

2
3 **THE BOARD OF TRUSTEES**

4
5 Board Meetings

6
7 Meetings of the Board must occur at a duly called and legally conducted meeting. "Meeting" is
8 defined as the convening of a quorum of the constituent membership of the Board, whether in
9 person or by means of electronic equipment, to hear, discuss, or act upon a matter over which the
10 Board has supervision, control, jurisdiction, or advisory power.

11
12 Notice of Meetings

13
14 Unless otherwise required by law and policy, the District shall publish an agenda for each type of
15 meeting included in this policy with a minimum of 48 hour's notice to the public as follows:

16 A. If a newspaper of general circulation in the county where the District is located
17 publishes electronic notices and links to meeting agendas free of charge to the District on
18 the newspaper's website, the District shall provide the notice and agenda to the
19 newspaper to post on the newspaper's website.

20 B. If the District does not have an option to post notices and links to meeting agendas
21 free of charge, the District shall provide adequate notice of a meeting by doing at least
22 one of the following:

- 23 1. posting a link to the meeting agenda on the agency's primary website; or
- 24 2. posting the agenda on the social media site of the agency.

25 C. In addition to the above-noted electronic postings, the District shall post a physical
26 copy of the meeting agenda at the entrance to each school in the District and at the
27 following location in the community: _____.

28
29 Regular Meetings

30
31 Unless otherwise specified, all meetings will take place in the _____.
32 Regular meetings shall take place at _____ p.m. on the _____ of
33 each month, or at other times and places determined by a majority vote. Except for an
34 unforeseen emergency, meetings must be held in school buildings or, upon the unanimous vote
35 of the trustees, in a publicly accessible building located within the District. If regular meetings
36 are scheduled at places other than as stated above or are adjourned to times other than the regular
37 meeting time, notice of the meeting shall be made in the same manner as provided for special
38 meetings. The trustees may meet outside the boundaries of the District for collaboration or
39 cooperation on educational issues with other school boards, educational agencies, or
40 cooperatives. Adequate notice of the meeting, as well as an agenda, must be provided to the
41 public in advance. Decision making may only occur at a properly noticed meeting held within
42 the District's boundaries. When a meeting date falls on a school holiday, the meeting may take
43 place the next business day.

44
45 Budget Meetings

1 Between July 1 and August 10 of each year, the Clerk shall publish a notice stating the date,
2 time, and place trustees will meet for the purpose of considering and adopting a final budget for
3 the District, stating that the meeting of the trustees may be continued from day to day until final
4 adoption of a District budget and that any taxpayer in the District may appear at the meeting and
5 be heard for or against any part of the budget. This notice shall be published in the _____.

6
7 On the date and at the time and place stated in the published notice (on or before August 20),
8 trustees shall meet to consider all budget information and any attachments required by law. The
9 meeting may continue from day to day; however, the Board must adopt a final budget not later
10 than August 25.

11 12 Committee Meetings

13
14 Each Board committee established under Policy 1130; each District committee with a trustee as a
15 member; and each District committee made up of district employees, administrators, or officials
16 deliberating on matters for report to the Board for final decision shall meet as needed in
17 accordance with the directive issued to the committee or trustees and noticed to the public
18 consistent with the requirements of this policy.

19 20 Special Board Meetings

21
22 Special Board meetings may be called by the Chairperson or by any two (2) trustees. A written
23 notice of a special meeting, stating the purpose of the meeting, shall be delivered to every trustee
24 and noticed to the public consistent with the requirements of this policy. The forty-eight-(48)-
25 hour notice is waived in an unforeseen emergency as stated in § 20-3-322(5), MCA. Business
26 transacted at a special meeting will be limited to that stated in the notice of the meeting.

27 28 Emergency Meetings

29
30 The 48-hour notice requirement for a special Board meeting is waived in an unforeseen
31 emergency or to consider a violation of the student code of conduct, as defined in accordance
32 with District policy, within a week of graduation. For the purposes of this policy, "unforeseen
33 emergency" means a storm, fire, explosion, community disaster, insurrection, act of God, or
34 other unforeseen destruction or impairment of school district property that affects the health and
35 safety of the trustees, students, or district employees or the educational functions of the district.

36
37 ~~In the event of an emergency involving possible personal injury or property damage, the Board~~
38 ~~may meet immediately and take official action without prior notification.~~

39 40 Closed Sessions

41
42 Under Montana law, the Board may meet in closed sessions to consider matters of individual
43 privacy. The possibility of a closed session shall be noted on the respective agenda item
44 appearing on the public noticed published in accordance with this policy. The individual whose
45 right of privacy will be considered during the possible closed session shall be notified in writing
46 of the meeting. Before closing a meeting, the presiding officer must determine that the demands

1 of individual privacy exceed the merits of public disclosure and so state publicly before going
2 into closed session. The Board also may go into closed session to discuss a strategy to be
3 followed with respect to litigation, when an open meeting would have a detrimental effect on the
4 litigating position of the District. This exception does not apply if the litigation involves only
5 public bodies or associations as parties. Before closing a meeting for litigation purposes, the
6 District may consult legal counsel on the appropriateness of this action. No formal action shall
7 take place during any closed session. Closed session meeting minutes shall be completed in
8 accordance with Policy 1420.

9

10

11	Legal References:	§ 2-3-103, MCA	Public participation – governor to ensure guidelines adopted
12			
13		§ 2-3-104, MCA	Requirements for compliance with notice provisions
14		§ 2-3-105, MCA	Supplemental notice by radio or television
15		§ 2-3-201, MCA	Legislative intent – liberal construction
16		§ 2-3-202, MCA	Meeting defined
17		§ 2-3-203, MCA	Meetings of public agencies and certain associations of public agencies to be open to public – exceptions
18			
19		§ 20-3-322, MCA	Meeting and quorum
20		§ 20-9-115, MCA	Notice of final budget meeting
21		§ 20-9-131, MCA	Final budget meeting
22		10.55.701, ARM	Board of Trustees
23		Chapter 396 (2023)	Revise public notice requirements
24		<i>Associated Press v. Crofts</i> , 2004 MT 120	

25

26 Policy History:

27 Adopted on:

28 Reviewed on:

29 Revised on:

2
3 **THE BOARD OF TRUSTEES**

4
5 School Board Meeting Procedure

6
7 Agenda

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

12
13 Any topics requested by Board members or members of the public must first be approved by the
14 Board Chair before being placed on the agenda. Citizens wishing to make brief comments about
15 school programs or procedures will follow the public comment procedures in district policy.

16
17 The agenda also must include a “public comment” portion to allow members of the general public to
18 comment on any public matter under the jurisdiction of the District which is not specifically listed on
19 the agenda, except that no member of the public will be allowed to comment on contested cases,
20 other adjudicative proceedings, or personnel matters. The Board Chairperson may place reasonable
21 time limits on any “public comment” period to maintain and ensure effective and efficient operations
22 of the Board. The Board shall not take any action on any matter discussed, unless the matter is
23 specifically noticed on the agenda, and the public has been allowed opportunity to comment.

24
25 Copies of the agenda for the current Board meeting, minutes of the previous Board meeting, and
26 relevant supplementary information will be prepared and distributed to each trustee at least forty-
27 eight (48) hours in advance of a Board meeting and will be available to any interested citizen at the
28 Superintendent’s office forty-eight (48) hours before a Board meeting. ~~An agenda for other types of~~
29 ~~Board meetings will be prepared if circumstances require an agenda.~~ Agendas serving as the public
30 notice of a meeting will be posted and distributed in accordance with Policy 1400. Agendas shall
31 note the meeting will be recorded in accordance with this policy. Upon convening a meeting, the
32 Board Chair shall announce the meeting is being recorded in accordance with this policy.

33
34 Recording and Broadcast

35
36 Unless exempt as a third-class district under Section 20-6-201, MCA, and Section 20-6-301, MCA,
37 the District shall record their public meetings as described in Policy 1400 in an audio and video
38 format. The District shall make the audio and video recordings publicly available within 5 business
39 days after the meeting with a link to the recording on the District’s website. If the District does not
40 maintain a website, it shall establish and maintain a social media page and provide a link to the
41 recording on the social media page.

42
43 The audio and video recordings created in accordance with this section of the policy are not required
44 to be the official record or minutes of the meeting as detailed elsewhere in the policy. If a recording
45 is not designated as the official record or minutes, the recording may be destroyed after being
46 retained online for 1 year and will no longer be subject to the requirements of Title 2, Chapter 6, for
47 public information requests upon destruction. If a recording is designated as the official record or

1 minutes as specified in this policy, the provisions of the policy as required by Section 2-3-212, MCA,
2 shall apply.

3
4 The District is not required to disrupt or reschedule a meeting if there is a technological failure of
5 the meeting recording. If the recording is not able to be made available on the District’s website or
6 social media site, the District shall prominently post a notice in the same manner as a notice of a
7 public meeting under Policy 1400 and shall post a notice at all locations where the meeting recording
8 links are available. The notice must explain the reason the meeting was not recorded and describe the
9 steps taken to remedy the failure prior to the next meeting.

10
11 (Optional) If the District is capturing the audio or video recording of the meeting to be published as
12 required by this section through a platform that is also broadcasting or streaming the meeting, the
13 District shall arrange for the written commenting functionality of the platform to be engaged so
14 citizens using the platform to observe the meeting also have the opportunity to comment in
15 accordance with the provisions Policy 1420F. If the platform does not provide written commenting
16 functionality, the District shall arrange for a dedicated public comment email address for citizens
17 observing the meeting through the broadcast or stream to use to provide public comment. (End
18 Optional Language)

19 20 Consent Agenda

21
22 To expedite business at its meetings, the Board approves the use of a consent agenda, which includes
23 those items considered to be routine in nature. Any item that appears on the consent agenda may be
24 removed by a member of the Board. Any Board member who wishes to remove an item from the
25 consent agenda must give advance notice in a timely manner to the Superintendent. Remaining items
26 will be voted on by a single motion. The approved motion will be recorded in the minutes, including
27 a listing of all items appearing on the consent agenda.

28 29 Minutes

30
31 Appropriate minutes of all meetings required to be open must be kept and must be available for
32 inspection by the public. [(Optional) If an audio recording of a meeting is made and designated as
33 official, the recording constitutes the office record of the meeting. If an official recording is made, a
34 written record of the meeting must also be made and must also include:

- 35
36 • Date, time, and place of the meeting;
37 • Presiding officer;
38 • Board members recorded as absent or present;
39 • Summary of discussion on all matters discussed (including those matters discussed during the
40 “public comment” section), proposed, deliberated, or decided, and a record of any votes
41 taken;
42 • Detailed statement of all expenditures;
43 • Purpose of recessing to closed session; and
44 • Time of adjournment.

45
46 If the minutes are recorded and designated as the official record, a log or time stamp for each main
47 agenda item is required for the purpose of providing assistance to the public in accessing that portion
48 of the meeting. (end optional language)]

1
2 Unofficial minutes shall be delivered to Board members in advance of the next regularly scheduled
3 meeting of the Board. Minutes need not be read publicly, provided that Board members have had an
4 opportunity to review them before adoption. A file of permanent minutes of Board meetings shall be
5 maintained in the office of the Clerk, to be made available for inspection upon request. A written
6 copy shall be made available within five (5) working days following approval by the Board.
7

8 Quorum

9

10 No business shall be transacted at any meeting of the Board unless a quorum of its members is
11 present. A majority of the full membership of the Board shall constitute a quorum, whether the
12 individuals are present physically or electronically. A majority of the quorum may pass a resolution,
13 except as provided in § 20-4-203(1), MCA, and § 20-4-401(4), MCA.
14

15 Electronic Participation

16

17 The Board may allow members to participate in meetings by telephone or other electronic means.
18 Board members may not simply vote electronically but must be connected with the meeting
19 throughout the discussion of business. If a Board member electronically joins the meeting after an
20 item of business has been opened, the remotely located member shall not participate until the next
21 item of business is opened.
22

23 If the Board allows a member to participate electronically, the member will be considered present
24 and will have his or her actual physical presence excused. The member shall be counted present for
25 purposes of convening a quorum. The Clerk will document it in the minutes, when members
26 participate in the meeting electronically.
27

28 Any Board member wishing to participate in a meeting electronically will notify the Chairperson and
29 Superintendent as early as possible. The Superintendent will arrange for the meeting to take place in
30 a location with the appropriate equipment so that Board members participating in the meeting
31 electronically may interact, and the public may observe or hear the comments made. The
32 Superintendent will take measures to verify the identity of any remotely located participants.
33

34 Meeting Conduct and Order of Business

35

36 General rules of parliamentary procedure are used for every Board meeting. *Robert's Rules of Order*
37 may be used as a guide at any meeting. The order of business shall be reflected on the agenda. The
38 use of proxy votes shall not be permitted. Voting rights are reserved to those trustees in attendance.
39 Voting shall be by acclamation or show of hands.
40

41 Rescind a Motion

42

43 A motion to rescind or cancel previous action may be made anytime by any trustee. A motion to
44 rescind must be properly noticed on the Board's agenda for the meeting. It is in order any time prior
45 to accomplishment of the underlying action addressed by the motion.
46

47 Cross Reference: 1441 Audience Participation
48

1 _____ **School District**

2
3 **THE BOARD OF TRUSTEES**

1511

4
5 Code of Ethics for School Board Members

6
7 AS A MEMBER OF MY LOCAL BOARD OF TRUSTEES, I WILL STRIVE TO IMPROVE PUBLIC
8 EDUCATION, AND TO THAT END I WILL:

9
10 Attend all regularly scheduled Board meetings insofar as possible and become informed concerning the
11 issues to be considered at those meetings;

12
13 Recognize that I should endeavor to make policy decisions only after full discussion at public Board
14 meetings;

15
16 Make all decisions based on available facts and my independent judgment and refuse to surrender that
17 judgment to individuals or special interest groups;

18
19 Encourage the free expression of opinion by all Board members and seek systematic communications
20 between the Board and students, staff, and all elements of the community;

21
22 Work with other Board members to establish effective Board policies and to delegate authority for
23 administration to the Superintendent;

24
25 Recognize and respect the responsibilities that are properly delegated to the Superintendent;

26
27 Communicate to the Superintendent expression of public reaction to Board policies, school programs, or
28 staff;

29
30 Inform myself about current educational issues, by individual study and through participation in programs
31 providing needed information, such as those sponsored by the ~~National School Boards Association and~~
32 Montana School Boards Associations;

33
34 Support the employment of those persons best qualified to serve as school staff and insist on regular and
35 impartial evaluation of staff;

36
37 Avoid being placed in a position of conflict of interest and refrain from using my Board position for
38 personal or partisan gain;

39
40 Avoid compromising the Board or administration by inappropriate individual action or comments and
41 respect the confidentiality of information that is privileged under applicable law;

42
43 Remember always that my first and greatest concern must be the educational welfare of students
44 attending public schools.

45
46 Policy History:

47 Adopted on:

48 Reviewed on:

49 Revised on:

2
3 THE BOARD OF TRUSTEES

4
5 Annual Goals and Objectives

6
7 Each year, ~~during the month of _____~~ (OPTIONAL), the Board will formulate or
8 review the goals of the District that reflect the district’s strategic plan of education. At the
9 conclusion of each school year, the [Superintendent] [Principal] shall report to the Board
10 information which reflects the accomplishments towards the goals of the District.

11
12 The Chairperson may appoint a committee of the Board, to include the District Administrator
13 ~~[Superintendent] [Principal] (CHOOSE)~~ to annually review the goals and report to the Board.

14
15 Integrated Action Plan

16 The Board shall develop, with stakeholder input, an integrated strategic action plan to which the
17 district graduate profile is aligned. The Board shall implement, monitor, and evaluate the District
18 action plan and make the plan publicly available on the District website. The District plan shall
19 be updated at least every three years based on a comprehensive needs assessment with
20 meaningful stakeholder input and feedback that comply, at a minimum, with Policies 1400 and
21 1420. The plan must clarify what specific steps must be taken to achieve the district graduate
22 profile and reflect a continuous improvement process.

23 The integrated action plan shall include:

24 (a) a school district graduate profile as defined in 10.55.602 ARM and consistent with
25 Policy 2410P;

26 (b) the school district’s educational goals consistent with Policy 2000;

27 (c) a description of planned progress toward implementing all content and program area
28 standards consistent with Policy 2110 and Policy 2120;

29 (d) a description of strategies for assessing student progress toward meeting all content
30 standards consistent with Policy 2120;

31 (e) a professional development component consistent with Policy 5121;

32 (f) a description of how the district will meet programmatic requirements of state and
33 federal grants;

34 (g) a description of strategies for addressing the needs of gifted and talented students
35 consistent with Policy 2166, children with disabilities consistent with Policy 2161 and
36 Policy 2162, English learner students consistent with Policy 2500, and at-risk students as
37 defined in 20-1-101, MCA and served by Policy 3610.

38 The District shall report and submit their adopted integrated strategic action plan to the
39 Superintendent of Public Instruction.

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Cross Reference:	MTSBA Strategic Governance Policy Series – 1000SG	
	<u>Policy 2410P</u>	<u>Graduation</u>
	<u>Policy 2000</u>	<u>Goals</u>
	<u>Policy 2110</u>	<u>Objectives</u>
	<u>Policy 2120</u>	<u>Curriculum and Assessment</u>
	<u>Policy 2161</u>	<u>Section 504</u>
	<u>Policy 2162</u>	<u>Special Education</u>
	<u>Policy 2166</u>	<u>Gifted and Talented</u>
	<u>Policy 2500</u>	<u>English Learners</u>
	<u>Policy 3610</u>	<u>At Risk Student Programs</u>
	<u>Policy 5121</u>	<u>Professional Development</u>

Legal Reference:	Section 20-1-101, MCA	Definitions
	<u>10.55.701(2)(a), ARM</u>	<u>Board of Trustees</u>
	<u>10.55.601, ARM</u>	<u>Accreditation Standards: Procedures</u>
	<u>10.55.602, ARM</u>	<u>Definitions</u>
	<u>10.55.603, ARM</u>	<u>Curriculum and Assessment</u>
	<u>10.55.714, ARM</u>	<u>Professional Development</u>
	<u>10.55.804, ARM</u>	<u>Gifted and Talented</u>
	<u>10.55.805, ARM</u>	<u>Children with Disabilities</u>
	<u>10.55.806, ARM</u>	<u>English Learners</u>

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

Public Schools
**SCHOOL ACTIVITIES INFORMED CONSENT AND
INSURANCE VERIFICATION FORM**

I _____ approve of my child _____ participating in
_____ as an extracurricular activity or curricular club at _____ School.

Extracurricular activities may include transportation, educational functions, or other physical activity. There is an inherent risk of injury in the activity. By signing this agreement, I acknowledge that the School District staff try to prevent accidents. I agree to accept responsibility for my student’s participation in the school activities. The activity is strictly voluntary. My signature below gives my child permission to participate in a _____ School Activity.

I, the undersigned, hereby acknowledge and understand that, regardless of all feasible safety measures that may be taken by the School District, participation in this event entails certain inherent risks. I certify that my student is physically fit and medically able to participate or have noted an applicable physical or medical diagnosis at the bottom of this form. I further certify that my student will honor all instructions of district staff and failure to honor instructions may result on dismissal from the activity. I have been informed of these risks, understand them, and feel that the benefits of participation outweigh the risks involved. I understand any negligence arising out of the student’s participation in the program shall be attributed to me as comparative negligence within the meaning of Section 27-1-702, MCA.

I authorize qualified emergency medical professionals to examine and in the event of injury or serious illness, administer emergency care to my student. 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. In the event it becomes necessary for the district staff in charge to obtain emergency care for my student, 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.

The School District DOES NOT provide medical insurance benefits for students who choose to participate in activities programs. Parents or guardians may request information from the school district regarding medical insurance for students. If parents or guardians have their own insurance coverage during the student’s participation, that coverage information is provided below. Or parents may notify the School District that they do not have medical insurance.

____ I have personal medical insurance to cover the student’s participation:

INSURANCE (Company Name) _____

Policy # _____

____ I do not have personal medical insurance to cover the student’s participation and understand that the School District does not provide medical insurance to cover the students. I understand I will be responsible for any medical costs associated with the student’s participation.

Signature Required Regardless of Insurance Coverage:

Student Athlete _____
(Please Print)

Parent/Guardian _____
(Signature)

Date: _____

2
3 **INSTRUCTION**

4
5 Field Trips, Excursions, and Outdoor Education

6
7 The Board recognizes that field trips, when used as a device for teaching and learning integral to
8 the curriculum, are an educationally sound and important ingredient in the instructional program
9 of the schools. Such trips can supplement and enrich classroom procedures by providing
10 learning experiences in an environment beyond the classroom. The Board also recognizes that
11 field trips may result in lost learning opportunities in missed classes. Therefore, the Board
12 endorses the use of field trips, when educational objectives achieved by the trip outweigh any
13 lost in-class learning opportunities.

14
15 Field trips that will take students out of state must be approved in advance by the Board; building
16 principals may approve all other field trips.

17
18 Building principals will develop procedures with respect to field trips, excursions, and outdoor
19 education.

20
21 Staff members may not solicit students during instructional time for any privately arranged field
22 trip or excursion without Board permission.

23
24 Transportation and lodging for trips or events under this policy shall be in accordance with
25 Policy 8132. The presence of a person with a currently valid first aid card is required during
26 school-sponsored activities, including field trips, athletic, and other off-campus events. Parental
27 permission shall be documented for all school sponsored trips.

28			
29	<u>Cross Reference</u>	<u>Policy 2158</u>	<u>Parental and Family Engagement</u>
30		<u>Policy 8132</u>	<u>Activity Trips</u>

31
32 Legal Reference: ARM 37.111.825 Health Supervision and Maintenance
33 Title 40, Chapter 6, Part 7 Rights of Parents

34
35 Policy History:

36 Adopted on:

37 Reviewed on:

38 Revised on:

1 **School District**

2
3 **STUDENTS**

3141

4
5 Nonresident Student Enrollment

6
7 For the purposes of this policy, except as provided in Section 20-9-707, MCA, a student’s district
8 of residence must be determined on the basis of the provisions of Section 1-1-215, MCA.

9
10 Mandatory Nonresident Enrollment for Extenuating Circumstances

11
12 The District shall enroll a student who resides outside of the District whenever the extenuating
13 circumstances listed in Section 20-5-321, MCA, exist.

14
15 Applying for Nonresident Enrollment with No Extenuating Circumstances

16
17 Whenever the extenuating circumstances listed in Section 20-5-321, MCA do not exist and
18 mandatory enrollment of a student who resides outside the District is not required, the District
19 may enroll the nonresident student at the request of the student’s parent or guardian as specified
20 in this policy. The District shall serve children who are residents of the district and nonresident
21 children seeking mandatory enrollment for extenuating circumstances prior to enrolling
22 nonresidents students seeking to apply when extenuating circumstances do not exist.

23
24 Every nonresident student who seeks to enroll in the District shall apply for admission for the
25 succeeding school year by **(date)**. All applications shall be submitted using the form found at
26 Policy 3141F as developed by the Superintendent of Public Instruction. **(Optional)** For planning
27 purposes, late applications shall not be considered. **(End Optional Language)** Nonresident
28 students shall reapply for admission each school year. Admission in one school year does not
29 infer or guarantee admission in subsequent years. Each application shall be assigned a unique
30 number distinct from a student identification number that does not disclose a student’s personally
31 identifiable information consistent with Policy 3600. Within 10 days of the initial application for
32 an agreement, the District shall notify the parent or guardian of the child and district of residence
33 involved in the out-of-district attendance agreement of the anticipated date for approval or
34 disapproval of the agreement.

35
36 The Board of Trustees authorizes the District Administrator to review the applications for
37 nonresident enrollment consistent with his policy and Section 20-3-320, MCA. Not more than
38 30 days following the application deadline, the District Administrator shall submit a list of
39 students to the Board of Trustees who are recommended for enrollment. The Board of Trustees
40 shall make the decision to approve or deny requests for nonresident enrollment during a meeting
41 of the Board. Each application shall be considered during a closed session consistent with Policy
42 1400 after giving prior notice to the parents that their application will be considered by the Board
43 of Trustees in a closed session of the Board. Any motion on an application shall be made
44 referring to the distinct application number.

1 In reviewing and determining whether to approve an application for attendance by a nonresident
2 child, the District Administrator shall recommend for approval and Board of Trustees shall
3 approve the application unless the Board of Trustees find that the impact of approval of the
4 application will negatively impact the quality of education for resident pupils by grade level, by
5 school, or in the District in the aggregate in one or more of the following ways:
6

7 1. The approval would result in exceeding limits of:

- 8 A. building construction standards pursuant to Title 50, chapter 60, MCA;
- 9 B. capacity and ingress and egress elements, either by individual room or by
10 school building, of any fire code authorized by Title 50, chapter 3; or
- 11 C. evacuation elements of the district's adopted school safety plan.

12 The Board authorizes the District Administrator to coordinate with the local fire
13 marshal, law enforcement, health department, and first responders when developing
14 standards under this Subsection 1. Findings shall be adopted by the Board in the
15 District's strategic plan or plan for continuous improvement specified in Policy 1620.

16 2. The approval would impede meeting goals, standards, or objectives of quality
17 education adopted by the Board in the District's strategic plan or plan for continuous
18 improvement specified in Policy 1620.

19 3. The approval would risk jeopardizing the educational quality adopted by the Board in
20 the District's strategic plan or plan for continuous improvement specified in Policy 1620
21 because the nonresident child who is applying was:

- 22 A. truant as defined in Section 20-5-106, MCA, in the last school district
23 attended;
- 24 B. expelled by another school district at any time; or
- 25 C. suspended in another school district in any of the 3 school fiscal years
26 preceding the school fiscal year for which attendance is requested. This
27 Subsection C does not apply to a student who is eligible for special education or
28 related services.

29
30 Review and consideration of applications and the records of applicants as well as decisions
31 regarding admission cannot be inconsistent with District policies regarding nondiscrimination. In
32 the event the District receives more applications than the District can accommodate, the District
33 shall prioritize applications on the basis of the quality of education for students who are residents
34 of the district of attendance and the obligations of resident taxpayers. This priority may include
35 applications from children of District employees as well as children with siblings who have
36 previously enrolled in the District as nonresident students. This priority is specifically
37 established and shall be implemented on a rational basis to provide a quality education to
38 students enrolled in the District.
39

40 Within 10 days of approval or disapproval of an application for non-resident enrollment, District
41 shall provide copies of the approved or disapproved attendance agreement to the parent or
42 guardian and to the district of residence. In the case of a disapproval, the District shall provide
43 the specific allowable reason for the disapproval consistent with this policy and supporting
44 documentation.
45

46 For an approved application and out-of-district attendance agreement the District shall provide a
47 copy of the completed agreement to the county superintendent of schools of the county of

1 residence, county superintendent of schools of the county of attendance, and the Superintendent
2 of Public Instruction. Whenever a student enrolls in and attends a school outside of the student's
3 district of residence under the provisions of this policy, by July 15 following the year of
4 attendance, the district of attendance shall notify the district of residence of an obligation under
5 Section 20-5-323, MCA.

6
7 If an out-of-district attendance agreement is disapproved or no action is taken, the parent or
8 guardian may appeal the disapproval or lack of action in accordance with Montana law.

9
10 Unless otherwise agreed by the district of residence and the district of attendance, the family of a
11 nonresident child whose application for attendance has been approved is responsible for
12 transportation of the child and the child is not an eligible transportee as defined in Section 20-10-
13 101, MCA. The district of attendance may discretionarily provide transportation pursuant to
14 Section 20-10-122, MCA.

15
16 Discretionary Nonresident Student Attendance Policy

17
18 ~~This policy shall terminate and expire on June 30, 2024, to be replaced in its entirety by a policy~~
19 ~~governing non-resident student enrollment consistent with Chapter 368 (2023).~~

- 20
21 ~~1. Except as required by § 20-5-321, MCA, the District will admit nonresident students at~~
22 ~~its discretion.~~
- 23
24 ~~2. The Superintendent will recommend to the Board any nonresident student admission in~~
25 ~~accordance with this policy, with the Board making the final decision on admission.~~
- 26
27 ~~3. The District will examine a student's records from this district and other school districts~~
28 ~~before any Board approval for admission. Review of the records and decisions regarding~~
29 ~~admission cannot be inconsistent with district policies regarding nondiscrimination. Any~~
30 ~~priority among the applications shall be on a rational basis that prioritizes the quality of~~
31 ~~education for students who are residents of the district of attendance and the obligations~~
32 ~~of resident taxpayers.~~
- 33
34 ~~4. The District will not admit nonresident students when doing so would cause the district~~
35 ~~to exceed the class size standards under 10.55.712 and 10.55.713, ARM.~~
- 36
37 ~~5. Every nonresident student who attends District schools must reapply for admission for~~
38 ~~the succeeding school year by June 15. Admission in one school year does not infer or~~
39 ~~guarantee admission in subsequent years.~~
- 40
41 ~~6. Nonresident students enrolled under this policy are subject to all district policies, rules,~~
42 ~~regulations on the same basis as resident students.~~
- 43
44 ~~7. All resident students who become nonresidents because their parents or guardians move~~
45 ~~out of the District may continue attendance for the school year, barring registration in~~
46 ~~another District. At the completion of the school year, a student must apply as a~~

1 ~~nonresident student in accordance with #5.~~

2
3 8. ~~[OPTIONAL] The Board will not admit any student who is expelled from another~~
4 ~~school district.~~

5
6 9. ~~(OPTIONAL Use only if the district currently charges tuition) The Board reserves~~
7 ~~the right to charge tuition for nonresident students. At its discretion, the Board may~~
8 ~~charge or waive tuition for all students whose tuition is required to be paid by one kind of~~
9 ~~entity, defined as either a parent or guardian or a school district. Any waiver of tuition~~
10 ~~will be applied equally to all students whose tuition is paid by the same kind of entity~~
11 ~~(i.e., if the District charges tuition in those circumstances where a resident district pays~~
12 ~~but waives tuition in those circumstances where a parent or guardian is responsible for~~
13 ~~tuition, the tuition waiver will be applicable to all students whose parents or guardians~~
14 ~~bear the responsibility for payment).~~

15
16 10. ~~All nonresident students will be considered ineligible transportees for school~~
17 ~~transportation services (§ 20-10-101, MCA).~~

18
19 11. ~~(Optional) As part of the District’s strategic planning process, the Board of Trustees may~~
20 ~~adopt provisions within the plan of continuous improvement related to the following aspects of~~
21 ~~the District’s facilities, operations, and compliance with accreditation standards:~~

- 22 ~~(A) building construction standards pursuant to Title 50, chapter 60;~~
- 23 ~~(B) capacity and ingress and egress elements, either by individual room or by~~
- 24 ~~school building, of any fire code authorized by Title 50, chapter 3;~~
- 25 ~~(C) evacuation elements of the district’s adopted school safety plan;~~
- 26 ~~(D) and establish goals, standards and objectives of quality for delivery of~~
- 27 ~~education and related services;~~
- 28 ~~(E) educational quality within the district for expectations related to truancy,~~
- 29 ~~expulsion, or suspension, as specified in state law;~~

30

31 Cross Reference:	2161 – 2161P	Special Education
32	3110	Entrance, Placement, and Transfer
33	3125	Education of Homeless Children
34	3210	Equal Education, Nondiscrimination and Sex
35		Equity
36	3600	Student Records
37	1400	Board Meetings

38

39 Legal Reference:	§ 20-5-314, MCA	Reciprocal attendance agreement with adjoining
40		state or province
41	§ 20-5-320, MCA	Out-of-district attendance by parent or guardian
42		request with no extenuating circumstances.
43	§ 20-5-321, MCA	Attendance with mandatory approval – tuition and
44		transportation
45	§ 20-5-322, MCA	Residency determination – notification – appeal for
46		attendance agreement

1 § 20-5-323, MCA Tuition and transportation rates
2 10.55.712, ARM Class Size Elementary
3 10.55.713, ARM Teacher Load and Class Size – High School
4

5
6 Policy History:
7 Adopted on:
8 Reviewed on:
9 Revised on:

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

6
7 Conduct of Employees Directed Toward Students

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

15
16 The employee or any employee who is a witness to this event shall immediately seek out the
17 assistance of the school's administration or, if such administrator is not available, a certified or
18 classified employee with special training in seclusion and restraint, if available. Upon the arrival
19 of such individual, the administrator or if no administrator is available, the most senior trained
20 individual on seclusion or restraint shall take control over the situation. The most senior trained
21 individual shall direct another available staff member to notify the student's parent or guardian
22 of the situation consistent with Policy 3413.

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

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

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

- 36
37 1. The employee shall immediately report to their building principal, in writing, the
38 following information:
39 A. The date the event occurred;
40 B. The circumstances leading to the event;
41 C. The student involved; and
42 D. Other witnesses or participants to the event.
43
44 2. The building principal shall notify the Superintendent's office of the event, providing the
45 Superintendent's office with a copy of the report of events.
46

- 1 3. The building principal shall ascertain if any of the school's video equipment captured the
2 event on a recording. If such event was captured on recording, the principal shall take all
3 best efforts to maintain a copy of the recording and provide such to the Superintendent's
4 Office for the Superintendent's official records of the event.
5
- 6 4. The Superintendent or designee shall ascertain the special needs status of the student
7 involved in the seclusion or restraint and shall ascertain and maintain documentation as to
8 whether or not such events were consistent with or contraindicated due to the student's
9 psychiatric, medical, or physical condition(s). Parental consent is required prior to any
10 psychiatric, medical, or physical examination or services.
11
- 12 5. The Superintendent or designee of the Superintendent shall notify the parent or legal
13 guardian of the subject student of the situation and the event of restraint or seclusion via
14 telephone and provide the parent/legal guardian with the name and telephone contact
15 information of the building principal where the parent may obtain additional information
16 regarding the event.
17
- 18 6. The Superintendent or designee of the Superintendent shall provide the parent/legal
19 guardian of the student with written notice of the event of restraint or seclusion of their
20 student.
21
- 22 7. The Superintendent's office shall maintain documentation as to events of restraint and
23 seclusion and shall prepare any and all necessary reports to legal entities upon whom
24 such reports are or may become due pursuant to State and federal regulations.
25

26 Training of School Personnel

27
28 As part of the training and preparation of each certified administrator, certified teacher, and in-
29 building classified employee of the District, the following shall occur:
30

- 31 1. Training to personnel as to proper situations and events leading to student seclusion and
32 intervention, including possible preventative alternatives to seclusion and restraint, safe
33 physical escort, de-escalation of student crisis situations, and positive behavioral
34 intervention techniques and supports;
35
- 36 2. Training of personnel in crisis/conflict management and emergency situations which may
37 occur in the school setting, including examples and demonstrations of proper activities
38 and techniques and trainers observing employee use of proper activities and techniques in
39 the training setting;
40
- 41 3. Techniques to utilize to limit the possibility of injury to the student, the employee and
42 any other third party in the area;
43
- 44 4. Information as to the school's student seclusion areas in each respective school building
45 to which the employee is assigned; and
46

1 5. Provision of the employee with a copy of this policy.

2
3 Employees authorized to engage in seclusion and restraint will also be trained in CPR and basic
4 first aid.

5
6 It is a goal that all new employees are trained in the area of student restraint and seclusion during
7 their first week of employment. However, this may not be possible due to realities of the
8 operation of a school district. If an employee has not yet undergone training and a situation
9 necessitating student restraint or seclusion occurs, and another properly trained employee of the
10 District is present at the event, the properly trained employee shall take the lead in addressing the
11 student crisis.

12
13 Designated Locations

14
15 Each school building for which students are present must have a building designated location for
16 student seclusion. It is the responsibility of the building’s principal, or designee of the principal,
17 to assure that the building’s designated seclusion location is a safe and clean location and that
18 such location has appropriate supervision when any student has been placed into seclusion
19 pursuant to this policy. All seclusion will be in compliance with a student’s IEP or Section 504
20 Plan. Appropriate supervision shall include an adult in the seclusion location which has
21 continuous visual observation of the secluded student.

22
23 Definitions

24
25 For the purposes of this policy, the following definitions shall apply:

26
27 **Restraint:** The immobilization or reduction of a student’s freedom of movement for the purpose
28 of preventing harm to students or others through chemical, manual method, physical, or
29 mechanical device, material, or equipment.

30
31 **Seclusion:** Involuntary confinement in a room or other space during which a student is prevented
32 from leaving or reasonably believes that the he or she can leave or be prevented from leaving
33 through manually, mechanically, or electronically locked doors that, when closed, cannot be
34 opened from the inside; blocking or other physical interference by staff; or coercive measures,
35 such as the threat of restraint, sanctions, or the loss of privileges that the student would otherwise
36 have, used for the purpose of keeping the student from leaving the area of seclusion.

37
38 **Aversive Technique:** Physical, emotional, or mental distress as a method of redirecting or
39 controlling behavior including by not limited to corporal punishment.

40	<u>Cross Reference:</u>	<u>Policy 2158</u>	<u>Parental and Family Engagement</u>
41		<u>Policy 3431</u>	<u>Emergency Treatment</u>
42		<u>Policy 3310P</u>	<u>Risk Assessments</u>
43		<u>Policy 3410</u>	<u>Student Health</u>

44	<u>Legal Reference:</u>	<u>37.111.825 ARM</u>	<u>Health Supervision and Maintenance</u>
45		<u>§ 40-6-701, MCA</u>	<u>Parental Rights</u>

Academic Honesty and Responsible Use of Resources

The Board of Trustees believes that academic honesty and personal integrity are fundamental components of a student's education and character development. The Board expects that students will not engage in acts of academic dishonesty.

Academic dishonesty is defined as a breach of standards of academic integrity may include but is not limited to plagiarism, collusion, falsifying academic records, and any other act designed to give unfair academic advantage to the student. Such a breach of standards may also include any attempt to deceive or mislead a teacher in arriving at an honest evaluation of learning. This includes aiding other students in acts of academic dishonesty and using programmable calculations, artificial intelligence or other technology in a manner not specified or authorized by the teacher. The act of knowingly and intentionally presenting materials, work, or concepts taken from sources of another person, publication, or program as one's own work product without appropriate documentation, teacher authorization, or citation is also considered to be academic dishonesty.

Students, parents/guardians, staff, and administrators shall be responsible for creating and maintaining a positive school climate that encourages honesty. It is the intent of the Board and the District that academic dishonesty be dealt with consistently and effectively in a manner aimed at addressing the specific incident, as well as changing the student's future behavior.

Engaging in any type of academic dishonesty will result in consequences consistent with District Policy 3300, 3310, and the Student Handbook.

This policy does not prohibit use of technology, artificial intelligence, sources, or techniques authorized by the classroom teacher as part of training or educational coursework in responsible and appropriate manner consistent the curriculum or lesson plan. Violation of classroom teacher directive or exceeding the scope of the classroom teacher's permission to utilize technology, sources, or techniques may be considered a violation of the policy. Teachers are encouraged to incorporate responsible use of technology into coursework consistent with the District's acceptable use protocols at Policy 3540 and explain appropriate use for specific assignments in a consistent manner.

1 **School District**

2
3 **STUDENTS**

3410

4
5 Student Health/Physical Screenings/Examinations

6
7 The Board may arrange each year for health services to be provided to all students. Such services
8 may include but not be limited to:

- 9
- 10 1. Development of procedures at each building for isolation and temporary care of students who
- 11 become ill during the school day;
- 12 2. Consulting services of a qualified specialist for staff, students, and parents;
- 13 3. Vision and hearing screening;
- 14 4. Scoliosis screening;
- 15 5. Any physical or mental health services, examination, or screening;
- 16 6. Immunization as provided by the Department of Public Health and Human Services.
- 17

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

20
21 The District will not conduct physical examinations of a student or health services without parental
22 consent to do so or by court order, unless the health or safety of the student or others is in question
23 during an emergency situation consistent with District Policy 3431. Further, parents will be notified
24 of the specific or approximate dates during the school year when screening administered by the
25 District is conducted as well as notification of requirements of the District’s policy on physical
26 examinations and screening of students, at least annually at the beginning of the school year and
27 within a reasonable period of time after any substantive change in the policy, which is:

- 28
- 29 1. Required as a condition of attendance.
- 30 2. Administered by the school and scheduled by the school in advance.
- 31 3. Not necessary to protect the immediate health and safety of the student or other students.
- 32

33 Parents or eligible students will be given the opportunity to ~~opt-out~~ consent to ~~of~~ the above-described
34 screenings.

35
36 Students who wish to participate in certain extracurricular activities may be required to submit to a
37 physical examination to verify their ability to participate in the activity. Students participating in
38 activities governed by the Montana High School Association will be required to follow the rules of
39 that organization, as well as other applicable District policies, rules, and regulations.

41 <u>Cross Reference:</u>	<u>Policy 2158</u>	<u>Parental and Family Engagement</u>
42	<u>Policy 3305</u>	<u>Seclusion and Restraint</u>
43	<u>Policy 3310P</u>	<u>Risk Assessments</u>
44	<u>Policy 3431</u>	<u>Emergency Treatment</u>

45		
46 <u>Legal Reference:</u>	<u>§ 40-6-701, MCA</u>	<u>Parental Rights</u>
47	<u>§ 20-3-324(20), MCA</u>	<u>Powers and duties</u>
48	<u>20 U.S.C. 1232h(b)</u>	<u>General Provisions Concerning Education</u>

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

Religious Exemption Statement

Form HES 113
Montana Schools



For questions, contact the Montana Immunization Program at (406) 444-5580

Student's Full Name

Birth Date

Age

Sex

School: _____

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

Street address and city: _____

Telephone: _____

I, the undersigned, swear or affirm under oath that immunization against the following is contrary to my religious tenets and practices:

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

I also understand that:

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

Signature: _____ Date: _____

Policy 3410F – Medical Exam Notice

Dear Parent/Guardian,

The _____ School District is providing notice required under the provisions of District Policies 2132, 2158, and 3410 and Title 40, Chapter 6, Part 7, MCA. Copies of these provisions are available upon request. This notice is being provided to inform you of a medical exam which will be provided at the school for students whose parents who provide written consent.

Notice of Your Rights

This notice is intended to inform parents that the following medical examination will be provided at the school: _____ . This examination will be provided on _____ at _____ in _____ .

As a parent/guardian of a student, you have the right to authorize your child to attend or receive the examination in accordance with Montana law and District policy by completing, signing, and submitting the attached form prior to the date identified in the above notice.

Medical Exam Consent Form

A family who wants their student to receive a medical exam offered at the school may provide consent to such examination by completing this form.

I, _____, Parent or Guardian of, _____ a student enrolled at _____ School District, request my student receive a medical exam for _____ to be held on _____. This request will be handled in a manner consistent with the methods identified by the School District as specified in District Policies 2132, 2158, and 3410 and Title 40, Chapter 6, Part 7, MCA. The results of the examination will provided to the parent.

I understand my student will attend the identified examination or event where the above noted service occurs. I also understand my student will receive any services from school district staff regarding the identified examination that may include but are not limited to individual services from teachers, librarians, nurses, county officials, physicians or counselors related to the identified examination. I agree to accept responsibility for my student’s participation in the examination. Participation is strictly voluntary.

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

I acknowledge I have received notification of my rights in this area under District Policies 2132, 2158, and 3410 and Title 40, Chapter 6, Part 7, MCA, and have been provided an opportunity to review related information and materials on this topic.

I provide consent for my student receive the examination described above at the _____ School District.

Parent

Date

Received by:

School Official

Date

2
3 **STUDENTS**

4
5 Emergency Treatment

6
7 The Board recognizes that schools are responsible for providing first aid or emergency treatment
8 to a student in case of sudden illness, episode, or injury; however, further medical attention is the
9 responsibility of a parent or guardian.

10
11 The District requires that every parent or guardian provide a telephone number where a parent or
12 designee of a parent may be reached in case of an emergency.

13
14 When a student is injured, staff will provide immediate care and attention until relieved by a
15 superior, a nurse, or a doctor. The District will employ its normal procedures to address medical
16 emergencies without regard to the existence of a do not resuscitate (DNR) request. A principal
17 or designated staff member will immediately call a parent or parental designee so that the parent
18 may arrange for care or treatment of an injured student.

19
20 When a student develops symptoms of illness while at school, a responsible school official will
21 do the following:

22
23 Isolate the student from other children to a room or area segregated for that purpose;

24
25 Inform a parent or guardian as soon as possible about the illness and request the parent or
26 guardian pick up the child; and

27
28 Report each case of suspected communicable disease the same day by telephone to a
29 local health authority or as soon as possible thereafter if a health authority cannot be
30 reached the same day.

31
32 When a student exhibits behaviors or conduct of a nature that creates concern for the student's
33 safety or the safety of others, a responsible school official will isolate the student from other
34 children to a room or area segregated for that purpose. School officials may also utilize
35 techniques and strategies available under Policy 3305 and Policy 3310P.

36
37 Inform a parent or guardian as soon as possible about the illness and request the parent or
38 guardian to pick up the child;

39
40 When a parent or guardian cannot be reached, and it is the judgment of a principal or other
41 person in charge that immediate medical attention is required, an injured student may be taken
42 directly to a hospital. Once located, a parent or a guardian is responsible for continuing
43 treatment or for making other arrangements.

44
45 Cross Reference: Policy 2158 Parental and Family Engagement

1	<u>Policy 3305</u>	<u>Seclusion and Restraint</u>
2	<u>Policy 3310P</u>	<u>Risk Assessments</u>
3	<u>Policy 3410</u>	<u>Student Health</u>
4		
5	Legal Reference: 37.111.825 ARM	Health Supervision and Maintenance
6	§ 40-6-701, MCA	Parental Rights
7	§ 20-3-324(20), MCA	Powers and duties
8	20 U.S.C. 1232h(b)	General Provisions Concerning Education
9		

10

11 Policy History:

12 Adopted on:

13 Reviewed on:

14 Revised on:

1 _____ School District

2
3 **STUDENTS**

3600F1
page 1 of 4

4
5 Student Records

6
7 Notification to Parents and Students of Rights Concerning a Student's School Records

8
9 *This notification may be distributed by any means likely to reach the parent(s)/guardian(s).*

10
11 The District will maintain two (2) sets of school records for each student: a permanent record
12 and a cumulative record. The permanent record will include:

- 13 Basic identifying information including name
- 14 Academic work completed (transcripts)
- 15 Level of achievement (grades, standardized achievement tests)
- 16 Immunization records (per § 20-5-506, MCA)
- 17 Attendance record
- 18 Statewide student identifier assigned by the Office of Public Instruction
- 19 Record of any disciplinary action taken against the student, which is educationally related

20
21
22 The cumulative record may include:

- 23 Intelligence and aptitude scores
- 24 Health and Psychological reports
- 25 Participation in extracurricular activities
- 26 Honors and awards
- 27 Teacher anecdotal records
- 28 Verified reports or information from non-educational persons
- 29 Verified information of clear relevance to the student's education
- 30 Information pertaining to release of this record
- 31 Disciplinary information

32
33
34 The Family Educational Rights and Privacy Act (FERPA) affords parents/guardians and students
35 over eighteen (18) years of age ("eligible students") certain rights with respect to the student's
36 education records. They are:

- 37
38 1. **The right to inspect and copy the student's education records, within a reasonable**
39 **time from the day the District receives a request for access.**

40
41 "Eligible" students, who are eighteen (18) years of age or older, have the right to inspect
42 and copy their permanent record. Parents/guardians or "eligible" students should submit
43 to the school principal (or appropriate school official) a written request identifying the
44 record(s) they wish to inspect. The principal will make, within forty-five (45) days,
45 arrangements for access and notify the parent(s)/ guardian(s) or eligible student of the
46 time and place the records may be inspected. The District charges a nominal fee for

1
2
3
4 copying, but no one will be denied their right to copies of their records for inability to pay
5 this cost.
6

7 The rights contained in this section are denied to any person against whom an order of
8 protection has been entered concerning a student.
9

10 **2. The right to request amendment of the student's education records which the**
11 **parent(s)/guardian(s) or eligible student believes are inaccurate, misleading,**
12 **irrelevant, or improper.**
13

14 Parents/guardians or eligible students may ask the District to amend a record they believe
15 is inaccurate, misleading, irrelevant, or improper. They should write the school principal
16 or records custodian, clearly identifying the part of the record they want changed and
17 specify the reason.
18

19 If the District decides not to amend the record as requested by the parent(s)/guardian(s) or
20 eligible student, the District will notify the parent(s)/guardian(s) or eligible student of the
21 decision and advise him or her of their right to a hearing regarding the request for
22 amendment. Additional information regarding the hearing procedures will be provided to
23 the parent(s)/guardian(s) or eligible student when notified of the right to a hearing.
24

25 **3. The right to permit disclosure of personally identifiable information contained in**
26 **the student's education records, except to the extent that FERPA or state law**
27 **authorizes disclosure without consent.**
28

29 Disclosure is permitted without consent to school officials with legitimate educational or
30 administrative interests. A school official is a person employed by the District as an
31 administrator, supervisor, instructor, or support staff member (including health or
32 medical staff and law enforcement unit personnel); a person serving on the Board; a
33 person or company with whom the District has contracted to perform a special task (such
34 as contractors, attorneys, auditors, consultants, or therapists); volunteers; other outside
35 parties to whom an educational agency or institution has outsourced institutional services
36 or functions that it would otherwise use employees to perform; or a parent(s)/guardian(s)
37 or student serving on an official committee, such as a disciplinary or grievance
38 committee, or assisting another school official in performing his or her tasks.
39

40 A school official has a legitimate educational interest if the official needs to review an
41 education record in order to fulfill his or her professional responsibility.
42

43 Upon request, the District discloses education records, without consent, to officials of
44 another school district in which a student has enrolled or intends to enroll, as well as to
45 any person as specifically required by state or federal law. Before information is
46 released to individuals described in this paragraph, the parent(s)/guardian(s) will receive

written notice of the nature and substance of the information and an opportunity to inspect, copy, and challenge such records. The right to challenge school student records does not apply to: (1) academic grades of their child, and (2) references to expulsions or out-of-school suspensions if the challenge is made at the time the student's school student records are forwarded to another school to which the student is transferring.

Disclosure is also permitted without consent to: any person for research, statistical reporting, or planning, provided that no student or parent(s)/guardian(s) can be identified; any person named in a court order; and appropriate persons if the knowledge of such information is necessary to protect the health or safety of the student or other persons.

4. **The right to a copy of any school student record proposed to be destroyed or deleted.**
5. **The right to prohibit the release of directory information concerning the parent's/guardian's child.**

Throughout the school year, the District may release directory information regarding students, limited to:

- Student's name
- Address
- Telephone listing
- Electronic mail address
- Photograph (including electronic version)
- Video and audio recording (including electronic version)
- Date and place of birth
- Major field of study
- Dates of attendance
- Grade level
- Enrollment status (e.g., undergraduate or graduate; full-time or part-time)
- Participation in officially recognized activities and sports
- Weight and height of members of athletic teams
- Degrees
- Honors and awards received
- Most recent educational agency or institution attended

Any parent(s)/guardian(s) or eligible student may prohibit the release of all the above information by delivering written objection to the building principal within ten (10) days of the date of this notice. No directory information will be released within this time period, unless the parent(s)/guardian(s) or eligible student are specifically informed otherwise. When a student transfers, leaves the District, or graduates, the school must continue to honor a decision to opt-out, unless the parent or student rescinds the

1 *decision.*
2
3
4

5 A parent or student 18 years of age or an emancipated student, may not opt out of
6 directory information to prevent the district from disclosing or requiring a student to
7 disclose their name [identifier, institutional email address in a class in which the student
8 is enrolled] or from requiring a student to disclose a student ID card or badge that
9 exhibits information that has been properly designated directory information by the
10 district in this policy.
11

12 6. **The right to request that information not be released to military recruiters and/or**
13 **institutions of higher education.**
14

15 Pursuant to federal law, the District is required to release the names, addresses, and
16 telephone numbers of all high school students to military recruiters and institutions of
17 higher education upon request.
18

19 Parent(s)/guardian(s) or eligible students may request that the District not release this
20 information, and the District will comply with the request.
21

22 7. **The right to file a complaint with the U.S. Department of Education, concerning**
23 **alleged failures by the District to comply with the requirements of FERPA.**
24

25 The name and address of the office that administers FERPA is:
26

27 Family Policy Compliance Office
28 U.S. Department of Education
29 400 Maryland Avenue, SW
30 Washington, DC 20202-4605
31
32

33 **Policy History:**

34 Adopted on:

35 Reviewed on:

36 Revised on:

Student Directory Information Notification

*Please sign and return this form to the school within ten (10) days of the receipt of this form **ONLY** if you do not want directory information about your child disclosed to third parties in accordance with the Family Educational Rights and Privacy Act (FERPA). If we receive no response by that date, we will disclose all student directory information at our discretion and/or in compliance with law.*

_____ *Date*

Dear Parent/Eligible Student:

This document informs you of your right to direct the District to withhold the release of student directory information for _____
Student's Name

Following is a list of items this District considers student directory information.
Please review School District Policy 3600P for complete information.

<ul style="list-style-type: none"> -Student's name -Address -Telephone listing -Electronic mail address -<u>Photographs, Audio, Video</u> -Date and place of birth -Major field of study -Dates of attendance -Grade level 	<ul style="list-style-type: none"> -Enrollment status (e.g., undergraduate or graduate; full-time or part-time) -Participation in officially recognized activities and sports -Weight and height of members of athletic teams -Degrees -Honors and awards received -Most recent educational agency or institution attended
---	--

If you do NOT want directory information provided to any of the following while allow release to other entities, please check the appropriate box. If a form is returned without any box selected, no information will be provided to any entity.

- Institutions of Higher Education, Potential Employers, Armed Forces Recruiters,
- Government Agencies Other

NOTE: If information such as a student's name, grade level, or photograph, and other listed information is to be withheld, the student will not be included in the school's yearbook, program events, and similar School District publications or other statewide programs related to student safety, research, and scholarship. Please review School District Policy 3600P for complete information.

_____ *Parent/Eligible Student's Signature*

_____ *Date*

1 _____ School District

2
3 **STUDENTS**

3600P

4
5 Student Records

6
7 Maintenance of School Student Records

8
9 The District maintains two (2) sets of school records for each student – a permanent record and a
10 cumulative record.

11
12 The permanent record will include:

- 13
- 14 Basic identifying information including name
- 15 Academic work completed (transcripts)
- 16 Level of achievement (grades, standardized achievement tests)
- 17 Immunization records (per § 20-5-406, MCA)
- 18 Attendance record
- 19 Statewide student identifier assigned by the Office of Public Instruction
- 20 Record of any disciplinary action taken against the student, which is educationally related

21
22 Each student’s permanent file, as defined by the board of public education, must be permanently kept in a
23 secure location.

24
25 The cumulative record may include:

- 26
- 27 Intelligence and aptitude scores
- 28 Health and psychological reports
- 29 Participation in extracurricular activities
- 30 Honors and awards
- 31 Teacher anecdotal records
- 32 Verified reports or information from non-educational persons
- 33 Verified information of clear relevance to the student’s education
- 34 Information pertaining to release of this record
- 35 Disciplinary information
- 36 Camera footage only for those students directly involved in the incident

37
38 Information in the permanent record will indicate authorship and date and will be maintained in
39 perpetuity for every student who has been enrolled in the District. Cumulative records will be maintained
40 for eight (8) years after the student graduates or permanently leaves the District. Cumulative records
41 which may be of continued assistance to a student with disabilities, who graduates or permanently
42 withdraws from the District, may, after five (5) years, be transferred to the parents or to the student if the
43 student has succeeded to the rights of the parents.

44
45 The building principal will be responsible for maintenance, retention, or destruction of a student’s
46 permanent or cumulative records, in accordance with District procedure established by the
47 Superintendent.

48
49 Access to Student Records

50
51 The District will grant access to student records as follows:

- 1
2 1. The District or any District employee will not release, disclose, or grant access to information
3 found in any student record except under the conditions set forth in this document.
4
5 2. The parents of a student under eighteen (18) years of age will be entitled to inspect and copy
6 information in the child's school records. Such requests will be made in writing and directed to
7 the records custodian. Access to the records will be granted within fifteen (15) days of the
8 District's receipt of such request. Parents are not entitled to records of other students. If a record
9 contains information about two students, information related to the student of the non-requesting
10 parent will be redacted from the record.
11

12 In situations involving a record containing video footage, a parent of a student whose record
13 contains the footage is allowed to view the footage contained in the record but is not permitted to
14 receive a copy unless the parents of the other involved students provide consent. The footage is
15 not a record of students in the background of the image or not otherwise involved in the
16 underlying matter.
17

18 Where the parents are divorced or separated, both will be permitted to inspect and copy the
19 student's school records, unless a court order indicates otherwise. The District will send copies
20 of the following to both parents at either one's request, unless a court order indicates otherwise:
21

- 22 a. Academic progress reports or records;
23 b. Health reports;
24 c. Notices of parent-teacher conferences;
25 d. School calendars distributed to parents/guardians; and
26 e. Notices about open houses and other major school events, including student-parent
27 interaction.
28

29 A student that attains the age of legal majority is an "eligible student" under FERPA. An eligible
30 student has the right to access and inspect their student records. An eligible student may not
31 prevent their parents from accessing and inspecting their student records if they are a dependent
32 of their parents in accordance with Internal Revenue Service regulations.
33

34 Access will not be granted to the parent or the student to confidential letters and
35 recommendations concerning admission to a post-secondary educational institution, applications
36 for employment, or receipt of an honor or award, if the student has waived his or her right of
37 access after being advised of his or her right to obtain the names of all persons making such
38 confidential letters or statements.
39

- 40 2. The District may grant access to or release information from student records without prior written
41 consent to school officials with a legitimate educational interest in the information. A school
42 official is a person employed by the District in an administrative, supervisory, academic, or
43 support staff position (including, but not limited to administrators, teachers, counselors,
44 paraprofessionals, coaches, and bus drivers), and the board of trustees. A school official may also
45 include a volunteer or contractor not employed by the District but who performs an educational
46 service or function for which the District would otherwise use its own employees and who is
47 under the direct control of the District with respect to the use and maintenance of personally
48 identifying information from education records, or such other third parties under contract with the
49 District to provide professional services related to the District's educational
50 mission, including, but not limited to, attorneys and auditors. A school official has a legitimate
51 educational interest in student education information when the official needs the information in

1 order to fulfill his or her professional responsibilities for the District. Access by school officials
2 to student education information will be restricted to that portion of a student's records necessary
3 for the school official to perform or accomplish their official or professional duties.
4

- 5 4. The District may grant access to or release information from student records without parental
6 consent or notification to any person, for the purpose of research, statistical reporting, or
7 planning, provided that no student or parent can be identified from the information released, and
8 the person to whom the information is released signs an affidavit agreeing to comply with all
9 applicable statutes and rules pertaining to school student records.
10
- 11 5. The District may grant release of a child's education records to child welfare agencies without the
12 prior written consent of the parents.
13
- 14 6. The District will grant access to or release information from a student's records pursuant to a
15 court order.
16
- 17 7. The District will grant access to or release information from any student record, as specifically
18 required by federal or state statute.
19
- 20 8. The District will grant access to or release information from student records to any person
21 possessing a written, dated consent, signed by the parent or eligible student, with particularity as
22 to whom the records may be released, the information or record to be released, and reason for the
23 release. One (1) copy of the consent form will be kept in the records, and one (1) copy will be
24 mailed to the parent or eligible student by the Superintendent. Whenever the District requests
25 consent to release certain records, the records custodian will inform the parent or eligible student
26 of the right to limit such consent to specific portions of information in the records.
27
- 28 9. The District may release student records to the superintendent or an official with similar
29 responsibilities in a school in which the student has enrolled or intends to enroll, upon written
30 request from such official. School officials may also include those listed in #3 above.
31
- 32 10. Prior to release of any records or information under items 5, 6, 7, 8, and 9, above, the District will
33 provide prompt written notice to the parents or eligible student of this intended action. This
34 notification will include a statement concerning the nature and substance of the records to be
35 released and the right to inspect, copy, and challenge the contents.
36
- 37 11. The District may release student records or information in connection with an emergency, without
38 parental consent, if the knowledge of such information is necessary to protect the health or safety
39 of the student or other persons. The records custodian will make this decision, taking into
40 consideration the nature of the emergency, the seriousness of the threat to the health and safety of
41 the student or other persons, the need for such records to meet the emergency, and whether the
42 persons to whom such records are released are in a position to deal with the emergency. The
43 District will notify the parents or eligible student, as soon as possible, of the information released,
44 date of the release, the person, agency, or organization to whom the release was made, and the
45 purpose of the release.
46
- 47 12. The District may disclose, without parental consent, student records or information to the youth
48 court and law enforcement authorities, pertaining to violations of the Montana Youth Court Act
49 or criminal laws by the student.
50
- 51 13. The District will comply with an *ex parte* order requiring it to permit the U.S. Attorney

1 General or designee to have access to a student's school records without notice to or consent of
2 the student's parent(s)/guardian(s).

3
4 14. The District charges a nominal fee for copying information in the student's records. No parent or
5 student will be precluded from copying information because of financial hardship.

6
7 15. A record of all releases of information from student records (including all instances of access
8 granted, whether or not records were copied) will be kept and maintained as part of such records.
9 This record will be maintained for the life of the student record and will be accessible only to the
10 parent or eligible student, records custodian, or other person. The record of release will include:

- 11
12 a. Information released or made accessible.
13 b. Name and signature of the records custodian.
14 c. Name and position of the person obtaining the release or access.
15 d. Date of release or grant of access.
16 e. Copy of any consent to such release.

17
18 Directory Information

19
20 The District may release certain directory information regarding students, except that parents may
21 prohibit such a release. Directory information will be limited to:

- 22
23 Student's name
24 Address
25 Telephone listing
26 Electronic mail address
27 Photograph (including electronic version)
28 Video and audio recording (including electronic version)
29 Date and place of birth
30 Major field of study
31 Dates of attendance
32 Grade level
33 Enrollment status (e.g., undergraduate or graduate; full-time or part-time)
34 Participation in officially recognized activities and sports
35 Weight and height of members of athletic teams
36 Degrees
37 Honors and awards received
38 Most recent educational agency or institution attended
39

40 The notification to parents and students concerning school records will inform them of their right to
41 object to the release of directory information. The School District will specifically include information
42 about the missing children electronic directory photograph repository permitting parents or guardians to
43 choose to have the student's photograph included in the repository for that school year; information about
44 the use of the directory photographs if a student is identified as a missing child; and
45 information about how to request the student's directory photograph be removed from the repository.
46

47 Military Recruiters/Institutions of Higher Education/Government Agencies

48
49 Pursuant to federal law, the District is required to release the names, addresses, and telephone
50 numbers of all high school students to military recruiters and institutions of higher education upon
51 request.

1
2 The Montana Superintendent of Public Instruction may release student information to the Montana
3 Commissioner of Higher Education and Montana Department of Labor and Industry for research purposes
4 after entering into agreement with Commissioner and Department. If the Superintendent of Public
5 Instruction offers a statewide assessment that serves as a college entrance exam, the student's personally
6 identifiable information may be released to colleges, state-contracted testing agencies, and scholarship
7 organizations with student consent.

8
9 The notification to parents and students concerning school records will inform them of their right to
10 object to the release of this information.

11
12 Student Record Challenges

13
14 The District shall give a parent or eligible student, on request, an opportunity for a hearing to challenge
15 content of the student's education records on the grounds that the information contained in the education
16 records is inaccurate, misleading, or in violation of the privacy rights of the student.

17
18 The hearing required by 34 C.F.R. 99.21 must meet, at a minimum, the following requirements:

- 19 • The District shall hold the hearing within a reasonable time after it has received the request for
20 the hearing from the parent or eligible student.
- 21 • The District shall give the parent or eligible student notice of the date, time, and place, reasonably
22 in advance of the hearing.
- 23 • The hearing may be conducted by any individual including an official of the District who does
24 not have direct interest in the outcome of the hearing.
- 25 • The District shall make its decision in writing within a reasonable amount of time after the
26 hearing.
- 27 • The decision must be based solely on the evidence presented at the hearing, and must include a
28 summary of the evidence and the reasons for the decision.

29
30 The parent or eligible student has:

- 31
- 32 • The right to present evidence and to call witnesses;
- 33 • The right to cross-examine witnesses;
- 34 • The right to counsel;
- 35 • The right to a written statement of any decision and the reasons therefor;
- 36

37 The parents may insert a written statement of reasonable length describing their position on disputed
38 information. The school will maintain the statement with the contested part of the record for as long as
39 the record is maintained and will disclose the statement whenever it discloses the portion of the record to
40 which the statement relates.

41

42 Legal Reference:	Family Education Rights and Privacy Act, 20 U.S.C. § 1232g (2011); 34 C.F.R.
43	99 (2011), 34 C.F.R. 99.20-22
44	§ 20-5-201, MCA Duties and sanctions
45	§ 40-4-225, MCA Access to records by parent
46	§ 41-3-201, MCA Reports
47	§ 41-5-215, MCA Youth court and department records – notification of
48	school
49	§ 20-7-104 Transparency and public availability of public school
50	performance data -- reporting-- availability for timely

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use to improve instruction.
§ 20-7-1317 Electronic Photo Repository
Title 40, Chapter 6, Part 7 Rights of Parents
10.55.909, ARM Student records
10.55.910, ARM Student Discipline Records

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

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PERSONNEL

Applicability of Personnel Policies

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

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

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

Professional Development

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

Mentorship and Induction

The Board of Trustees authorizes the District Administrator to collaborate with educational staff of the District to implement a mentorship and induction program within each school in the District consistent with the terms of the District’s integrated strategic action plan and 10.55.723 ARM.

Legal Reference:	§ 39-31-102, MCA	Chapter not limit on legislative authority
	ARM 10.55.701(d)	Board of Trustees
	ARM 10.55.714	Professional Development
	10.55.723 ARM	<u>Integrated Strategic Action Plan</u>

Policy History:

Adopted on:
Reviewed on:
Revised on:

2
3 **PERSONNEL**

5
6 Personal Conduct

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

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

18
19 In accordance with state law, an employee shall not dispense or utilize any information gained
20 from employment with the District, accept gifts or benefits, or participate in business enterprises
21 or employment that creates a conflict of interest with the faithful and impartial discharge of the
22 employee's District duties. An employee shall not perform an official act directly and
23 substantially affecting its economic benefit to a business or other undertaking in which the
24 employee either has a substantial financial interest or is engaged as counsel, consultant,
25 representative, or agent. An employee shall not perform an official act directly and substantially
26 impacting another business or other undertaking which is of economic detriment when the
27 employee has a substantial personal interest in a competing firm or undertaking.

28
29 A District employee, before acting in a manner which might impinge on any fiduciary duty, ~~may~~
30 shall disclose the nature of the private interest which would create a conflict to avoid disruption
31 to District operations. Care should be taken to avoid using or avoid the appearance of using
32 official positions and confidential information for personal advantage or gain. An employee shall
33 not act as an agent or solicitor in the sale or supply of goods or services to a district. An
34 employee shall not use District time, facilities, equipment, supplies, personnel, or funds for the
35 officer's or employee's private business, political, or commercial purposes. Curriculum or
36 materials created within the course of the employee's duties for the District using District
37 resources are considered to be the property of the District.

38
39 An employee shall not assist any person for a fee or other compensation in obtaining a contract,
40 claim, license, or other economic benefit from the District. An employee shall not solicit or
41 accept employment or engage in negotiations or meetings to consider employment, with a person
42 whom the officer or employee regulates in the course of official duties without first giving
43 written notification to the District.

44
45 Further, employees are expected to hold confidential all information deemed not to be for public
46 consumption as determined by state law and Board policy. Employees also will respect the

1 confidentiality of people served in the course of an employee's duties and use information gained
2 in a responsible manner. The Board may discipline, up to and including discharge, any
3 employee who discloses confidential and/or private information learned during the course of the
4 employee's duties or learned as a result of the employee's participation in a closed (executive)
5 session of the Board. Discretion should be used even within the school system's own network of
6 communication and confidential information should only be communicated on a need to know
7 basis. Employees shall not record or cause to be recorded a conversation by use of a hidden
8 electronic or mechanical device which may include any combination of audio or video that
9 reproduces a human conversation without the knowledge of all parties to the conversation.

10
11 Administrators and supervisors may set forth specific rules and regulations governing staff
12 conduct on the job within a particular building.

13 Firearms and Weapons

14
15
16 Employees of the District shall not injure or threaten to injure another person; damage another's
17 property or that of the District; or possess any firearm or other non-firearm weapon on school
18 property at any time.

19
20 For the purposes of this policy, the term "firearm" means (A) any weapon which will or is
21 designed to or may readily be converted to expel a projectile by the action of an explosive; (B)
22 the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any
23 destructive device pursuant to 18 U.S.C. 921 (4). Such term does not include an antique firearm
24 pursuant to 18 U.S.C. 921 (16). For purposes of this policy, "non-firearm weapon" means any
25 object, device, or instrument designed as a weapon or through its use is capable of intimidating
26 threatening or producing bodily harm or which may be used to inflict injury, including but not
27 limited to air guns; pellet guns; BB guns; fake or facsimile weapons; all knives; blades; clubs;
28 metal knuckles; nunchucks; throwing stars; explosives; fireworks; mace or other propellants;
29 stun guns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as
30 a weapon.

31
32 District administrators are authorized to appropriate action, as circumstances warrant, to enforce
33 this section of the policy including but not limited to requesting the assistance of law
34 enforcement in accordance with Montana law.

35
36 For the purposes of this policy, "school property" means within school buildings, in vehicles
37 used for school purposes, or on owned or leased school land or grounds. "Building" specifically
38 means a combination of any materials, whether mobile, portable, or fixed, to form a structure and
39 the related facilities for the use or occupancy by persons or property owned or leased by a local
40 school district that are used for instruction or for student activities as specified in Section 50-60-
41 101(2), MCA and Section 45-8-361, MCA. The term is construed as though followed by the
42 words "or part or parts of a building" and is considered to include all stadiums, bleachers, and
43 other similar outdoor facilities, whether temporary or permanently fixed.

44
45 This section does not apply to a law enforcement officer acting in the officer's official capacity
46 or an individual previously authorized by the Board of Trustees to possess a firearm or weapon

1 in a school building.

2

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

5

6 Cross Reference: Professional Educators of Montana Code of Ethics ,
7 5121 Applicability of Personnel Policies
8 3311 Firearms and Weapons
9 5232 Abused and Neglected Children
10 4332 Conduct on School Property

11

12 Legal Reference: § 20-1-201, MCA School officers not to act as agents
13 Title 2, Chapter 2, Part 1 Standards of Conduct
14 § 39-2-102, MCA What belongs to employer
15 § 45-8-361, MCA Possession or allowing possession of
16 a weapon in a school building
17 § 45-5-501, MCA Definitions
18 § 45-5-502, MCA Sexual Assault
19 ARM 10.55.701(2)(d) Board of Trustees
20 § 45-8-213, MCA Privacy in communications

21

22 Policy History:

23 Adopted on:

24 Reviewed on:

25 Revised on:

1 _____ **School District**

2
3 **PERSONNEL**

5330

4
5 Maternity and Paternity Leave

6
7 The School District’s maternity leave policy covers employees who are not eligible for FMLA
8 leave at Policy 5328. Maternity leave includes only continuous absence immediately prior to
9 adoption, delivery, absence for delivery, and absence for post-delivery recovery, or continuous
10 absence immediately prior to and in the aftermath of miscarriage or other pregnancy-related
11 complications.

12
13 The School District shall not refuse to grant an employee a reasonable leave of absence for
14 pregnancy or require that an employee take a mandatory maternity leave for an unreasonable
15 length of time. The School District has determined that maternity leave shall not exceed _____
16 weeks unless mandated otherwise by the employee’s physician. Employees may use
17 accumulated leave for maternity and paternity leave and upon the expiration of accumulated
18 leave be placed on unpaid leave.

19
20 The School District shall not deny to the employee who is disabled as a result of pregnancy any
21 compensation to which the employee is entitled as a result of the accumulation of disability or
22 leave benefits accrued pursuant to plans maintained by the employer, provided that the employer
23 may require disability as a result of pregnancy to be verified by medical certification that the
24 employee is not able to perform employment duties.

25
26 An employee who has signified her intent to return at the end of her maternity leave of absence
27 shall be reinstated to her original job or an equivalent position with equivalent pay and
28 accumulated seniority, retirement, fringe benefits, and other service credits.

29
30 The School District will review requests for Paternity Leave in accordance with any applicable
31 policy or collective bargaining agreement provision governing use of leave for family purposes.

32
33 Legal Reference: § 49-2-310, MCA Maternity leave – unlawful acts of employers
34 § 49-2-311, MCA Reinstatement to job following pregnancy-related
35 leave of absence
36 Admin. R. Mont. 24.9.1201—1207 Maternity Leave

37
38 Policy History:

39 Adopted on:

40 Reviewed on:

41 Revised on:

1 _____ **School District**

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3 **FINANCIAL MANAGEMENT**

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page 1 of 2

4
5 Purchasing

6
7 Authorization and Control

8
9 The Superintendent is authorized to direct expenditures and purchases within limits of the
10 detailed annual budget for the school year. The Board must approve purchase of capital outlay
11 items, when the aggregate total of a requisition exceeds \$ _____, except the Superintendent
12 shall have the authority to make capital outlay purchases without advance approval when
13 necessary to protect the interests of the District or the health and safety of staff or students. The
14 Superintendent will establish requisition and purchase order procedures to control and maintain
15 proper accounting of expenditure of funds. Staff who obligate the District without proper
16 authorization may be held personally responsible for payment of such obligations.

17
18 Bids and Contracts

19
20 Whenever it is in the interest of the District, the District will execute a contract for any building
21 furnishing, repairing, or other work for the benefit of the District. If the sum of the contract or
22 work exceeds Eighty Thousand Dollars (\$80,000), the District will call for formal bids by issuing
23 public notice as specified in statute. Specifications will be prepared and made available to all
24 vendors interested in submitting a bid. The contract shall be awarded to the lowest responsible
25 bidder, except that the trustees may reject any or all bids as per § 18-4-307, MCA as stated below
26 in the legal reference. The Board, in making a determination as to which vendor is the lowest
27 responsible bidder, will take into consideration not only the amount of each bid, but will also
28 consider the skill, ability, and integrity of a vendor to do faithful, conscientious work and to
29 promptly fulfill the contract according to its letter and spirit. Bidding requirements do not apply
30 to a registered professional engineer, surveyor, real estate appraiser, or registered architect; a
31 physician, dentist, pharmacist, or other medical, dental, or health care provider; an attorney; a
32 consulting actuary; a private investigator licensed by any jurisdiction; a claims adjuster; or an
33 accountant licensed under Title 37, Chapter 50.

34
35 Advertisement for bid must be made once each week for two (2) consecutive weeks, and a
36 second (2nd) publication must be made not less than five (5) or more than twelve (12) days before
37 consideration of bids.

38
39 The Superintendent will establish bidding and contract-awarding procedures. Each bid and
40 procurement procedures completed by the District will comply with applicable
41 nondiscrimination laws. Each vendor or contractor awarded a contract under this policy or any
42 District procurement process shall comply with all applicable nondiscrimination laws. Bid
43 procedures will be waived only as specified in statute. Any contract required to be let for bid
44 shall contain language to the following effect:

1 *In making a determination as to which vendor is the lowest responsible bidder, if*
2 *any, the District will take into consideration not only the pecuniary ability of a*
3 *vendor to perform the contract, but will also consider the skill, ability, and*
4 *integrity of a vendor to do faithful, conscientious work and promptly fulfill the*
5 *contract according to its letter and spirit. References must be provided and will*
6 *be contacted. The District further reserves the right to contact others with whom*
7 *a vendor has conducted business, in addition to those listed as references, in*
8 *determining whether a vendor is the lowest responsible bidder. Additional*
9 *information and/or inquiries into a vendor's skill, ability, and integrity are set*
10 *forth in the bid specifications.*

11
12 Cooperative Purchasing

13
14 The District may enter into cooperative purchasing contracts with one or more districts for
15 procurement of supplies or services. A district participating in a cooperative purchasing group
16 may purchase supplies and services through the group without complying with the provisions of
17 20-9-204(4), MCA if the cooperative purchasing group has a publicly available master list of
18 items available with pricing included and provides an opportunity at least twice yearly for any
19 vendor, including a Montana vendor, to compete, based on a lowest responsible bidder standard,
20 for inclusion of the vendor's supplies and services on the cooperative purchasing group's master
21 list.

22
23
24
25

26 Legal Reference:	§§ 18-1-101, et seq., MCA	Preferences and General Matters
	§§ 18-1-201, et seq., MCA	Bid Security
	§ 18-4-307, MCA	Cancellation of invitations for bids or requests for proposals
	§ 20-9-204, MCA	Conflicts of interests, letting contracts, and calling for bids - exceptions
	§ 20-10-110, MCA	School Bus Purchases – contracts- bids
	<u>Title 30, Chapter 20</u>	<u>Financial Industry Nondiscrimination</u>
	<u>Title 49, Chapter 2, Part3</u>	<u>Prohibited Discriminatory Practices</u>

35
36

37 Policy History:

38 Adopted on:

39 Reviewed on:

40 Revised on:

2
3 **NONINSTRUCTIONAL OPERATIONS**

4
5 Bus Routes and Schedules

6
7 The Superintendent’s designee is responsible for scheduling bus transportation, including
8 determination of routes and bus stops. Such routes are subject to approval of the county
9 transportation committee. The purpose of bus scheduling and routing is to achieve maximum
10 service with a minimum fleet of buses consistent with providing safe and reasonably equal
11 service to all bus students.

12
13 In order to operate the transportation system as safely and efficiently as possible, the following
14 factors shall be considered in establishing bus routes:

- 15
- 16 1. A school bus route shall be established with due consideration of the sum total of local
17 conditions affecting the safety, economic soundness, and convenience of its operation,
18 including road conditions, condition of bridges and culverts, hazardous crossings,
19 presence of railroad tracks and arterial highways, extreme weather conditions and
20 variations, length of route, number of families and children to be serviced, availability of
21 turnaround points, capacity of bus, and related factors.
 - 22
23 2. The District may extend a bus route across another transportation service area, if it is
24 necessary in order to provide transportation to students in the District’s own
25 transportation service area. A district may not transport students from outside its
26 transportation service area.
 - 27
28 3. No school child attending an elementary school shall be required to ride the school bus
29 under average road conditions more than one (1) hour without consent of the child’s
30 parent or guardian.
 - 31
32 4. School bus drivers are encouraged to make recommendations in regard to establishing or
33 changing routes.
 - 34
35 5. Parents should be referred to the Superintendent for any request of change in routes,
36 stops, or schedules.

37
38 The Board reserves the right to change, alter, add, or delete any route at any time such changes
39 are deemed in the best interest of the District, subject to approval by the county transportation
40 committee.

41
42 Bus Stops

43
44 Buses should stop only at designated places approved by school authorities. Exceptions should
45 be made only in cases of emergency and inclement weather conditions.

1 bus stops shall be chosen with safety in mind. Points shall be selected where motorists
2 approaching from either direction will have a clear view of the bus for a distance of at least three
3 hundred (300) to five hundred (500) feet.

4
5 School loading and unloading zones are to be established and marked to provide safe and orderly
6 loading and unloading of students. The principal of each building is responsible for the conduct
7 of students waiting in loading zones.

8
9 The Board of Trustees shall approve all school bus stops requiring a child to cross a roadway.

10
11 Delay in Schedule

12
13 The driver is to notify the administration of a delay in schedule. The administration will notify
14 parents on routes and radio stations, if necessary.

15
16 Responsibilities - Students

17
18 Students must realize that safety is based on group conduct. Talk should be in conversational
19 tones at all times. There should be no shouting or loud talking which may distract the bus driver.
20 There should be no shouting at passersby. Students should instantly obey any command or
21 suggestions from the driver and/or his/her assistants.

22
23 Responsibilities - Parents

24
25 The interest and assistance of each parent is a valued asset to the transportation program.
26 Parents' efforts toward making each bus trip a safe and pleasant experience are requested and
27 appreciated. The following suggestions are only three of the many ways parents can assist:

- 28
29 1. Ensure that students are at the bus stop in sufficient time to efficiently meet the bus.
30 2. Properly prepare children for weather conditions.
31 3. Encourage school bus safety at home. Caution children regarding safe behavior and
32 conduct while riding the school bus.

33
34 Safety

35
36 The Superintendent will develop written rules establishing procedures for bus safety and
37 emergency exit drills and for student conduct while riding buses.

38
39 If the bus and driver are present, the driver is responsible for the safety of his/her passengers,
40 particularly for those who must cross a roadway prior to loading or after leaving the bus. Except
41 in emergencies, no bus driver shall order or allow a student to board or disembark at other than
42 his/her assigned stop unless so authorized by the Superintendent. In order to assure the safety of
43 all, the bus driver may hold students accountable for their conduct during the course of
44 transportation and may recommend corrective action against a student. Bus drivers are expressly
45 prohibited from using corporal punishment.

1 The bus driver is responsible for the use of the warning and stop signaling systems and the
2 consequent protection of his/her passengers. Failure to use the system constitutes negligence on
3 the part of the driver. Each bus shall be equipped with extended stop arms as required by law.

4
5 Inclement Weather

6
7 The Board recognizes the unpredictability and resulting dangers associated with weather in
8 Montana. In the interest of safety and operational efficiency, the Superintendent is empowered
9 to make decisions as to emergency operation of buses, cancellation of bus routes, and closing of
10 school, in accordance with his or her best judgment. The Board may develop guidelines in
11 cooperation with the Superintendent to assist the Superintendent in making such decisions.

12
13 Compliance

14
15 To receive full state/county reimbursement, budgets must have enough funds to cover the costs
16 of any changes to the route. The county transportation committee has authority to establish
17 transportation service areas, should circumstances and/or geography (demographics) warrant.

18
19
20

21	Legal Reference:	§ 20-10-106, MCA	Determination of mileage distances
22		§ 20-10-121, MCA	Duty of trustees to provide transportation – types of
23			transportation – bus riding time limitation
24		§ 20-10-132, MCA	Duties of county transportation committee
25		<u>§ 61-8-351, MCA</u>	<u>Meeting or passing school bus</u>
26		<u>§ 61-9-402, MCA</u>	<u>Audible and visual signals</u>
27		<u>Montana School Bus Standards</u>	

28
29 Policy History:

- 30 Adopted on:
31 Reviewed on:
32 Revised on:

1 _____ **School District**

2

3 **NONINSTRUCTIONAL OPERATIONS**

8125

4

5 School Bus Emergencies

6

7 In the event of an accident or other emergency, the bus driver shall follow the emergency
8 procedures developed by the Superintendent. A copy of the emergency procedures will be
9 located in every bus. To ensure the success of such emergency procedures, every bus driver will
10 conduct an emergency evacuation drill as early as possible within the first two weeks of the first
11 semester and within the first week of the second semester. Students must complete a bus safety
12 drill regardless of whether they regularly ride the bus. The District will conduct such other drills
13 and procedures as may be necessary.

14

15 Legal Reference: Montana School Bus Standards

16

17

18 Policy History:

19 Adopted on:

20 Reviewed on:

21 Revised on:

1 _____ **School District**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8132

4
5 Activity Trips

6
7 Transportation

8
9 The Board authorizes the Superintendent or designee to utilize a passenger vehicle that is
10 designed to transport 8 to 15 passengers and is the size and style of vehicle necessary to meet
11 the needs of the district insured in accordance with the minimum coverage requirements to
12 transport students to and from school sponsored events and activities. Drivers for vehicles under
13 this section shall be licensed as required by state standards for the vehicle in use. The
14 Superintendent or designee is authorized to complete a driving record background check for
15 designated drivers.

16
17 The use of school buses is strictly limited to school activities. Buses may not be loaned or leased
18 to non-school groups, unless permission is specifically granted by the Board. Buses will be
19 operated by a qualified bus driver on all activity runs, and only authorized activity participants,
20 professional staff, and chaperones assigned by the administration may ride the bus.

21
22 A duplicate copy of the passenger list will be made for all activity trips. One (1) copy will
23 remain with the professional staff member in charge on the bus, and one (1) copy will be given
24 to the Secretary before the bus departs.

25
26 Staff shall not use personal vehicles to transport students for any purpose without the
27 documented authorization of the Superintendent or designee.

28
29 Lodging

30
31 Students and staff shall be lodged at safe and suitable hotels or rental properties for all District-
32 approved or sponsored activities, events, and trips. When utilizing a rental property, the premises
33 shall be reviewed by the administration to confirm it is in an appropriate location and that the
34 host/owner does not reside in the property or will otherwise have access to students. Steps shall
35 be taken to ensure students do not engaged in improper conduct including review of the floorplan
36 to ensure separation and placement of supervisors. The rental platform should have terms of
37 service which shall permit the district to cancel or seek redress in the event the property is
38 unsatisfactory or unsafe. Students and staff shall not be lodged in private residences without the
39 authorization of the administration and consent of parents. Any person present in a private
40 residence lodging students and staff shall comply with the provisions of Policy 5430.

41
42 Optional: When practicable, the principal shall take necessary precautions to avoid having
43 students sharing beds in hotel rooms during school sponsored trips. **End Optional Language**
44

1 Optional: The District shall not share hotel rooms with other schools unless there is an executed
2 cooperative or cost-sharing agreement which details behavior expectations and supervisory
3 responsibility for all students within the hotel room. End Optional Language

4
5 Room Assignments

6
7 The District shall promptly notify parents if, and provide the opportunity to consent before, the
8 parent's student would share a room or sleeping quarters with an individual of the opposite sex
9 on a school-sponsored trip. A child whose parent does not provide consent must be permitted to
10 attend the trip and must be provided with reasonable accommodations that do not require the
11 child to share a room or sleeping quarters with an individual of the opposite sex.

12
13 District Policy

14
15 All student and staff policies and procedures will be in effect during District-approved or
16 sponsored activities, events, and trips. Each chaperone present on the activity, trip or event shall
17 comply with Policy 5430 and complete a volunteer agreement form at Policy 5430F. No
18 improper conduct is permitted under any circumstances.

19
20 Legal Reference: Title 40, Chapter 6, Part 7 Rights of Parents

21
22 Policy History:

23 Adopted on:

24 Reviewed on:

25 Revised on:

2
3 **NONINSTRUCTIONAL OPERATIONS**

5 Procurement Policy for School Food Purchases and Use of Federal Funds

6
7 The School District will adhere to the following requirements for any procurement related to food service:

8
9 *Below are samples only and other language can be used, adjusted, or utilized. Please feel free to make*
10 *changes, additions or add any other necessary items to meet the needs of your district.*

11
12 **Purchase Procedures & Thresholds:**

13
14 *Definition/Instructions*

15 ***Micro-Purchase:** Micro-purchases may be awarded without soliciting competitive price or rate*
16 *quotations if the non-Federal entity considers the price to be reasonable. To the maximum extent*
17 *practicable, the non-Federal entity should distribute micro-purchases equitably among qualified*
18 *suppliers. The school district is responsible for determining and documenting an appropriate*
19 *micro-purchase threshold based on internal controls, an evaluation of risk, and its documented*
20 *procurement procedures.*

21 *School districts may use the Federal micro-purchase threshold of up to \$10,000 or may establish*
22 *a higher threshold, up to \$50,000 if the district self-certifies (CFR 200.320 (a)(1)(iv)).*

23
24 **School District’s Established Micro-Purchase threshold (choose one):**

25
26 The School District’s Micro Purchase Threshold is: \$ _____ (up to \$10,000).

27 OR

28 The School District self-certifies a threshold of \$ _____ (up to \$50,000 according to CFR
29 200.320 (a)(1)(iv)) and maintains documentation to be made available to the Federal awarding
30 agency and auditors in accordance with § 200.334. The self-certification must include a
31 justification, clear identification of the threshold, and supporting documentation of any of the
32 following:

- 33 ○ A qualification as a low-risk auditee, in accordance with the criteria in § 200.520 for the most
34 recent audit;
- 35 ○ An annual internal institutional risk assessment to identify, mitigate, and manage financial
36 risks; or,
- 37 ○ For public institutions, a higher threshold consistent with State law.

38
39 *Definition/Instructions*

40 ***Small Purchase:** Informal purchase method for open competitive purchases. For purchases*
41 *higher than the micro-purchase threshold (\$10,000 or SFA’s higher amount if self-certified) but*
42 *does not exceed the simplified acquisition threshold (\$80,000).*

- 43 • *If small purchase procedures are used, price or rate quotations must be obtained from an*
44 *adequate number of qualified sources as determined appropriate by the non-Federal*
45 *entity. Documentation of the procurement process (vendor name, contact method, name*
46 *of person providing price quote, price quoted, date price quote obtained, duration of*
47 *price quote).*

48 **Small Purchases greater than \$ _____ (Instructions: SFA may select up to \$10,000 or up to**
49 **\$50,000 if self-certified) up to \$ _____ (Instructions: SFA may select up to \$80,000).** \$80,000 is
50 the small purchase threshold for the state of Montana per Section 20-9-204, MCA.

- Small purchases will be handled in a fair and equitable manner consistent with district policy on purchasing.
- The District will obtain two or more quotes from qualified sources.
- The District may enter into a cooperative purchasing contract for procurement of supplies with one or more districts or a Cooperative Services Program. This allows the District to participate in a cooperative purchasing group to purchase supplies through the group without bidding if the cooperative purchasing group has a publicly available master list of items available with pricing included and provides an opportunity at least twice yearly for any vendor, including a Montana vendor, to compete, based on a lowest responsible bidder standard.

Definition/Instructions

Formal Purchase: If the aggregate amount exceeds eighty thousand dollars (\$80,000), the contract must be awarded through a formal bid process and a call for bids or request for proposals shall be published according to 20-9-204, MCA. No contract shall be divided for the purpose of avoiding the formal procurement process.

Formal Purchases greater than \$ _____ (SFA may select up to \$80,000):

- If the aggregate amount exceeds eighty thousand dollars (\$80,000), the contract must be awarded through a formal bid process and a call for bids or request for proposals shall be published according to 20-9-204, MCA. No contract shall be divided for the purpose of avoiding the formal procurement process.
- The District may enter into a cooperative purchasing contract for procurement of supplies with one or more districts or a Cooperative Services Program. This allows the District to participate in a cooperative purchasing group to purchase supplies through the group without bidding if the cooperative purchasing group has a publicly available master list of items available with pricing included and provides an opportunity at least twice yearly for any vendor, including a Montana vendor, to compete, based on a lowest responsible bidder standard.

Bid Specifications: (OPTIONAL)

The School District contracts will not be awarded to any potential vendors who write any of the bid specifications, the solicitation documents, or any of the contract language. The district must take care that any bids for services and supplies are written in the broadest possible terms to allow for participation by the largest number of potential vendors.

Identical bid specifications and/or request for proposals will be provided to all potential vendors.

Geographic Preference: (OPTIONAL)

No Geographic Preference (advantage based on location) is allowed with federal funds except for documented Farm to School (Farm to Plate) efforts. Therefore, as part of Farm to School may choose to apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products only.

Buy American:

The District will adhere to “Buy American” for the food service program 7 CFR 210.21(d). Therefore, Food Service is required to purchase, to the maximum extent possible, domestic products for use in meals

1 served in our Child Nutrition Program. There are two limited exceptions when non-domestic foods
2 may be purchased. These exceptions are determined by the SFA:

- 3 • The food or food product is not produced or manufactured in the United States in sufficient and
4 reasonably available quantities of a satisfactory quality; or
- 5 • Competitive bids reveal the cost of a United States food or food product is significantly higher
6 than the nondomestic product--Food preferences can only be met with foreign goods.
- 7 • SFA must document exceptions and keep records.

8
9 **Contracting with small and minority businesses, women's business enterprises, and labor surplus**
10 **area firms. 2 CFR 200.321(a):**

- 11 • The non-Federal entity must take all necessary affirmative steps to assure that minority
12 businesses, women's business enterprises, and labor surplus area firms are used when possible.

13
14 **Standards of Conduct for District Employees:**

- 15 • The School District maintains the following code of conduct for any employees engaged in award
16 and administration of contracts supported by Federal Funds:
17
- 18 • No District employee will engage in any procurement when there is a conflict of interest, real or
19 perceived, and District employees cannot solicit or accept any gratuities, favors or anything of
20 monetary value from prospective vendors. This shall not preclude district personnel from serving
21 on boards or participating in organizations that support the district's need to obtain quality
22 services and supplies.
23
- 24 • No District employee shall participate in the selection, award or administration of a contract when
25 any of the following persons have a financial interest in the firm selected for award:
 - 26 ○ The employee
 - 27 ○ Any member of his/her immediate family
 - 28 ○ People with whom there is an intimate personal relationship
 - 29 ○ An organization which employs or is about to employ any of the above
- 30
- 31 • The District would like all employees to behave with the utmost integrity and never be self-
32 serving, be fair in all aspects of the procurement process, be alert to conflicts of interest, and
33 avoid any compromising situations.
34
- 35 • Employees found to be in violation of this policy are subject to disciplinary action, up to and
36 including termination.

37
38
39
40 Policy History

41 Adopted on:

42 Reviewed on:

43 Revised on: