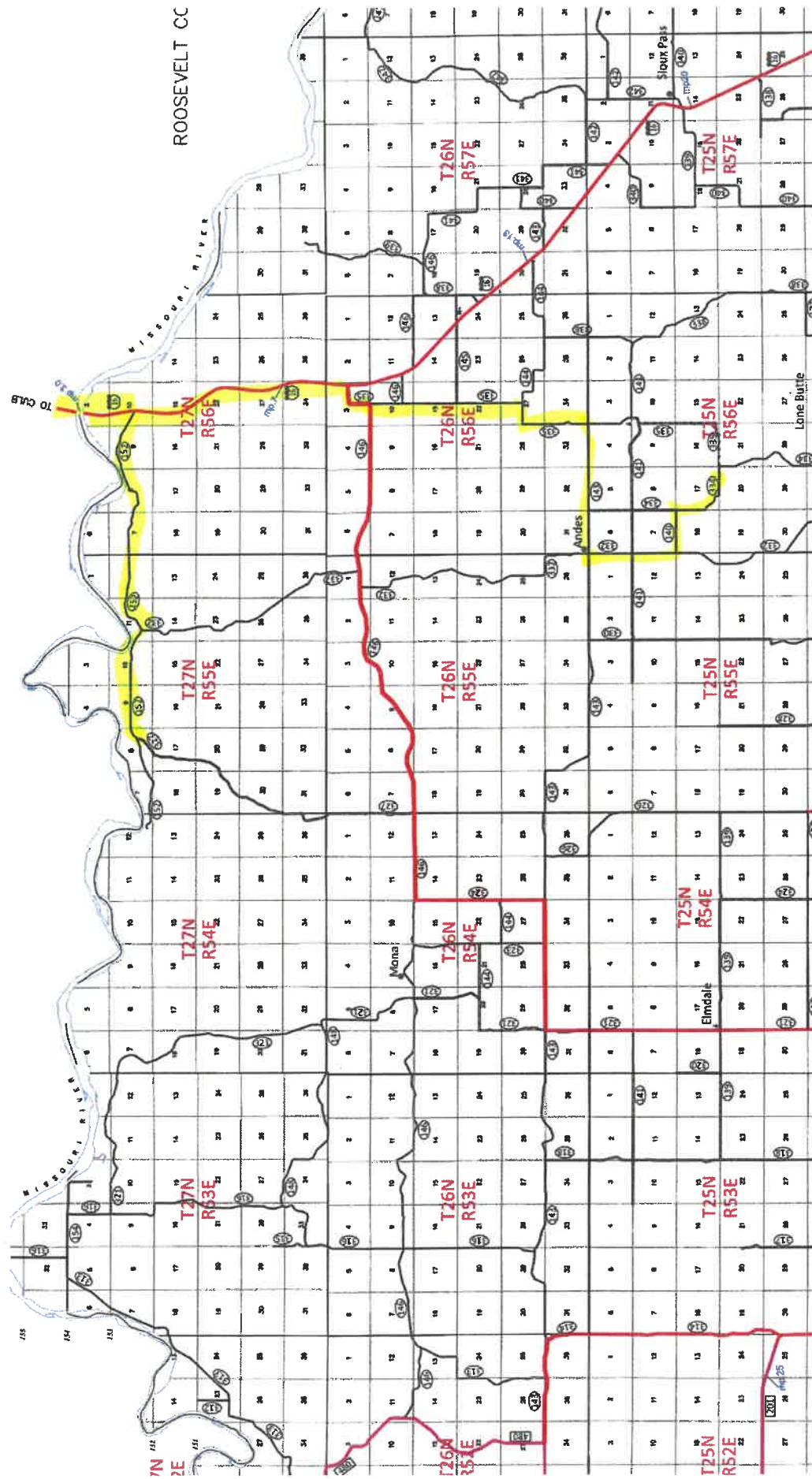
Culbertson Public Schools
Bus Route #5 - Finicum West

2026-
2027



Culbertson Public Schools
Bus Route #5 - Finnicum West
(Richland County)

2026-
2027



Culbertson Public Schools
Route #6 — Hekel South

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

MEETING DATE: 7-21-2026

AGENDA ITEM #: 18

AGENDA TITLE: 2026-2027 Guest Teacher List

SUMMARY: The guest teacher list for 2026-2027 school year is presented for your review and approval.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Petersen					
Newbill					
L. Steppler					
Fox					
V. Steppler					

Mission

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

Culbertson School

Guest Teachers

Certified Teachers

Angela Miller	406-478-1124	
Leanne Knapp	406-787-7130	Elementary Only
Evelyn Carlisle	406-480-4870	HS only
Sara Martin	406-860-1630	
Jennifer Lambert	406-478-3142	Fridays only
Paula Schledewitz	406-480-9367	
Shirley Marchwick	406-478-3166	Mrs. Nielsen ONLY

Non-Certified Teachers

Sharon Schmitz	406-480-9423	
Kylie Bergum	406-506-8884	Elem, possibly JH, no HS
Rhonda Larsen	701-570-7834	Office only
Kristin Petersen	218-260-6145	
Amy Jones	406-781-0130	Full-Time @ RMC, possible Fridays
Mary Machart	406-787-7834	
Emma Pederson	406-787-7573	Wednesdays and Fridays only
Brittney Pirkle	406-774-4310	HS, JH, & PE
Amanda Sager	701-818-9602	HS, JH, & PE
Mathew Ellerton	406-485-5239	Tuesdays & Thursdays
Destiny Thompson	406-478-2159	Only during college breaks
Josie Simonsen	406-774-4574	Only during college breaks
Eddie Morris	406-480-5871	Fridays only
April Deen	406-480-9855	Likes Mrs. Nickoloff's class
Beverly Raaum	406-787-5794	BAND only
Marci Ellingson	701-720-3362	

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

MEETING DATE: 7-21-2026

AGENDA ITEM #: 19

AGENDA TITLE: 2026-2027 Activity Bus Drivers

SUMMARY: The following are activity bus drivers for your review and approval:
David Solem, Cassidy Obergfell, Kevin Becker, Shawn Sansaver,
Robert Kjelshus, Duane Larsen, & Mike Olson.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Petersen					
Newbill					
L. Steppler					
Fox					
V. Steppler					

Mission

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

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

MEETING DATE: 7-21-2026

AGENDA ITEM #: 20

AGENDA TITLE: 2026-2027 Bus Monitors

SUMMARY: I recommend the following bus monitors for the 2026-2027 school year: Diane Hampton, Joy Johnson, LaVonne Scotson, and Matthew Ellerton.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Petersen					
Newbill					
L. Steppler					
Fox					
V. Steppler					

Mission

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

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

MEETING DATE: 7-21-2026

AGENDA ITEM #: 21

AGENDA TITLE: Resignations

SUMMARY: The following 2 resignations need board approval:

Patrick Kjelskus = Full-time Custodian & Assistant Speech & Drama Coach

Brianna Evenson = Full-time Paraprofessional

Their letters are attached.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Petersen					
Newbill					
L. Stepler					
Fox					
V. Stepler					

Mission

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



Resignation

message

Patrick Kjelshus <pckjelshus@gmail.com>
to: Nicole Simonsen <simonsenn@culbertson.k12.mt.us>

Wed, Jul 1, 2026 at 10:11 AM

Good morning Nicole,
I have accepted a job with another company. I will need to resign from my positions of janitor and assistant speech and drama coach.
My last day will be July 16th.
Patrick Kjelshus

Resignation

message

Brianna Evenson <evensonb@culbertson.k12.mt.us>

Fri, Jul 10, 2026 at 1:14 PM

To: Janessa Parenteau <parenteauj@culbertson.k12.mt.us>, Nicole Simonsen <simonsenn@culbertson.k12.mt.us>

Dear Nicole and Janessa,

Please accept this letter as my formal resignation from my position as a paraprofessional, effective immediately.

This was not an easy decision by to make, and frankly came as a bit of a surprise. Upon visiting my mother-in-law, some urgent family matters have come to light since my father in laws passing in October that we couldn't have anticipated. After a great deal of thought and consideration, it has been decided my family needs me here at this time, and because of that I will not be returning for this upcoming school year.

I want you to know how truly grateful I am for the opportunity to be apart of the school. Working alongside such an awesome staff and getting to know the students has been one of the most rewarding experiences I've had. I will genuinely miss seeing the kids each day and being a part of such a wonderful team.

I also want to thank you for the flexibility and understanding you showed me throughout my time here. It meant more than you know, and it made it possible for me to balance both my work and my family. I will always appreciate the kindness and support I received.

Although I am sad to be leaving, I know this is the right decision for my family. Thank you again for trusting me with the opportunity to work with your students. I will always appreciate the opportunity and cherish the memories I've made, as well as everything I've learned.

Wishing everyone an awesome school year ahead.

Sincerely,

Brianna Evenson

PRIVILEGED AND CONFIDENTIAL INFORMATION:

The information contained in this electronic transmission, and any documents attached hereto, may contain information that is legally privileged and confidential. The information is intended only for the use of the recipient(s) named above. If you have received this electronic message in error, please notify the sender and delete the electronic message. Any disclosure, copying, distribution or the taking of any action in reliance on the contents of the information received in error is strictly prohibited.

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

MEETING DATE: 7-21-2026

AGENDA ITEM #: 22

AGENDA TITLE: 2026-2027 Mentor

SUMMARY: There is only one mentor match for the upcoming school year:

Wendy Nickoloff = for Heather Harrison

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Petersen					
Newbill					
L. Steppler					
Fox					
V. Steppler					

Mission

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

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

MEETING DATE: 7-21-2026

AGENDA ITEM #: 23

AGENDA TITLE: Activities Director Contract

SUMMARY: We need formal board action to renew Dave Solem's contract for Activities Director for the 2026-2027 school year.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Petersen					
Newbill					
L. Steppler					
Fox					
V. Steppler					

Mission

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

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

MEETING DATE: 7-21-2026

AGENDA ITEM #: 24

AGENDA TITLE: Out of District Attendance Agreements

SUMMARY: I inadvertently missed applications 76, 77, and 78 at our June board meeting. These are applications of 2 returning elementary students a student beginning school that had an older sibling attend our school. I recommend all 3 for board approval.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Petersen					
Newbill					
L. Steppler					
Fox					
V. Steppler					

Mission

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

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

MEETING DATE: 7-21-2026

AGENDA ITEM #: 25

AGENDA TITLE: 2026-2027 Class Schedule

SUMMARY: The attached schedule is final pending no staffing changes.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Petersen					
Newbill					
L. Steppler					
Fox					
V. Steppler					

Mission

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

No Art

Semester 1		1st Period	2nd Period	3rd Period	4th Period	5th Period	6th Period	7th Period
Ator								
Berwick	SpED	7B English	SpED	7A English	Prep	6B English	SpED	6A English
T. Nielsen		7A Science		8B English	6B Science	8B Science		6B Science
Wills		8A History		6B History	8B History	7B History		7A History
Morris		8B PreAlgebra		6A Math	8A Math	7A Math		7B Math
Taberna								
New		6th Band	Prep	HS Inst. Elec.	HS Band	K-2 Instrumental	3-5 Band	JH Band
B. Nielsen					Prep	K-2 Art	Elem 3-5	
Pfeifer	Prep	6th non band	HS PE IV (14 Sem & 2B St)	9 Health & PE	7 PE	Elem K-2	Elem 3-5	10 Health & PE
Corpron		CDE Class 3-4 FFA	HS Music Elec.	Prep	HS Choir	Elem K-2	Elem 3-5	JH Choir
C. Olson			8BA Ag *Sem Switch	7 Ag BA *Sem Switch	HS Ag	6 Ag A S1	Prep	Agricultural Tech
Apple		Accounting	Elem Collaboration	Elem Collaboration	JH Collaboration	K-2 Lib	Elem 3-5	Prep
Manning		Culinary Arts 9	8 Key Sem Switch	7 Key AB *Sem Switch	Prep	6 Key B S1	Computer Apps I 9	Personal Finance
Newbill			Adulting 101	Adulting 101	Child Development	Culinary Arts 10A	8A Life Skills/Cul	Prep
Solem		Cold War					German	
Mogga		Algebra II (3)	US History 11	World History 10A	Prep	Government 12	World History 10B	AD
Panasuk		English 12	Algebra I 9B 10A	Geometry 11	Prep	Geometry 10B	Calculus 12	(Pre) Algebra 9A
Strandley		Biology 10A	English 9A	English 10B	Prep	English 11	English 10A	English 9B
			Biology 10B	Physics 12	Prep	Earth Science 9	Forensics (9-12)	Chemistry (11-12)
Forbregd		Counseling	Prep	Counseling	Counseling	Counseling	Counseling	6th Study Skills
Gustafson		Title	Title	JH Title	Title	Prep	8B Title	6th Title

No Art

1st Period 2nd Period 3rd Period 4th Period 5th Period 6th Period 7th Period

Semester 2

Ator	SpED	SpED	Prep	SpED	SpED	SpED	SpED
Berwick	6A English	7A English	6B English	7B English	8A English	9B English	SpED
T. Nielsen	6B Science	7B Science	6A Science	7A Science	8B Science	8A Science	Prep
Wills	7A History	8A History	8B History	6B History	7B History	6A History	Prep
Morris	7B Math	8B PreAlgebra	8A Math	6A Math	7A Math	6B Math	Prep
Taberna	HS Inst. Elec	HS Inst. Elec	Prep	HS Band	K-2 Instrumental	3-5 Band	JH Band
No Art							
B. Nielsen	Prep	6th PE	9 Health & PE	8th PE	Elem K-2	Elem 3-5	10 Health & PE
Pfeifer	HS Music Elec	Prep	HS Music Elec	HS Choir	Elem K-2	Elem 3-5	JH Choir
Corpron	8BA Ag *Sem Switch	7 Ag BA *Sem Switch	Agricultural Tech	HS Ag	6 Ag A S1	CDE Class 9A	Prep
C. Olson	Elem Collaboration	Elem Collaboration	HS Collaboration	JH Collaboration	K-2 Lib	Elem 3-5	Prep
Apple	8 Keyboarding	7 Key AB *Sem Switch	Personal Finance	Personal Finance	6 Key B S1	Computer apps II 9B	Computer apps II 9A
Manning	Child Development	Culinary Arts 10A	Adulting 101	Culinary Arts 10B	Culinary Arts 10B	Prep	Adulting 101
Newbill						German	
Solem	Government 12	World History 10B	Cold War	Prep	US History 11	World History 10A	AD
Mogga	Geometry (10B&11)	Algebra I 9A	Algebra II (3)	Prep	Algebra I 10A	Calculus 12	(Pre) Algebra 9B
Panasuk	English 10A	English 9B	English 12	Prep	English 9A	English 10B	English 11
Standley	Earth Science 9	Biology 10A	Biology 10B	Prep	Physics 12	Chemistry (11-12)	Enviro Science (9-12)
Forbregd	Counseling	Prep	Counseling	Counseling	Counseling	Counseling	Counseling
Gustafson	Title	Title	Prep	Title	Title	Title	JH Title

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

MEETING DATE: 7-21-2026

AGENDA ITEM #: 26

AGENDA TITLE: Activity Participation Fees

SUMMARY: As you have seen in the financial reports, our activities fund is running very low if not in the red. Last year we slightly adjusted the ticket prices and activity pass prices, but it was not enough to balance out the increase in expenses.

Mr. Solem has compiled some information from area schools on their activity fees. That information is attached here along with some other considerations. Mr. Solem will be present at the meeting to discuss this issue.

I would recommend we do a minimum activity participation fee of \$50 per student in grades 5-12 that participate in any activities.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Petersen					
Newbill					
L. Steppler					
Fox					
V. Steppler					

Mission

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

Activity Participation Fees: These are the schools I received info from

Broadus	5-12	\$25
Plentywood	5-12	\$100
Fairview	5-12	\$55
Bainville	7-12	\$40 each sport, \$100 max, \$100 per family
		No fee for free and reduced lunch

Ideas and Considerations?:

Activities that generate revenue vs those that do not

Equipment needs and cost across activities

Flat fee for all activities?

Fee based on specific activity based on revenue generation and equipment cost?

Date	Sport	Opponent	Gate Sales MHSA Ref's	Student Ref's & Game Wrkrs	Gate Wrkrs	Hspdl. Ref Rm	Misc	Pass Inc.	Total	Notes
8/30/2025	VB	CHS Invite	\$560.00	-\$42.20	-\$63.30	-\$82.54	\$500.00	\$345.00	\$436.96	Misc - School invite fees
Thur 9/4	VB	R/L	\$1,107.00	-\$172.50	-\$47.48			\$345.00	\$877.02	
Fri 9/5	FB	Forsyth	\$987.00	-\$121.34	-\$47.48		-\$333.00	\$345.00	\$173.82	Misc - Porta Potty Exp.
Tue 9/9	VB	Fairview	\$308.00	-\$135.57	-\$39.56	-\$31.92		\$345.00	\$210.95	
Thur 9/11	VB	Froid/Lake	\$586.00	-\$127.65	-\$39.56	-\$25.00		\$345.00	\$383.79	
Fri 9/12	FB	Poplar	\$1,379.10	-\$105.51	-\$50.11	-\$33.00	-\$333.00	\$345.00	\$461.13	Misc -Porta Potty Exp
Thur 9/18	VB	Mondak	\$665.00	-\$135.57	\$0.00	-\$10.00		\$345.00	\$509.43	Gate Wrk - Trade for Pass
Sat 9/20	VB	Lustre	\$491.00	-\$135.57	\$0.00	-\$13.00		\$345.00	\$332.43	Gate Wrk - Trade for Pass
Thur 10/2	VB	Savage	\$472.00	-\$159.30	\$0.00	-\$13.00		\$345.00	\$289.70	Gate Wrk - Trade for Pass
Fri 10/3	FB	Ekalaka	\$822.00	-\$134.52	-\$47.48	-\$25.00	-\$333.00	\$345.00	-\$128.32	Misc -Porta Potty Exp
Sat 10/4	VB	JH Invite Tourn	\$0.00	-\$105.50	\$0.00	-\$119.00	\$400.00	\$0.00	-\$384.50	No gate for this event
Sat 10/11	FB	Scobey	\$1,352.00	-\$52.76	\$0.00	-\$25.00	-\$333.00	\$345.00	\$828.52	Gate Wrk - Trade for Pass & Misc - Porta Potty Exp
Thur 10/16	VB	Brockton	\$174.00	\$0.00	-\$31.65	-\$13.00		\$345.00	\$119.35	
Thur 10/23	VB	Bainville	\$871.00	\$0.00	-\$36.93	-\$11.00		\$345.00	\$813.07	
JH BB Season		Referee Exps.	\$0.00	-\$692.35		-\$13.96		\$0.00	-\$2,221.75	
Misc. Income		Playon Sports - Game Viewing							\$401.52	
Supplies		Red Rock Sporting Goods							-\$4,128.40	FB /VB - Helmets - Wrap - Scorebooks - Decals - New balls - VB nets - etc
									-\$1,025.28	
Date	Sport	Opponent	Gate Sales MHSA Ref's	Student Ref's & Game Wrkrs	Gate Wrkrs	Hospitality Ref Rm	Addl. Exp	Pass Inc.	Total	Notes
12/20/25	BB	R/L	\$764.00	-\$108.50	\$0.00	-\$14.50	\$0.00	\$373.56	\$314.84	1 season pass sold 1/26
1/2/26	BB	Froid/ Lake	\$1,185.00	-\$54.25		-\$35.50		\$373.56	\$766.49	Adjusted BB only
1/3/26	BB	Fairview	\$1,008.00	-\$54.25		-\$59.33		\$373.56	\$284.38	
1/9/26	BB	Mondak	\$912.00	-\$130.20	-\$63.30	-\$44.00		\$373.56	\$129.06	
1/17	BB	Elementary Games	\$0.00	-\$284.23		-\$54.00		\$0.00	-\$821.87	
1/23/26	BB	Savage	\$641.00	-\$97.66		-\$37.09		\$373.56	\$5.61	
2/5/26	BB	Brockton	\$1,168.00	-\$103.08		-\$96.42		\$373.56	\$436.74	
2/7/26	BB	Elementary Games	\$0.00	-\$224.55					-\$463.03	
2/13/26	BB	Bainville	\$1,430.00	-\$130.20		-\$50.00		\$373.56	\$627.92	
Misc. Income		Playon Sports - Game Viewing							\$715.15	
									\$1,995.29	Total Income from S.Passes - \$6,900 J. by 20 games = \$345.00
There are additional expenses & income not included in this sheet - The final profit/loss # will be carried over to next sheet for end of year total										

Volleyball & Football Season	Ending Profit or Loss	Loss	
Basketball Season	Ending Profit or Loss	Profit	
Additional Expenses Not Included on Game Sheet			
Coaches Clinic - BB		Expense	\$252.00
Credit Card Charges - July		Expense	\$1,135.00
Credit Card Charges - Aug		Expense	\$1,224.00
Credit Card Charges - Sept		Expense	\$1,158.75
MIAAA Dues		Expense	\$25.00
Class C - AD Dues		Expense	\$150.00
Cross Country Entry Fees	Entire Season	Expense	\$518.00
Credit Card Charges - Oct		Expense	\$390.72
Credit Card Charges - Nov		Expense	\$64.70
Coaching Class Reimb.		Expense	\$35.00
Credit Card Charges - Dec		Expense	\$300.15
Award - Engraving		Expense	\$106.00
Credit Card Charges - Feb		Expense	\$104.69
Coaching Clinic - FB		Expense	\$150.00
Flowers for Senior Night		Expense	\$70.00
Credit Card Charges - April		Expense	\$345.71
Track Entry Fees	Entire Season	Expense	\$965.00
Field Chalk		Expense	\$447.72
Credit Card Charges - May		Expense	\$896.92
Track Supplies		Expense	\$789.96
			\$9,130.32

Additional Income Not Included on Game Sheet

Belt - FB Playoff Expense Pymt			\$895.52	District
Mile City Tourism Pymt	Not rec'd every yr		\$626.00	
MISA - Tourney Exp. Rem			\$795.10	District
Playon Sports	Viewing Pymt		\$715.15	
BSN Sports	Viewing Pymt		\$6.00	
Sidney High School	BB Post Season Profit		\$2,245.34	District
Playon Sports	Viewing Pymt		\$709.04	
MISA - Profit Sharing Viewing			\$914.56	
Practice & Lost Jersey Sales			\$195.00	
VB Tourney			\$414.68	District
			\$7,516.39	

Ending Balance \$1,490.90

As of 6/8/26

The items high lighted in purple are actual funds owed to the District but Lora let Athletics keep them

Our starting balance can range from \$600.00 to \$5,400.00 This is the lowest to highest I have ever seen it during my time with the school

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

MEETING DATE: 7-21-2026

AGENDA ITEM #: 27

AGENDA TITLE: Jersey Rotation Schedule

SUMMARY: Attached you will find a proposed jersey rotation schedule. This schedule will assist with financial planning to help us avoid a summer where 2 sports need new jerseys. Mr. Solem can give more history on this issue at the meeting.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Petersen					
Newbill					
L. Steppler					
Fox					
V. Steppler					

Mission

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

Culbertson Uniform History and Use.

Sport	First season	# of seasons used	Present Plans/Condition	Replace?
HS Football:	2024-2025	2	Good Condition	2028
HS XC/Track	2020-2021	6	Need replacement	2026
HS Volleyball	2023-2024	3	Good Condition	2029
HS varsity basketball: Boys and Girls	2022-2023	4	Good Condition	2027
HS JV boys basketball	2022-2023	4	Good Condition	Pass down varsity
HS JV girls basketball	2016-2017	10	Need replacement	Pass down varsity
JH Football	2004-2005	23	Wearing Out	
JH Volleyball	2022-2023	4	Good condition	
JH Track	2023-2024	3	Good Condition	
ELE Track	2023-2024	3	Good Condition	
ELE/JH Basketball	2022-2023	4	Good Condition	

Replacement Recommendations

- HS Football: Every 4 seasons,
- HS Volleyball: Every 5 seasons
- HS Basketball: Every 5 seasons
- HS Track/Cross Country: Every 5 seasons
- ELE/JH Uniforms as needed or

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

MEETING DATE: 7-21-2026

AGENDA ITEM #: 28

AGENDA TITLE: Approve Donations to Sick Bank

SUMMARY: We need board approval to accept the 10.17 days of sick leave donated by staff for the sick bank.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Petersen					
Newbill					
L. Steppler					
Fox					
V. Steppler					

Mission

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

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

MEETING DATE: 7-21-2026

AGENDA ITEM #: 29

AGENDA TITLE: Approve Contract for Testing Services

SUMMARY: The contract to continue using Sealey and Associates for their testing services for our route bus drivers needs board approval. The contract is attached for your review.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Petersen					
Newbill					
L. Steppler					
Fox					
V. Steppler					

Mission

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

**Sealey and Associates DBA
Lane and Associates
412 8th Ave West
Roundup, MT 59072**

AGREEMENT FOR DRUG AND ALCOHOL TESTING AND SERVICES

This agreement is made between Lane and Associates, hereafter referred to as "Agency" and the below named client. The "Client" desires to have the agency, through its affiliations with a NIDA/SAMHSA certified laboratory, provided drug and alcohol testing services to the client and its employees who are subject to being tested. This shall be done within the scope of the client's Drug and Alcohol Policy and The Department of Transportation's Rules 49 CFR Part 40 and 49 CFR Part 655 FTA. Additionally, the agency shall be responsible for receiving and disbursing test results from the Medical Review Officer to the client's assigned representatives.

The client shall pay the agency for services performed under this agreement within 30 days from the date of the first invoice.

The client agrees to indemnify, defend and hold the Agency, their directors, officers, agents, and employees harmless from any loss, costs, and or expense (including court costs and attorney fees) arising out of or resulting from any action taken by the client, or their employee, in connection with the tests, or test results, received from the Agency or it's affiliated laboratories.

The initial term of this agreement shall be one year, beginning on July 1, in the year signed and continue on a physical year basis until terminated by either party within a 30-day written notice. Said notice shall be sent by registered mail.

This agreement shall not be assignable by either party without written consent of the other, except in connection with a corporate reorganization, merger, or sale of the corporation.

This agreement shall be governed by and construed under laws of the State of Montana. Agency reserves the right to have any legal dispute concerning this contract heard in Musselshell County Montana.

Clients Authorized Signature

Date

Client's Business Name

Date

Mailing Address

Phone Number

Email Address

UPS Shipping Address

DER – Contact Person

Phone Number

LANE AND ASSOCIATES*Drug and Alcohol Testing*

412 8th Ave West

Roundup, MT 59072

Phone (406) 749-3982

INVOICE**INVOICE NO: 0026****DATE: June 24, 2026**

Due: July 30, 2026

Culbertson Public Schools

P.O. Box 459

Culbertson, MT 59218

QUANTITY	DRUG TEST DESCRIPTION	UNIT PRICE	AMOUNT
1	Year's Consortium Fee		\$225.00
SUBTOTAL			\$225.00
TOTAL DUE			\$225.00

Make all checks payable to: Lane and Associates

If you have any questions concerning this invoice, call:

THANK YOU FOR YOUR BUSINESS!

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

MEETING DATE: 7-21-2026

AGENDA ITEM #: 30

AGENDA TITLE: 1st Reading of Policies

SUMMARY: The following policies are being presented for a first reading. They are a result of the 3000 and 4000 series review.

3612-P(1): School-Provided Access to Electronic Information, Services, Equipment, and Networks – This is the most recent recommendation from MTSBA. New language is highlighted in purple at the bottom of page 2 and top of page 3.

-4330-NF(1): Community Use of School Facilities-Gym & Weight Room Use Form – The draft I have attached is specific to our access keys noting use of the old armory, not the gymnasium.

-4340: Public Access to District Records – This is the most recent recommendation from MTSBA for this policy.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Petersen					
Newbill					
L. Steppler					
Fox					
V. Steppler					

Mission

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

Procedure 3612-P(1): School-Provided Access to Electronic Information, Services, Equipment, and Networks

Status: ADOPTED

Original Adopted Date: 11/26/2021 | Last Reviewed Date: 11/26/2024

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

Terms and Conditions

1. **Acceptable Use** – Access to the District's equipment and electronic networks must be: (a) for the purpose of education or research and consistent with the educational objectives of the District; or (b) for legitimate business use.
2. **Privileges** – The use of the District's equipment and electronic networks is a privilege, not a right, and inappropriate use will result in cancellation of those privileges. The system administrator (and/or principal) will make all decisions regarding whether or not a user has violated these procedures and may deny, revoke, or suspend access at any time. That decision is final.
3. **Unacceptable Use** – The user is responsible for his or her actions and activities involving the equipment and network. Some examples of unacceptable uses are:
 - a. Using the equipment and network for any illegal activity, including violation of copyright or other contracts, or transmitting any material in violation of any federal or state law;
 - b. Unauthorized downloading of software, regardless of whether it is copyrighted or devirused;
 - c. Downloading copyrighted material for other than personal use;
 - d. Using the equipment or network for private financial or commercial gain;
 - e. Wastefully using resources, such as file space;
 - f. Hacking or gaining unauthorized access to files, resources, or entities;
 - g. Invading the privacy of individuals, which includes the unauthorized disclosure, dissemination, and use of information of a personal nature about anyone;
 - h. Using another user's account or password;
 - i. Posting material authored or created by another, without his/her consent;
 - j. Posting anonymous messages;
 - k. Using the equipment or network for commercial or private advertising;
 - l. Accessing, submitting, posting, publishing, or displaying any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, harassing, or illegal material; and
 - m. Using the equipment or network while access privileges are suspended or revoked.
4. **Network Etiquette** – The user is expected to abide by the generally accepted rules of network etiquette. These include but are not limited to the following:
 - a. Be polite. Do not become abusive in messages to others.
 - b. Use appropriate language. Do not swear or use vulgarities or any other inappropriate language.
 - c. Do not reveal personal information, including the addresses or telephone numbers, of students or

colleagues.

- d. Recognize that electronic mail (e-mail) is not private. People who operate the system have access to all mail. Messages relating to or in support of illegal activities may be reported to the authorities.
 - e. Do not use the network in any way that would disrupt its use by other users.
 - f. Consider all communications and information accessible via the network to be private property.
5. No Warranties – The District makes no warranties of any kind, whether expressed or implied, for the service it is providing. The District will not be responsible for any damages the user suffers. This includes loss of data resulting from delays, non-deliveries, missed deliveries, or service interruptions caused by its negligence or the user's errors or omissions. Use of any information obtained via the Internet is at the user's own risk. The District specifically denies any responsibility for the accuracy or quality of information obtained through its services.
6. Indemnification – The user agrees to indemnify the District for any losses, costs, or damages, including reasonable attorney fees, incurred by the District, relating to or arising out of any violation of these procedures.
7. Security – Network security is a high priority. If the user can identify a security problem on the Internet, the user must notify the system administrator or building principal. Do not demonstrate the problem to other users. Keep your account and password confidential. Do not use another individual's account without written permission from that individual. Attempts to log on to the Internet as a system administrator will result in cancellation of user privileges. Any user identified as a security risk may be denied access to the network.
8. Vandalism – Vandalism will result in cancellation of privileges, and other disciplinary action. Vandalism is defined as any malicious attempt to harm or destroy equipment, data of another user, the Internet, or any other network. This includes but is not limited to uploading or creation of computer viruses.
9. Telephone Charges – The District assumes no responsibility for any unauthorized charges or fees, including telephone charges, long-distance charges, per-minute surcharges, and/ or equipment or line costs.
10. Copyright Web Publishing Rules – Copyright law and District policy prohibit the republishing of text or graphics found on the Web or on District Websites or file servers, without explicit written permission.
- a. For each republication (on a Website or file server) of a graphic or text file that was produced externally, there must be a notice at the bottom of the page crediting the original producer and noting how and when permission was granted. If possible, the notice should also include the Web address of the original source.
 - b. Students and staff engaged in producing Web pages must provide library media specialists with e-mail or hard copy permissions before the Web pages are published. Printed evidence of the status of "public domain" documents must be provided.
 - c. The absence of a copyright notice may not be interpreted as permission to copy the materials. Only the copyright owner may provide the permission. The manager of the Website displaying the material may not be considered a source of permission.
 - d. The "fair use" rules governing student reports in classrooms are less stringent and permit limited use of graphics and text.
 - e. Student work may only be published if there is written permission from both the parent/guardian and the student.

11. Use of Electronic Mail

a. The District's electronic mail system and its constituent software, hardware, and data files are owned and controlled by the District. The District provides e-mail to aid students in fulfilling their duties and responsibilities and as an education tool.

b. The District reserves the right to access and disclose the contents of any account on its system without prior notice or permission from the account's user. Unauthorized access by any student or staff member to

an electronic mail account is strictly prohibited.

c. Each person should use the same degree of care in drafting an electronic mail message as would be put into a written memorandum, document, or assignment.

d. Electronic messages transmitted via the District's Internet gateway carry with them an identification of the user's Internet domain. This domain name is a registered domain name and identifies the author as being with the District. Users will be held personally responsible for the content of any and all electronic mail messages transmitted to external recipients.

e. Any message received from an unknown sender via the Internet should either be immediately deleted or forwarded to the system administrator.

f. Use of the District's electronic mail system constitutes consent to these regulations.

Internet Safety

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

Notice Form 4330-NF(1): Community Use of School Facilities - Gym and Weight Room Use Form

Original Adopted Date: 05/21/2024 | **Last Reviewed Date:** 05/21/2024

Status: DRAFT

proposed updates

**Culbertson Schools Gymnasium and Weight Room
Community Use Agreement**

The School District believes in the promotion of a healthy lifestyle for our students and community. To support that belief, the School District allows non-students access to the old armory gymnasium and weight room. Access to the old armory gymnasium and weight room can on days and times set by administration as not to conflict with the school day and student activities.

This agreement must be strictly adhered to by the patron or access will be immediately suspended and the access fee will be forfeited. The following conditions and District Policies 4301, 4315, 4332, and 4330P must be adhered to at all times by the patron:

1. No tobacco, alcohol, marijuana, or other illegal substances are allowed in the weight room.
2. Proper attire, including closed-toed shoes, should be worn at all times.
3. All weights, machines, and apparatus can only be used for their intended purpose. Modification of equipment is not allowed.
4. No one under the age of 18 is allowed in the old armory gymnasium and weight room without adult supervision and the purchase of their own access card.
5. Access to the old armory gymnasium and weight room is for an individual. Access cards cannot be used by anyone other than the signers of this agreement. Use or access by unauthorized persons will result in permanent loss of facility use.
6. All equipment must be returned to its proper place after use.
7. Any problems with equipment needs to be reported immediately to the school office.
8. All garbage must be taken out with the patron when they leave.
9. The old armory gymnasium and weight room are being monitored by security cameras. Tampering with door locks, alarms or security cameras will result in permanent loss of facility use.
10. No other portion of the school, the gym, or locker rooms is included with old armory gymnasium and weight room access. Old armory gymnasium and weight room access is restricted to those two areas.

As a condition of using the facility, you are required to complete the enclosed form. It is the policy of the School District to require an acknowledgment of risk and emergency medical treatment release as a condition of participating in this activity. If you would like to use the facility, please carefully read and sign this document.

I agree to and will follow Community Use Agreement. I understand that the old armory gymnasium and weight room are being monitored with video surveillance. I accept and acknowledge that my access card will be deactivated, and I may lose future permission to access the facility if I permit any unauthorized person to use the card or access the facility. I further accept and acknowledge that my access will be deactivated and I may lose future permission to access the facility if I violate any of the conditions outlined in this agreement. Any violation of this agreement will result in forfeiture of my access fee.

Use of the facility requires physical activity and exertion. There is an inherent risk of injury in this type of activity. By signing this agreement, I acknowledge that the school district will maintain the facility. I, the undersigned, further acknowledge and understand that, regardless of all feasible safety measures that may be taken by the district, physical activity and exertion entails certain inherent risks. I certify that I am physically fit and medically able to use the facility. I further certify that I understand that the school district does not provide supervision for my use of the facility, other than the video surveillance noted above, and that there may not be a supervisor present during my use of the facility.

I agree to accept responsibility for my use of the facility. I acknowledge there are no assurances that these measures are taken by the School District to prevent injuries or prevent the spread of illnesses at this event or at this facility. These inherent risks that attendees specifically acknowledge include but are not limited to injury; illness; hospitalization, chronic health issues, quarantines of an unknown duration to be determined by governing authorities and death. By voluntarily entering this event or facility, I am specifically acknowledging awareness and knowledge of these inherent risks. All School District Policies are in effect when accessing this facility. Any negligence arising out

of my access to this facility shall be attributed to you as comparative negligence within the meaning of Section 27-1-702, MCA.

I, the undersigned, authorize qualified emergency medical professionals to examine and, in the event of injury or serious illness, administer emergency care to me if required under the circumstances based on, and in accordance with, their medical training. I understand every effort will be made to contact the family or contact the person noted below to explain the nature of the problem prior to any involved treatment. I understand emergencies may require immediate treatment in the opinion of medical professionals. In the event it becomes necessary for the district staff in charge to obtain emergency care for me, I understand that neither the district employee in charge of the activity nor the school district assumes financial liability for expenses incurred because of an accident, injury, illness and/or unforeseen circumstances.

Printed Name: _____

Address: _____

Phone Number: _____

Emergency contact information (if different than the above-listed phone number): _____

Signature: _____

Date: _____

Participant

District Designee Signature: _____

Current

Notice Form 4330-NF(1): Community Use of School Facilities - Gym and Weight Room Use Form

Status: ADOPTED

Original Adopted Date: 05/21/2024 | **Last Reviewed Date:** 05/21/2024

**Culbertson Schools Gymnasium and Weight Room
Community Use Agreement**

The School District believes in the promotion of a healthy lifestyle for our students and community. To support that belief, the School District allows non-students access to the ____ gymnasium and weight room. Access to the gymnasium and weight room can on these days and time_____.

This agreement must be strictly adhered to by the patron or access will be immediately suspended and the access fee will be forfeited. The following conditions and District Policies 4301, 4315, 4332, and 4330P must be adhered to at all times by the patron:

1. No tobacco, alcohol, marijuana, or other illegal substance is allowed in the weight room.
2. Proper attire, including closed-toed shoes should be worn at all times.
3. All weights, machines, and apparatus can only be used for their intended purpose. Modification of equipment is not allowed.
4. No one under the age of 18 is allowed in the gymnasium and weight room without adult supervision and the purchase of their own access card.
5. Access to the gymnasium and weight room is for an individual. Access cards cannot be used by anyone other than the signers of this agreement. Use or access by unauthorized persons will result in permanent loss of facility use.
6. All equipment must be returned to its proper place after use.
7. Any problems with equipment needs to be reported immediately to the school office.
8. All garbage must be taken out with the patron when they leave.
9. Gymnasium and weight room is being monitored by security cameras. Tampering with door locks, alarms or security cameras will result in permanent loss of facility use.
10. No other portion of the school, the gym, or locker rooms is included with gymnasium and weight room access. Gymnasium and weight room access is restricted to those two areas.

As a condition to use the facility, you are required to complete the enclosed form. It is the policy of the School District to require an acknowledgment of risk and emergency medical treatment release as a condition of participating in this activity. If you would like to use the facility, please carefully read and sign this document.

I agree to and will follow Gymnasium and Weight Room Community Use Agreement. I understand that the gymnasium and weight room is being monitored with audio and video surveillance. I accept and acknowledge that my access card will be deactivated and I may lose future permission to access the facility if I permit any unauthorized person to use the card or access the facility. I further accept and acknowledge that that my access will be deactivated and I may lose future permission to access the facility if I violate any of the conditions outlined in this agreement. Any violation of this agreement will result in forfeiture of my access fee.

Use of the facility requires physical activity and exertion. There is an inherent risk of injury in this type of activity. By signing this agreement, I acknowledge that the school district will maintain the facility. I, the undersigned, further acknowledge and understand that, regardless of all feasible safety measures that may be taken by the district, physical activity and exertion entails certain inherent risks. I certify that my I am physically fit and medically able to use the facility. I further certify that I understand that the school district does not provide supervision for my use of the facility, other than the video surveillance noted above, and that there may not be a supervisor present during my use of the facility.

I agree to accept responsibility for my use of the facility. I acknowledge there are no assurances these measures taken by the School District to prevent injuries or prevent the spread of illnesses at this event or at this facility. These inherent risks that attendees specifically acknowledge include but are not limited to injury; illness; hospitalization, chronic health issues, quarantines of an unknown duration to be determined by governing authorities and death. By voluntarily entering this event or facility, I am specifically acknowledging awareness and knowledge of these inherent risks. All School District Policies are in effect when accessing this facility. Any negligence arising out of my access to this facility shall be attributed to you as comparative negligence within the meaning of Section 27-1-

702, MCA.

I, the undersigned, authorize qualified emergency medical professionals to examine and, in the event of injury or serious illness, administer emergency care to me if required under the circumstances based on, and in accordance with, their medical training. I understand every effort will be made to contact the family or contact person noted below to explain the nature of the problem prior to any involved treatment. I understand emergencies may require immediate treatment in the opinion of medical professionals. In the event it becomes necessary for the district staff in charge to obtain emergency care for me, I understand that neither the district employee in charge of the activity nor the school district assumes financial liability for expenses incurred because of an accident, injury, illness and/or unforeseen circumstances.

Printed Name: _____

Address: _____

Phone Number: _____

Emergency contact information (if different than the above-listed phone number): _____

Signature: _____

Date: _____

Participant

District Designee Signature: _____

** Recommends **

**Board Policy Manual
MTSBA Policy Management
Console**

Status: ADOPTED

Policy 4340: Public Access to District Records

Original Adopted Date: 09/09/2022 | Last Revised Date: 11/26/2024 | Last Reviewed Date: 11/26/2024

Public Access to District Records

Members of the public have a right to examine and obtain a copy of any public information possessed or maintained by the District.

"Public information" means information prepared, owned, used, or retained by the District relating to the transaction of official business, regardless of form, except for confidential information that must be protected against public disclosure under applicable law.

"Confidential information" means information that is accorded confidential status or is prohibited from disclosure as provided by applicable law, including, but not limited to, information that is:

- (a) constitutionally protected from disclosure because an individual privacy interest clearly exceeds the merits of public disclosure;
- (b) necessary to maintain the security and integrity of District facilities or information systems; and
- (c) designated as confidential by statute or through judicial decisions, findings, or orders.

The District may withhold from public scrutiny information relating to individual or public safety or the security of District schools and facilities if release of the information jeopardizes the safety of facility personnel, the public, students in a public school, or inmates of a facility. A public officer may not withhold from public scrutiny any more information than is required to protect individual or public safety or the security of public facilities.

The Superintendent will serve as the public records coordinator, with responsibility and authority for ensuring compliance with the display, indexing, availability, inspection, and copying requirements of state law and this policy. As coordinator, the Superintendent will authorize the inspection and copying of District records only in accordance with the criteria set forth in this policy.

The District may charge a fee for fulfilling a public information request. Except where a fee is otherwise provided for by law, the fee may not exceed the actual costs directly incident to fulfilling the request in the most cost-efficient and timely manner possible. The fee must be documented. The fee may include the time required to gather public information. The District may require the requesting person to pay the estimated fee prior to identifying and gathering the requested public information.

If the District denies any request, in whole or in part, for inspection and copying of records, the District will provide the requesting party with reasons for denial.

If the record requested for inspection and/or copying contains both information exempted from disclosure and non-exempt information, the District shall, to the extent practicable, produce the record with the exempt portion deleted and shall provide written explanation for the deletion.

The District will not provide access to lists of individuals, which the requesting party intends to use for commercial purposes or which the District reasonably believes will be used for commercial purposes if such access is provided. However, the District may provide mailing lists of graduating students to representatives of the U.S. armed forces and the National Guard for purpose of recruitment.

The coordinator is authorized to seek an injunction to prevent disclosure of records otherwise suitable for disclosure, when it is determined reasonable cause exists to believe disclosure would not be in the public interest and would substantially or irreparably damage any person or would substantially or irreparably damage vital governmental functions.

substantially or irreparably damage any person or would substantially or irreparably damage vital governmental functions.

Current, outdated

Policy 4340: Public Access to District Records

Status: ADOPTED

Original Adopted Date: 02/01/2000 | **Last Reviewed Date:** 11/12/2013

Public Access to District Records

Within limits of an individual's right of privacy, the public will be afforded full access to information concerning administration and operations of the District. Public access to District records shall be afforded according to appropriate administrative procedures.

"District records" include any writing, printing, Photostatting, photographing, etc. (including electronic mail), which has been made or received by the District in connection with the transaction of official business and presented for informative value or as evidence of a transaction, and all other records required by law to be filed with the District. "District records" do not include personal notes and memoranda of staff which remain in the sole possession of the maker and which are not generally accessible or revealed to other persons.

The Superintendent will serve as the public records coordinator, with responsibility and authority for ensuring compliance with the display, indexing, availability, inspection, and copying requirements of state law and this policy. As coordinator, the Superintendent will authorize the inspection and copying of District records only in accordance with the criteria set forth in this policy.

In accordance with Title 2, Chapter 6, MCA, the District will make available for public inspection and copying all District records or portions of records, except those containing the following information:

1. Personal information in any file maintained for students. Information in student records will be disclosed only in accordance with requirements of the Family Educational Rights and Privacy Act of 1974 and adopted District policy.
2. Personal information in files maintained for staff, to the extent that disclosure will violate their right to privacy.
3. Test questions, scoring keys, or other examination data used to administer academic tests.
4. The contents of real estate appraisals made for or by the District relative to the acquisition of property, until the project is abandoned or until such time as all of the property has been acquired, but in no event will disclosure be denied for more than three (3) years after appraisal.
5. Preliminary drafts, notes, recommendations, and intra-District memoranda in which opinions are expressed or policies formulated or recommended, except a specific record shall not be exempt when publicly cited by the District in connection with any District action.
6. Records relevant to a controversy to which the District is a party, but which would not be available to another party under the rules of pretrial discovery, for cases pending resolution.
7. Records or portions of records, the disclosure of which would violate personal rights of privacy.
8. Records or portions of records, the disclosure of which would violate governmental interests.
9. Records or information relating to individual or public safety or the security of public schools if release of the information jeopardizes the safety of facility personnel, the public, students in a public school.

If the District denies any request, in whole or in part, for inspection and copying of records, the District will provide the requesting party with reasons for denial.

If the record requested for inspection and/or copying contains both information exempted from disclosure and non-exempt information, the District shall, to the extent practicable, produce the record with the exempt portion deleted and shall provide written explanation for the deletion.

The District will not provide access to lists of individuals, which the requesting party intends to use for commercial purposes or which the District reasonably believes will be used for commercial purposes if such access is provided. However, the District may provide mailing lists of graduating students to representatives of the U.S. armed forces and the National Guard for purpose of recruitment.

The coordinator is authorized to seek an injunction to prevent disclosure of records otherwise suitable for disclosure, when it is determined reasonable cause exists to believe disclosure would not be in the public interest and would