

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

NOTICE OF REGULAR SCHOOL BOARD MEETING
Tuesday--June 16, 2020, 6:30 PM

PREVIEW BILLS.....6:15 PM
CALL TO ORDER.....6:30 PM

ROLL CALL

- 01. Action, establish quorum

RECOGNITION OF VISITORS

- 02.

APPROVE AGENDA

- 03. Action, approve agenda

PUBLIC COMMENT FOR AGENDA ITEMS

- 04.

MINUTES OF PREVIOUS MEETINGS

- 05. Action, approve minutes from the following meeting(s)
 - a. May 19, 2020 (Curriculum Committee Meeting)
 - b. May 19, 2020 (Regular Board Meeting)
 - c. June 3, 2020 (Special Board Meeting)

FINANCE REPORT

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

REPORTS

- 07. Information, Student Representative Report
- 08. Information, Teacher Report
- 09. Information, Activities Director Report
- 10. Information, Technology Systems Administrator Report
- 11. Information, Principal Report
- 12. Information, District Clerk Report
- 13. Information, Superintendent Report

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

Mission

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

UNFINISHED BUSINESS

14. Action, 2020-2021 MHSA Activities

NEW BUSINESS

15. Action, 2020 Summer Custodial Staff
16. Action, 2020-2021 Classified Staff Contract(s) - Custodian
17. Action, Budget Amendment Resolution
18. Action, 2020-2021 Extra-Curricular Staff Contact(s)
 - a. High School Golf Head Coach
 - b. High School Track Head Coach
 - c. High School Speech & Drama Assistant Coach(es)
 - d. Junior High Football Assistant Coach
 - e. Student Council Advisor
 - f. Senior Class Advisor
 - g. Junior Class Advisor
 - h. Sophomore Class Advisor
 - i. Freshmen Class Advisor
 - j. 8th Grade Class Advisor
 - k. 7th Grade Class Advisor
 - l. Annual Advisor
 - m. National Honor Society Advisor
 - n. Title IX Coordinator
 - o. Drug & Alcohol Coordinator
 - p. BPA Advisor
 - q. FFA Advisor
 - r. JMG Advisor
 - s. Indian Club
 - t. Band
 - u. Choir
 - v. Activities Director
19. Action, Graduation Date – May 2021
20. Action, Surveillance Camera Server, Software, and Equipment
21. Action, Impact Aid Policy 1-04-115 – 1st Reading
22. Action, Board Policy Manual Update – 1st Reading
 - a. Section 1000 (Trustees)
 - b. Section 4000 (Community Relations)
 - c. Section 6000 (Administration)
23. Action, 2020-2021 Nemont TV Contract Renewal

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

Mission

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

NEW BUSINESS (continued)

- 24. Action, NFHS Camera Purchase and Agreement
- 25. Action, Disposal of Property – Computers
- 26. Action, High School Football Uniform Purchase
- 27. Action, Student Insurance Policy – Gerber Life

PUBLIC COMMENT FOR NON-AGENDA ITEMS

28.

REPORTS (Continued)

- 29. Information, Trustees Reports/Requests.

DATE/TIME FOR NEXT MEETING

- | | | |
|-----|--------------------------------------|-------------------------|
| 30. | Date: Tuesday, July 21 st | Time: 6:30 p.m. |
| | Potential Conflicts: None | Suggested Changes: None |

ADJOURNMENT

- 31. Time of adjournment: _____

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

Mission

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

Public Comment

(Agenda Items)

The Culbertson School Board of Trustees would like to encourage public comment on any agenda item during the time that it is presented. If any visitor has any particular agenda item or items on which to comment prior to a vote, we would ask that you please raise your hand if you are in the audience or contact us via text or email if you are viewing this meeting on Facebook Live.

Thank you.

SCHOOL BOARD MINUTES
COMMITTEE MEETING
May 19, 2020
Tuesday – 6:00 p.m.

The Curriculum Committee met on May 19, 2020 at 6:01 p.m. Trustees present were: Paul Finnicum, Luke Anderson, and Mark Colvin. Representatives were: Larry Crowder, Mike Olson and Lora Finnicum.

Visitors were recognized. Notice for public comment given. The recommendations for new science curriculums were presented. K-2 would continue to use existing, 3-5 grades would propose STEMscopes, and 6-8 grades would propose Pearson Interactive curriculums. K-2 would supplement as needed and 3-5 grades would request print materials for the first year. HS would propose Glencoe Biology and Earth Science with using current curriculum for the remaining elective courses. National standards were just upgraded and all curriculums adhere to the standards which should assist in preparing students for college and testing. Six curriculum options were reviewed. Committee would recommend the proposed curriculums. Meeting adjourned at 6:10 p.m.

Chairman of the Board



Clerk

SCHOOL BOARD MINUTES
REGULAR MEETING
May 19, 2020
Tuesday – 6:30 p.m.

The Board met in regular session and Facebook Live on Tuesday, May 19, 2020, at 6:30 p.m. Trustees present were: Chair Paul Finnicum, Luke Anderson, Eric Bergum, and Mark Colvin. Representatives were: Larry Crowder, Mike Olson, and Lora Finnicum. Visitors were recognized.

Mark Colvin made motion to approve the agenda. Eric Bergum seconded motion. Motion carries unanimously. Notice for public comment given.

School election results were canvassed: For Three-Year Trustee Luke Anderson 199, Eric Bergum 185, DJ Hauge 57, Ian Walker 50, spoiled 2. Mark Colvin made motion to validate the election results. Luke Anderson seconded motion. Motion carries unanimously. Newly elected trustees Luke Anderson and Eric Bergum were sworn in. Chair calls for reorganization of the Board. Luke Anderson made nomination for Paul Finnicum as Chair. No further nominations were received. Eric Bergum made nomination for Luke Anderson as Vice-Chair. No further nominations were received. Luke Anderson made motion to appoint Lora Finnicum as District Clerk. Eric Bergum seconded motion. Motion carries unanimously.

Mark Colvin made motion to approve the minutes of April 21st (regular board) and April 28, 2020 (special board) meeting(s). Luke Anderson seconded motion. Motion carries unanimously.

Luke Anderson made motion to pay the May bills, approve investments, note cash and extra-curricular balances. Eric Bergum seconded motion. Motion carries unanimously.

Payroll Warrants	1 to 130
Claims Warrants	1 to 56

Reports were presented. Appreciation expressed to administration, staff, students and parents for making the school closure transition successful. Some JH football helmets may have to be purchased depending on the re-conditioning status. Helmets now must be re-conditioned every 2 years with a 10-year limit. Northstar is scheduled for on-site work in June to switch out the old servers. Congratulations were given to Mike Olson as Regional Principal of the Year and Larry Crowder as Regional Superintendent of the Year. District warrants have been re-ordered with new numbers due to Western Bank transitioning to Opportunity Bank. Opportunity Bank will be providing a \$200 credit to offset costs. Strategic planning and policy revisions will hopefully resume after travel limitations have been lifted.

Luke Anderson made motion to adopt Policy 2-03-900.1 Extra-Curricular Stipends. Eric Bergum seconded motion. Comment received regarding the disparity in amounts of the stipend in relation to advisor stipends. Motion carries unanimously.

Mark Colvin made motion to hire Julie Gregory as custodian for the remainder of the 2019-2020 year and Nicholas Wilson for summer help. Luke Anderson seconded motion. Motion carries unanimously.

SCHOOL BOARD MINUTES
REGULAR MEETING
May 19, 2020
Tuesday – 6:30 p.m.

Eric Bergum made motion to offer 2020-2021 classified contracts to April Deen, Title I Aide; Paula Dehner, Aide; Keri Flynn, Cook's Helper; Teri George, Head Cook; Julie Gregory, Custodian; Keri Hauenstein, JOM/Title VI Home/School Coordinator; Norine Haugland, Custodial Director; Mike Jasper, Custodian; Amy Jones, Cook's Helper; Stacy Kats, Cook's Helper; Francis LaBounty, Custodian; Jennifer Lambert, Title I Aide; Rhonda Larsen, School Secretary; Mary Machart, JMG Coordinator; Sande Marchwick-Wix, Sped Aide; Kira Menz, Custodian; Maria Nunez, Aide; Austin Oelkers, Maintenance Director; Kaylynn Raaum, Activities Secretary/Assistant Clerk; Tessa Rumsey, Sped One-on-One Aide; Tanner Steinbrecher, Custodian; Candy Thorpe, Custodian; and Samantha Wilson, Sped Aide. Mark Colvin seconded motion. Motion carries unanimously.

Mark Colvin made motion to offer extra-curricular contracts to Terri Sansaver, E/J Cross Country Head Coach; Tessa Rumsey, JH Volleyball Head Coach; Janelle Ator, JH Volleyball Assistant Coach; Rhonda Seitz, HS Volleyball Assistant Coach; Dave Murray, JH Football Head Coach; Austin Oelkers, JH Football Assistant Coach; Jonathon Hilde, HS Football Assistant Coach; Dave Helmer, HS Football Assistant Coach; Barry Bighorn and Ron Shanks, HS Boys' Basketball Assistant Coaches; and DJ Hauge and Sabrina Labatte, HS Girls' Basketball Assistant Coaches. Luke Anderson seconded motion. An additional JH football coach may need to be hired due to numbers. Motion carries unanimously.

Mark Colvin made motion to renew the Multi-District Agreement between the Culbertson Elementary School and Culbertson High School for Fiscal Years 2020-2023. Eric Bergum seconded motion. Motion carries unanimously.

Mark Colvin made motion to renew the Roose-Valley Special Education Cooperative membership for 2020-2021. Eric Bergum seconded motion. Motion carries unanimously.

Eric Bergum made motion to renew the Montana School Boards Association membership for 2020-2021. Mark Colvin seconded motion. Motion carries unanimously.

Luke Anderson made motion to renew the Montana Cooperative Services membership for 2020-2021. Eric Bergum seconded motion. Motion carries unanimously.

Mark Colvin made motion to renew Montana Rural Education Association membership for 2020-2021. Luke Anderson seconded motion. Motion carries unanimously.

Eric Bergum made motion to renew Montana Quality Education Coalition membership for 2020-2021. Luke Anderson seconded motion. Motion carries unanimously.

Mark Colvin made motion to renew MSGIA Worker's Compensation coverage for 2020-2021, with a two-year commitment. Luke Anderson seconded motion. Motion carries unanimously.

Mark Colvin made motion to renew MSGIA Property & Liability coverage for 2020-2021. Luke Anderson seconded motion. Motion carries unanimously.

SCHOOL BOARD MINUTES

REGULAR MEETING

May 19, 2020

Tuesday – 6:30 p.m.

MSHA application was presented. Request was made for girls' wrestling; however, we would need to offer an additional boys activity for equality. An interest survey would be conducted to determine the feasibility of adding additional activities. The application would be tabled until June.

Technology Committee met to review the 2020-2021 Tech Budget. Eric Bergum made motion to approve the budget as presented. Luke Anderson seconded motion. Motion carries unanimously.

Curriculum Committee met to review the science curriculum. Mark Colvin made motion to approve the curriculum as presented with purchases from Glencoe for HS Science, STEMscope for 3-5th grades, and Pearson Interactive for 6-8th grades. Existing curriculum would be used for the remaining classes. Luke Anderson seconded motion. Motion carries unanimously.

Luke Anderson made motion to approve the voided payroll warrant #52925 and re-issue. Mark Colvin seconded motion. Motion carries unanimously.

Luke Anderson made motion to approve the budget amendment proclamation in the elementary general fund for \$315,450 and in the high school general fund for \$135,512. Eric Bergum seconded motion. Motion carries unanimously.

Board discussed public access to the weight room and Old Armory. The governor provided new guidelines for re-opening facilities after June 1st. Mark Colvin made motion to provide public access after June 1st according to the governors' guidelines. Eric Bergum seconded motion. Motion carries unanimously.

Mark Colvin made motion to approve the closure of student activity account Class of 2019. Eric Bergum seconded motion. No money remains in the account. Motion carries unanimously.

Board assignments were discussed. Paul Finnicum would replace Gy Salvevold on the Athletic Committee and Gy Salvevold would replace Paul Finnicum on the Policy Committee. All other assignments would remain the same.

Notice was given for public comment for non-agenda items. Mr. Olson stated that students would still like consideration for a prom. Prom would need to wait until after Phase 3 of the re-opening process, with all school rules being applicable. Next regular meeting scheduled for June 16, 2020 at 6:30 p.m. Eric Bergum made motion to adjourn. Luke Anderson seconded motion. Motion carries unanimously. Meeting adjourned at 7:22 p.m.

Chairman of the Board



Clerk

SCHOOL BOARD MINUTES
SPECIAL MEETING
June 3, 2020
Wednesday – 7:00 a.m.

The Board met in special session on Wednesday, June 3, 2020, at 7:01 a.m. Trustees present were: Vice-Chair Luke Anderson, Eric Bergum, and Mark Colvin. Representatives were: Larry Crowder and Lora Finnicum.

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

Mark Colvin made motion to accept the resignation letter from David Murray and release from 2020-2021 contract. Eric Bergum seconded motion. Motion carries unanimously.

Mark Colvin made motion to re-assign Tiffany Nielsen from 6th Grade to JH Science/Social Studies for 2020-2021. Eric Bergum seconded motion. Motion carries unanimously.

Eric Bergum made motion to hire Mark Pederson for 6th Grade Teacher for 2020-2021, pending successful background check. Mark Colvin seconded motion. Motion carries unanimously.

Mark Colvin made motion to offer Mark Pederson the JH Football Head Coach, JH Boys' Basketball Head Coach, and the EL Boys' Basketball Head Coach contracts for 2020-2021. Eric Bergum seconded motion. Motion carries unanimously.

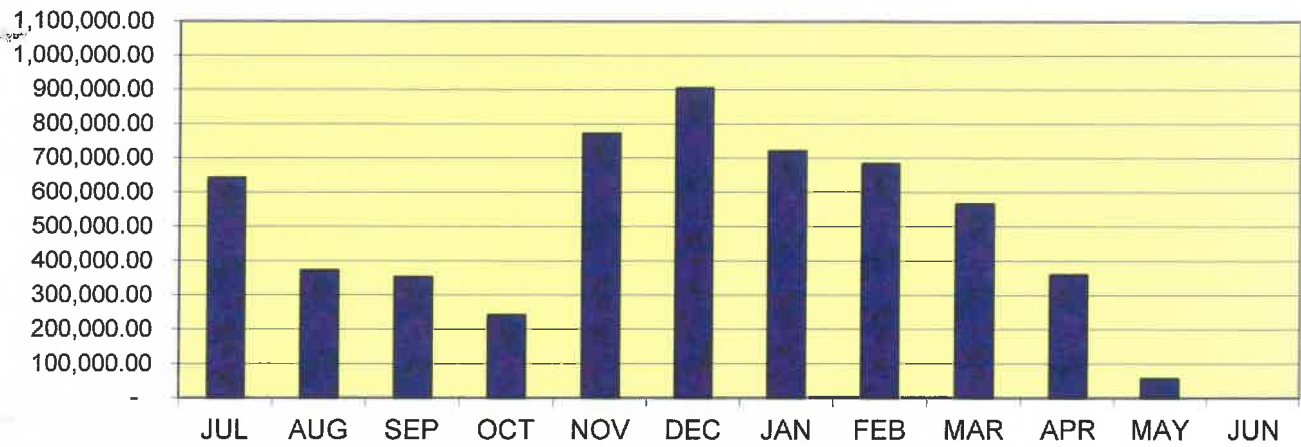
Notice for public comment given on non-agenda items. Eric Bergum made motion to adjourn. Mark Colvin seconded motion. Motion carries unanimously. Meeting adjourned at 7:05 a.m.

Chairman of the Board

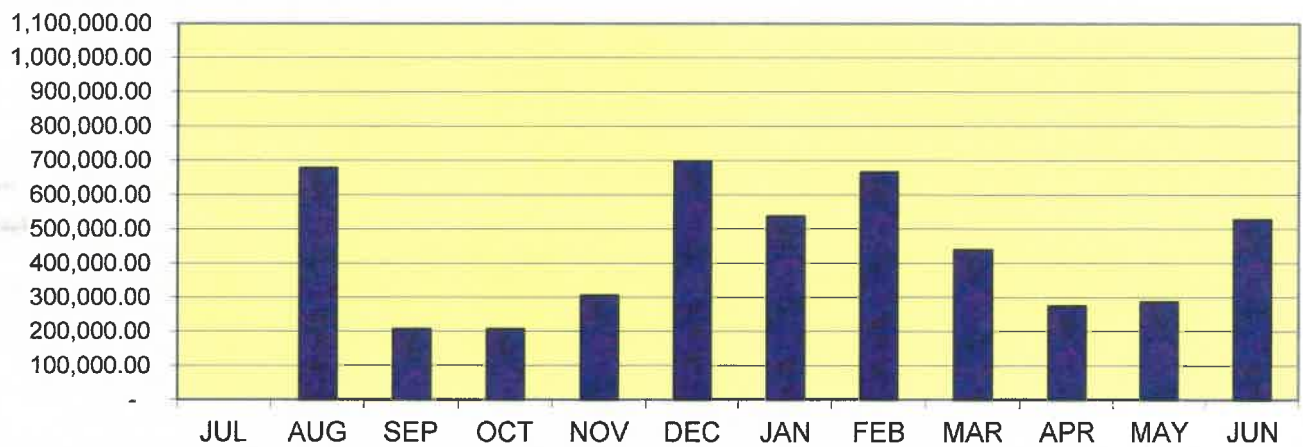

Clerk

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
2011												
101 General	-	-	-	-	88,659.00	130,578.00	2,016.00	28,859.00	-	-	-	-
110 Transport	7,813.00	-	-	-	-	9,129.00	90,599.00	76,640.00	-	-	-	-
114 Retirement	-	-	-	-	-	-	11,691.00	-	-	-	-	-
115 Misc Fed	-	-	-	-	-	-	-	-	-	-	-	-
117 Adult Ed	8,897.00	-	-	-	-	9,512.00	9,384.00	8,866.00	-	-	-	-
121 Comp Abs	11,920.00	-	-	-	-	-	13,908.00	13,716.00	-	-	-	-
126 Impact Aid	1,949.00	-	-	-	-	-	-	-	-	-	-	-
128 Technology	-	-	-	-	-	1.00	1.00	1.00	-	-	-	-
129 Flex	-	-	-	-	-	-	-	-	-	-	-	-
182 Interlocal	315,911.00	242,258.00	203,086.00	193,709.00	294,350.00	240,582.00	206,030.00	220,521.00	239,069.00	161,265.00	-	-
201 General	-	-	-	-	-	11,703.00	-	-	-	-	-	-
210 Transport	29,704.00	-	-	-	63,156.00	133,670.00	59,499.00	51,026.00	38,981.00	-	-	-
212 Hot Lunch	4,752.00	-	-	-	-	13,051.00	10,976.00	11,378.00	10,001.00	-	-	-
214 Retirement	83,857.00	-	-	-	105,068.00	143,022.00	107,018.00	143,079.00	131,068.00	-	-	-
215 Misc Fed	-	-	-	-	-	-	-	-	-	-	-	-
217 Adult Ed	10,053.00	-	-	-	10,492.00	10,116.00	9,806.00	9,226.00	7,467.00	-	-	-
218 Drivers Ed	1,513.00	-	-	-	2,489.00	2,489.00	2,490.00	2,298.00	2,059.00	789.00	-	-
221 Comp Abs	11,969.00	5,305.00	-	-	11,974.00	11,974.00	11,976.00	11,980.00	11,791.00	11,578.00	-	-
226 Impact Aid	40.00	-	-	-	-	-	-	-	26,060.00	4.00	-	-
228 Technology	-	-	-	-	-	-	-	-	-	-	-	-
229 Flex	2.00	-	-	-	2.00	2.00	2.00	2.00	2.00	2.00	-	-
281 Endow	153,929.00	125,000.00	150,000.00	48,928.00	195,846.00	189,715.00	185,893.00	106,470.00	100,063.00	186,026.00	57,668.00	-
TOTAL	642,309.00	372,563.00	353,086.00	242,637.00	772,036.00	905,544.00	721,289.00	684,062.00	566,561.00	359,664.00	57,668.00	-
2012												
101 General	-	-	-	-	-	93,446.00	72,439.00	174,830.00	47,673.00	-	-	-
110 Transport	-	-	-	-	-	44,579.00	16,383.00	7,081.00	19,300.00	-	-	19,575.00
114 Retirement	-	-	-	-	-	31,328.00	-	-	-	-	-	111,732.00
115 Misc Fed	-	-	-	-	-	-	-	-	-	-	-	-
117 Adult Ed	-	-	-	-	-	-	5,477.00	5,310.00	5,319.00	-	-	8,568.00
121 Comp Abs	-	-	-	-	-	-	1.00	1.00	1.00	-	-	1.00
126 Impact Aid	-	-	-	-	-	-	47,315.00	10,752.00	10,767.00	-	-	1,949.00
128 Technology	-	-	-	-	-	-	-	-	-	-	-	-
129 Flex	-	-	-	-	-	-	-	-	-	-	-	-
182 Interlocal	-	470,668.00	207,404.00	207,015.00	254,997.00	268,432.00	219,599.00	239,435.00	265,417.00	216,063.00	222,520.00	196,113.00
201 General	-	-	-	-	-	8,755.00	-	7,909.00	-	-	-	-
210 Transport	-	-	-	-	-	39,194.00	34,574.00	27,811.00	15,605.00	-	-	20,363.00
212 Hot Lunch	-	-	-	-	-	7,623.00	3,222.00	-	842.00	-	-	2,960.00
214 Retirement	-	69,218.00	-	-	32,660.00	44,627.00	-	16,884.00	-	-	-	-
215 Misc Fed	-	-	-	-	-	-	-	-	-	-	-	-
217 Adult Ed	-	-	-	-	6,348.00	6,890.00	5,034.00	7,032.00	7,082.00	-	-	9,923.00
218 Drivers Ed	-	-	-	-	2,140.00	2,140.00	2,140.00	2,141.00	2,142.00	-	-	1,853.00
221 Comp Abs	-	-	-	-	2.00	2.00	2.00	2.00	2.00	-	-	2.00
226 Impact Aid	-	-	-	-	9,579.00	21,075.00	21,078.00	56,786.00	6,040.00	-	-	40.00
228 Technology	-	-	-	-	-	-	-	-	-	-	-	-
229 Flex	-	-	-	-	-	2.00	2.00	2.00	2.00	-	-	2.00
281 Endow	-	138,355.00	-	-	2.00	130,505.00	110,505.00	110,545.00	59,156.00	59,094.00	65,000.00	153,909.00
TOTAL	-	678,241.00	207,404.00	207,015.00	305,728.00	698,598.00	537,771.00	666,521.00	439,348.00	275,157.00	287,520.00	526,990.00
2013												
101 General	-	-	-	-	-	26,478.00	-	-	-	-	-	-
110 Transport	-	-	-	-	-	77,311.00	-	-	-	-	-	-
114 Retirement	-	-	-	-	-	-	-	-	-	-	-	-
115 Misc Fed	-	-	-	-	-	1,705.00	-	-	-	-	-	-
117 Adult Ed	-	-	-	-	-	8,615.00	-	-	-	-	-	-
121 Comp Abs	-	-	-	-	-	4,141.00	-	-	-	-	-	-
126 Impact Aid	-	-	-	-	-	-	-	-	-	-	-	-
128 Technology	-	-	-	-	-	35.00	-	-	-	-	-	-
129 Flex	-	-	-	-	-	-	-	-	-	-	-	-
182 Interlocal	326,956.00	281,373.00	168,822.00	125,000.00	254,759.00	288,053.00	343,461.00	305,727.00	264,823.00	112,356.00	-	-
201 General	-	-	-	-	-	26,351.00	-	-	-	-	-	-
210 Transport	-	-	-	-	-	71,667.00	-	-	-	-	-	-
212 Hot Lunch	-	-	-	-	-	1,854.00	-	-	-	-	-	-
214 Retirement	-	-	-	-	-	29,751.00	20,499.00	-	-	-	-	-
215 Misc Fed	-	-	-	-	-	-	-	-	-	-	-	-
217 Adult Ed	-	-	-	-	-	8,038.00	7,819.00	-	-	-	-	-
218 Drivers Ed	-	-	-	-	-	1,282.00	1,282.00	-	-	-	-	-
221 Comp Abs	-	-	-	-	-	4,606.00	4,606.00	-	-	-	-	-
226 Impact Aid	-	-	-	-	-	-	14,658.00	-	-	-	-	-
228 Technology	-	-	-	-	-	13.00	13.00	-	-	-	-	-
229 Flex	-	-	-	-	-	2.00	2.00	-	-	-	-	-
281 Endow	50,000.00	108,043.00	-	-	108,784.00	108,784.00	88,800.00	-	-	-	-	-
TOTAL	376,956.00	389,416.00	168,822.00	125,000.00	363,543.00	658,686.00	481,140.00	305,727.00	264,823.00	112,356.00	-	-

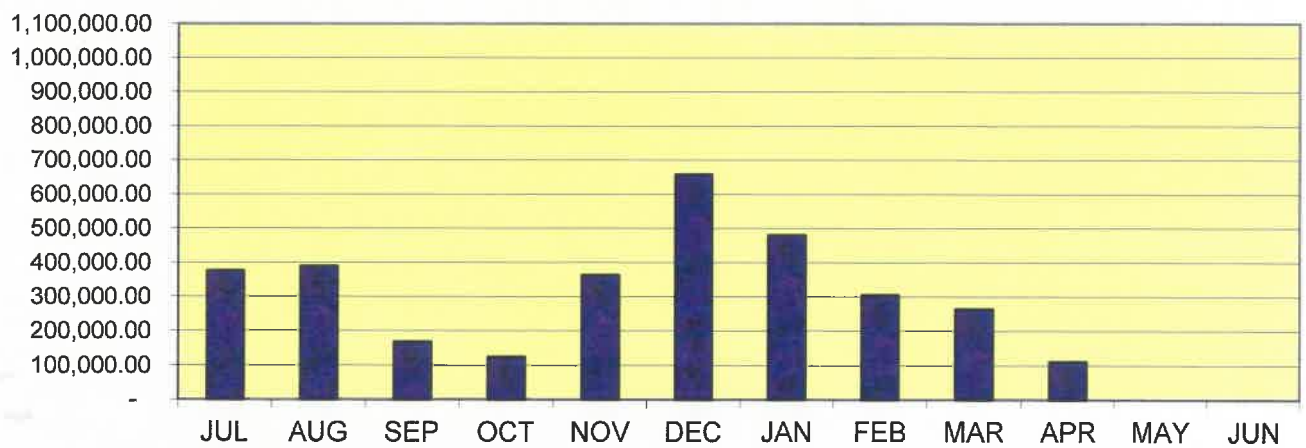
2019-20 INVESTMENTS



2018-19 INVESTMENTS



2017-18 INVESTMENTS



CULBERTSON SCHOOL DISTRICT CASH FLOW REPORT
for the month of MAY 31, 2020

FUND	BEGINNING BALANCE	RECEIPTS	INVESTMENTS IN	INVESTMENTS OUT	DISBURSEMENTS	ENDING BALANCE	TREASURER BALANCE	VARIANCE
GENERAL	(68,347.32)	352,523.28	-	-	448,327.10	(164,151.14)	(164,151.14)	-
TRANSF	53,094.25	66,757.47	-	-	58,397.54	61,454.18	61,454.18	-
RETIRE	87,554.85	57,917.05	-	-	69,159.32	76,312.58	76,312.58	-
MISC	14,820.01	11,504.00	-	-	24,976.58	1,347.43	1,347.43	(0.00)
Misc	9,283.92		-	-	10,721.92	(1,438.00)		
Title	(496.14)	11,504.00			10,145.64	862.22		
Ind Ed	(1,946.00)				3,157.02	(5,103.02)		
JMG	751.23				169.00	582.23		
SRS	-					-		
JOM	7,227.00				783.00	6,444.00		
AD ED	6,897.00	2,591.22	-	-	-	9,488.22	9,488.22	-
COMPA	13,508.01		-	-	-	13,508.01	13,508.01	-
IMPACT	18.24		-	-	-	18.24	18.24	(0.00)
TECH	1.34		-	-	-	1.34	1.34	(0.00)
FLEX	(115,784.32)		-	-	-	(115,784.32)	(115,784.32)	-
COOP	59.83	60,099.78	161,265.00	-	108,282.43	113,142.18	113,142.18	-
PR	4,198.76	870,316.39	-	-	485,711.65	388,803.50	388,803.50	-
CL	7,865.21	255,172.31	-	-	185,923.90	77,113.62	77,113.62	0.00
ELEM	3,885.86	1,676,881.50	161,265.00	-	1,380,778.52	461,253.84	461,253.84	0.00
GENERAL	(30,170.90)	250,978.47	-	-	238,778.13	(17,970.56)	(17,970.56)	(0.00)
TRANSF	31,827.51	51,650.22	-	-	33,744.00	49,733.73	49,733.73	-
LUNCH	7,233.89	7,110.23	-	-	12,185.91	2,158.21	2,158.21	-
RETIRE	133,096.25	30,576.70	-	-	36,632.28	127,040.67	127,040.67	-
MISC	788.80	-	-	-	520.82	267.98	267.98	0.00
Misc	1,732.22		-	-	287.38	1,444.84		
AG	1,013.19					1,013.19		
Adv Ag	-					-		
BUS	-					-		
JMG	2,049.39				233.44	1,815.95		
Perkins	(4,006.00)					(4,006.00)		
AD ED	7,309.52	2,648.96	-	-		9,958.48	9,958.48	-
DR ED	1,359.03	0.19	789.00		60.98	2,087.24	2,087.24	-
COMPA	3.67	2.79	11,578.00			11,584.46	11,584.46	-
IMPAC	7.22		4.00			11.22	11.22	0.00
TECH	(0.00)		-			(0.00)	-	(0.00)
FLEX	0.84		2.00			2.84	2.84	-
ENDOW	25.55	44.73	186,026.00	57,668.00		128,428.28	128,428.28	-
HS	151,481.38	343,012.29	198,399.00	57,668.00	321,922.12	313,302.55	313,302.55	(0.00)
TOTAL	155,367.24	2,019,893.79	359,664.00	57,668.00	1,702,700.64	774,556.39	774,556.39	0.00

CULBERTSON SCHOOL DISTRICT
Cash Equivalent Accounts Summary
May 31, 2020

	Beginning Balance	Receipts <i>reconciled bank credits</i>	Expenses <i>reconciled bank debits</i>	Ending Balance
General Funds 101 & 201 - Asset 102:				
First Community Bank Hot Lunch Revolving Account No. 335266	\$ 5,725.34	\$ 678.92	\$ 526.99	\$ 5,877.27
First Community Bank PaySchools Savings Account No. 5000521	\$ 0.89	\$ -	\$ -	\$ 0.89
First Community Bank Pcard Account No. 4205644	\$ 1,212.33	\$ 3,808.26	\$ 3,837.16	\$ 1,183.43
Synovus AFLAC Cafeteria Plan Account No. 000-329-492-7	\$ 12,037.90	\$ 1,608.34	\$ 678.83	\$ 12,967.41
Cash Equivalent Total	\$ 18,976.46	\$ 6,095.52	\$ 5,042.98	\$ 20,029.00
	Fund 101 Balance: \$	10,014.50	Fund 201 Balance: \$	10,014.50
	102 Debit (Credit) \$	526.27	970 Credit (Debit) \$	526.27

General Funds 101 & 201 - Asset 103:

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

Activities Fund 284 - Asset 102:

First Community Bank Activities Account No. 332356	\$ 68,840.96	\$ 827.76	\$ 2,560.70	\$ 67,108.02
Cash Equivalent Total	\$ 68,840.96	\$ 827.76	\$ 2,560.70	\$ 67,108.02
	102 Debit (Credit) \$	(1,732.94)	970 Credit (Debit)	

Culbertson Public School

Totals Report for May 2020
2019-2020

06/09/2020
1:30:09 PM

Checking
Savings
Investments

Account	Beginning	+ Receipts	- Expenditures	+ Transfers	= Ending
1 - ANNUAL	2,995.43	135.00	0.00	0.00	3,130.43
2 - ATHLETICS	7,253.22	0.00	0.00	0.00	7,253.22
3 - FRESHMAN 2023	904.92	0.00	0.00	0.00	904.92
4 - SENIORS 2019	0.00	0.00	0.00	0.00	0.00
5 - SENIORS 2020	1,917.01	300.00	95.55	0.00	2,121.46
6 - JUNIORS 2021	2,256.44	0.00	0.00	0.00	2,256.44
7 - 8TH GRADE	0.00	0.00	0.00	0.00	0.00
8 - CHEERLEADER	765.56	0.00	0.00	0.00	765.56
9 - FFA	7,198.33	60.00	165.00	0.00	7,093.33
10 - BAND/CHOIR	4,677.52	124.60	0.00	0.00	4,802.12
11 - STUDENT COUNCIL	5,568.89	0.00	0.00	0.00	5,568.89
12 - SPEECH AND DRAMA	1,305.42	0.00	0.00	0.00	1,305.42
13 - VO-AG REVOLVING	1,895.49	0.00	0.00	0.00	1,895.49
14 - SOPHOMORE 2022	1,548.92	0.00	0.00	0.00	1,548.92
15 - PLAY	1,978.05	0.00	0.00	0.00	1,978.05
16 - JMG	2,438.27	0.00	0.00	0.00	2,438.27
17 - BPA	6,359.80	1,384.66	0.00	0.00	7,744.46
18 - EXPLORE AMERICA	8,345.45	0.00	0.00	0.00	8,345.45
19 - MUSIC PARENTS	2,381.75	288.00	0.00	0.00	2,669.75
20 - ART	1,576.68	0.00	0.00	0.00	1,576.68
21 - LIBRARY	1,464.42	0.00	0.00	0.00	1,464.42
22 - SPANISH CLUB	15.49	0.00	0.00	0.00	15.49
24 - Science Olypiad	3,393.75	0.00	0.00	0.00	3,393.75
<hr/>					
	66,240.81	+ 2,292.26	- 260.55	+ 0.00	= 68,272.52



June AD Report

Culbertson Board of Trustees:

Attached are the schedules for 2020-2021 activities. Will get speech and drama schedule done soon. Still awaiting the return of the reconditioned football helmets.

David Solem

Culbertson School

2020-2021

Cross Country

<u>Date</u>	<u>Meet</u>	<u>Location</u>	<u>Who</u>	<u>Leave Time</u>	<u>Start Time</u>
Aug 29	Sidney	Fairgrounds	Ele/JH/HS	8:00 am	
Sept 5 (Fri)	Poplar	Tribal Building	Ele/JH/HS	8:00 am	
Sept 19 (Sat)	Glasgow	Fort Peck: Kiwannas Camp Ground	Ele/JH/HS	7:00 am	10:00am
Sept 24 (Thurs)	Frazer	South of Frazer	Ele/JH/HS	2:00 pm	4:30 pm
Sept 26 (Sat)	Culbertson	Fairgrounds	Ele/JH/HS		10:00am
Oct 3 (Sat)	Malta	Malta	HS only	6:15 am	10:00 am
Oct 10 (Sat)	Plentywood	Golf Course	Ele/JH/HS	8:00 am	10:00 am
Oct 17 (Sat)	Wolf Point	Golf Course	Ele/JH/HS	8:00 am	10:00 am

October 24 All Class State XC Kalispell: Rebecca Farm

Updated May 4, 2020

Culbertson School

2020-2021

Football

<u>Date</u>	<u>Opponent</u>	<u>Location</u>	<u>Time</u>	
Fri. Aug 28	Mondak	Grenora	7:00 pm 5:00 pm	Varsity JH
Mon. Aug 31	Mondak	Culbertson	4:30 pm	JV
Fri. Sept 4	Fairview	Culbertson	7:00 pm 4:30 pm	Varsity JH
Fri. Sept 11	Ekalaka	Culbertson	7:00 pm 4:30 pm	Varsity JH
Mon. Sept 14	Fairview	Fairview	4:30 pm	Junior Varsity
*Fri. Sept 18	Plentywood	Culbertson	7:00 pm 4:30 pm	Varsity JH
Mon. Sept 21	Plentywood	Plentywood	4:30 pm	Junior Varsity
Fri. Sept 25	Scobey	Scobey	7:00 pm 4:00 pm	Varsity JH
Mon. Sept 28	Scobey	Culbertson	4:30 pm	Junior Varsity
Fri. Oct 2	Forsyth	Forsyth	7:00 pm 4:00 pm	Varsity JH
Mon. Oct 5	Froid/Lake	Culbertson	4:30 pm	Junior Varsity
Sat. Oct 10	St. Labre	Culbertson	5:00 pm	Varsity
Sat. Oct 17	TBD	Inter Division Playoff		
Sat. Oct 24	TBD	Challenge games if necessary		

*Homecoming

Updated Feb 18, 2020

Culbertson School Fall Sports Schedules

2020-2021

Volleyball

<u>Date</u>	<u>Opponent</u>	<u>Location</u>	<u>Time</u>	<u>Teams</u>
Sat. Aug 29	Culbertson Invite	Culbertson	8 am	Varsity
Thurs. Sept 3	Bainville	Culbertson	4:00 pm	JH, JV, V
Thurs. Sept 10	Nashua	Culbertson	5:30 pm	JV, V
Sat. Sept 12	Froid/Lake Invite	Froid/Lake	9:00 am	Varsity
Tues. Sept 15	Brockton	Brockton	5:00 pm	JH only
Thurs. Sept 17	Froid/Lake	FML	4:00 pm	JH, JV, V
*Sat. Sept 19	Fairview	Culbertson	5:30 pm	JV, V
Tues. Sept 22	Lustre	Culbertson	5:30 pm	Varsity
Thurs. Sept 24	Plentywood	Plentywood	5:30 pm	JV, Varsity
Sat. Sept. 26	North Country	Culbertson	12:00 pm	JV, V
Fri. Oct. 2	Scobey	Scobey	5:00 pm	JV, V
Sat. Oct 3	Richey/Lambert Invite	Lambert	TBA	Varsity
Tues. Oct 6	Richey/Lambert	Richey	5:30 pm	JV, V
Thurs. Oct 8	Savage	Savage	5:30 pm	Varsity
Fri. Oct 9	Lustre	Lustre	5:30 pm	Varsity
Mon. Oct 12	Bainville	Bainville	5:30 pm	JV, V
Fri. Oct 16	Richey/Lambert	Culbertson	5:30 pm	JV, V
Thurs. Oct 22	Savage	Culbertson	5:30 pm	Varsity
Fri. Oct 23	Mondak	Culbertson	5:30 pm	JV, V
Oct. 29-31	District 1C Tournament	Culbertson		
Nov. 5-7	Eastern C Div. Tournament	Sidney		
Nov.12-14	State C Tournament	Bozeman		

*Homecoming

Culbertson School 2020-2021 Elementary Basketball

First Practice January 5

<u>Date</u>	<u>Opponents</u>	<u>Location</u>	<u>Time</u>
Sat. Jan 16	Brockton Fairview	Culbertson	TBA
Sat. Jan 23	Richey/Lambert Sidney	R/L?	TBA
Sat. Jan 30	Circle Mondak	Culbertson	TBA
Sat. Feb 6	Scobey Brockton	Scobey	TBA
Sat. Feb 13	Bainville Richey/Lambert	Bainville	TBA

Updated May 29, 2020

Culbertson School 2020-2021 Junior High Basketball

First practice October 12.

Girls games are first, followed by boys

<u>Date</u>	<u>Opponent</u>	<u>Location</u>	<u>Time</u>
Fri. Oct 23	Mondak	Grenora	4:00 pm
Sat. Oct 24	Richey/Lambert	Richey	10:00 am
Tues. Oct 27	Froid/Lake	Culbertson	5:00 pm
Fri. Oct 30	Savage	Savage	10:00 am
Fri. Nov 6	Circle	Circle	4:00 pm
Sat. Nov 7	Open		
Thurs. Nov 12	Richey/Lambert	Culbertson	4:30 pm
Fri. Nov 13	Brockton	Brockton	4:00 pm
Sat. Nov 14	Bainville	Culbertson	10:00 am
Fri. Nov 20	Fairview	Fairview	4:00 pm
Sat. Nov 21	Mondak	Culbertson	10:00 am
Sat. Dec 5	Savage	Culbertson	10:00 am
Mon. Dec 7	North Tournament	Girls: Froid Boys: Medicine Lake	TBA
Sat. Dec 12	Final Four Tournament	Fairview	TBA

Updated June 3, 2020

Culbertson School Sports Schedules

Basketball 2020-2021

<u>Date</u>	<u>Opponent</u>	<u>Location</u>	<u>Time</u>	<u>Teams</u>
Fri. Dec 4	Richey/Lambert	Culbertson	3:00 pm	JV-V
Sat. Dec 5	Brockton	Brockton	4:00 pm	V
Fri. Dec 11	Plentywood	Plentywood	4:30 pm	JV-V
Sat. Dec 12	Savage	Savage	4:30 pm	JV-V
Tues. Dec 15	Fairview	Fairview	3:00 pm	JV-V
Fri. Dec 18	Bainville	Culbertson	3:00 pm	JV-V
Sat. Dec 19	Lustre	Culbertson	2:30 pm	JV-V
Sat. Jan 2	Froid/Lake	Culbertson	2:30 pm	JV-V No girls JV
*Sat. Jan 9	Circle	Culbertson	1:00 pm	JV-V
*Fri. Jan 15	Savage	Culbertson	4:30 pm	JV-V
*Sat. Jan 16	Fairview	Culbertson	1:00 pm	JV-V
Sat. Jan 23	Lustre	Lustre	4:30 pm	JV-V
*Fri. Jan 29	Plentywood	Culbertson	3:00 pm	JV-V
*Sat. Jan 30	Mondak	Westby	1:00 pm	JV-V
*Fri. Feb 5	Froid/Lake	MedLake	1:00 pm	JV-V
*Sat. Feb 6	Richey/Lambert	Lambert	1:00 pm	JV-V
*Fri. Feb 12	Brockton	Culbertson	6:00 pm	Varsity only Senior Night
*Sat. Feb 13	Bainville	Bainville	1:00 pm	JV-V

Feb 15-22	District 2-C Tourney	Sidney
Feb 24-27	Eastern Divisional	Sidney
March 11-13	Boys and Girls C State	Bozeman

*Conference game

June 3, 2020

Mr. Olson
Principal Report
School Board Meeting
June 16, 2020

Graduations went well for HS, 8th grade, and Kindergarten. The plans that we had in place for the graduates and public worked for the most part with little to no issues.

Chromebooks and materials have been returned from distance learning. Only a couple of chargers were lost in the process.

We are still working with a few families to get personal items home. Most families have come by the school to pick up and drop off items.

Over the summer I will be working with teachers on what the fall will bring and brain storm plans to make the transition back to traditional teaching but still embracing Google Classroom and other medias.

Technology Report

June 16, 2020

On June 3 Northstar was onsite working on Wireless network and transitioning programs and files to new server. The second part of the old server was shut down with 2 left.

During the shutdown I was able to speed up the upgrade to Windows 10 for the school. Currently we have only 15 Windows 7 computers left in the school. As the summer goes on I will work to get the last ones done. I would like to thank Ms. Bushlen and Mrs. Olson for the help.

Culbertson School Board Meeting

Superintendent's Report

June 16, 2020

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

June 8 th	Culbertson Town Council Meeting
June 9 th	Culbertson Fire Department Meeting
June 16 th	MHSA Class C Caucus Virtual Meeting
	Culbertson School Board Meeting
June 23 rd	Culbertson Fire Department Training
June 29 th	MREA Board Meeting @ Helena
July 9 th	Culbertson Chamber of Commerce Meeting
July 13 th	Culbertson Town Council Meeting
July 14 th	Culbertson Fire Department Meeting
July 21 st	Culbertson School Board Meeting
July 28 th	Culbertson Fire Department Training

B. Other items for your review and consideration:

1. The second Community-wide School (Strategic) Planning Meeting has been postponed due to the COVID-19 School Closures. I will let you know a date when Debra Silk is able to reschedule.
2. I would like to commend the school staff that helped following the AMTRAK crash on Friday, May 29th. Dave Solem, Buddy Waldhausen, and John Fordyce drove activities buses to transport the AMTRAK passengers to the school from the crash site. Teri George, Rhonda Larsen, KayLynn Raaum, Steve Larsen, Austin Oelkers, Christina Olson, and Mike Olson (I hope I didn't forget anyone) tackled logistics of opening the school, making our guests comfortable, helping out in any way possible, then cleaning up and securing the building when the AMTRAK passengers were transported on to Wolf Point.
3. With the 2019-2020 School Year in the books, it is time to focus on the 2020-2021 year. We are working on the PIR Day schedule for August 17th and 18th. We are trying to finalize speakers (motivational, Certified Google Trainer, and A.L.I.C.E) specifically. We plan to have the PIR Day plan to the Board for review and consideration at the July School Board meeting.
4. I have been selected for Federal Jury Duty in Great Falls from June 22nd through July 3rd. I have never been selected for Federal Jury Duty so I have no idea what this might entail, but I will let you know if I am required to be out of the district for any amount of time.

5. Just so we don't forget, here are a few projects to think about in the short term and long term (in no particular order of importance):
 - Replacement of the oldest section of Playground Equipment
 - Replacement of the Football Field Lights
 - Old Armory: Renovation or Demolition
 - Replacement of the cinder track with an all-weather track.
 - Building or purchasing teacher housing.
 - Building an auditorium for music performances and plays
 - Re-establishment of the Family Consumer Science classroom and the corresponding student organization FCCLA (Family, Career and Community Leaders of America).
6. Here are a few items that might be part of the regular July Board meeting agenda:
 - Discuss/debate one or more sections of Board policy, as presented by MTSBA
 - Remaining Extra-Curricular Contracts for 2020-2021
 - 2020-2021 Handbook Changes
 - 2020-2021 Professional Growth Allotment
 - 2020-2021 Breakfast/Lunch Prices
 - 2020-2021 Bus Routes
 - 2020-2021 Coal Delivery Contract
 - 2020-2021 Board Goals

If you have any questions, comments, or concerns about any item in this report or on the agenda, please feel free to contact me at any time. I can be reached at 787-6246 (school), 787-5779 (home), 478-3330 (cell), or by email at crowderl@culbertson.k12.mt.us at any time.

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

MEETING DATE: 6-16-2020

AGENDA ITEM #: 14

AGENDA TITLE: 2020-2021 MHSA Activities

SUMMARY: Attached please find the annual dues application for MHSA Activities. In the past our high school has offered the following activities:

<u>Girls</u>	<u>Boys</u>	<u>Combined</u>
Basketball	Basketball	Band
Cross Country	Cross Country	Chorus
Golf	Football	Drama
Track	Golf	Speech
Volleyball	Track	

At a previous Board meeting a parent requested the Board consider adding Girls' Wrestling to the activity offering for the 2020-2021 school year. If the Board adds a Girls activity, the Board will also want to add another Boys activity to maintain equity in offerings.

If wrestling is to be offered for Girls and/or Boys, I would recommend a cooperative agreement with Sidney High School that would be approved at a future Board meeting. The initial cost of each activity is \$250 dues. Other costs might include coaches/supervisors, travel, meals, equipment, etc.

As per Board request, a survey was sent to the 2020-2021 high school students asking them about their interest in the activities that MHSA allows our high school to offer. We are still waiting for students to send us their responses. I will have the survey results completed and ready for the Board to review at the meeting on the 16th.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Salvevold					
Bergum					
Colvin					

MONTANA HIGH SCHOOL ASSOCIATION
1 South Dakota
Helena, MT 59601

Annual Dues Application and Fees Remittance Form

_____ High School of _____ Montana,
 hereby makes application for membership in the Montana High School Association (MHSA) for the school year **2020-21**
 in accordance with Article 1, Section (1) of the MHSA By-Laws, and appoints the Association as its representative in
 interscholastic activities for the current school year. The Board of Trustees adopts and agrees to comply with the rules
 and regulations of the MHSA as presently contained in its official MHSA Handbook, and acknowledge receipt of a copy
 of such handbook in effect. It is understood that each member school is entitled to one vote on any resolution presented
 to the Association membership. A resolution adopted by the Board and inserted in the minutes of a meeting of the
 Board on the date below directs the chairperson of the Board of Trustees to remit to the Association the yearly
 membership fees. If the school is registering for an activity in which the school district did not participate the previous
 year and did not request sanctioning for this activity in writing, students will not be permitted to compete in MHSA post-
 season contests, other than activities which are not assigned to districts and/or divisions. (Rules and Regulations,
 Sections 14 and 16). Send payment to MHSA, 1 South Dakota Avenue, Helena, MT 59601.

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

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

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

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

Signed/Dated: _____
 Chair / Board of Trustees

Signed/Dated: _____
 Superintendent or Principal

.....

For MHSA Use Only:	
Date Received: _____	Amount Received: _____
Check No. _____	Late Fee: _____
Total Amount Received: _____	

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

MEETING DATE: 6-16-2020

AGENDA ITEM #: 15

AGENDA TITLE: 2020 Summer Custodial Staff

SUMMARY: Norine asked for this item to be placed on the agenda as we have had one summer custodial staff member decide not to return to work after the first week or so. Norine believes that she will have a recommendation for the Board at the meeting on June 16th.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Salvevold					
Bergum					
Colvin					

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

MEETING DATE: 6-16-2020

AGENDA ITEM #: 16

AGENDA TITLE: 2020-2121 Classified Staff Contract(s) - Custodian

SUMMARY: Tanner Steinbrecher has voluntarily terminated his employment as a full-time custodian last week. We are currently advertising the position. You may recall that Camille Williams-Naylor also left our employment this spring and has not been replaced as of yet. Norine asked that this item be placed on the agenda in the event there is one or more individuals to recommend for contract.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Salvevold					
Bergum					
Colvin					

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

MEETING DATE: 6-16-2020

AGENDA ITEM #: 17

AGENDA TITLE: Budget Amendment Resolution

SUMMARY: This is the 2nd step in the two-step process for completing a budget amendment. Attached please find the budget amendment resolution for your review and consideration.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Salvevold					
Bergum					
Colvin					

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

At a regular meeting of the Board of Trustees of Culbertson School District No 17, Roosevelt County, Montana, held June 16, 2020, at 6:30 p.m. in the Lunch Room, the following resolution was introduced:

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

WHEREAS, the Trustees have determined that an amendment to the elementary school budgets in the amount of \$315,450.00 and the high school budgets in the amount of \$135,512.00 is necessary under the provision of Section 20-9-161(6), MCA; for the purpose of building improvements and

WHEREAS, the anticipated source of financing the budget amendment expenditures shall be the oil and gas revenues;

THEREFORE BE IT RESOLVED that the Board of Trustees of Culbertson School District No 17, Roosevelt County, Montana, proclaims a need for an amendment to the elementary school budgets for fiscal year 2019-2020 in the amount of \$315,450.00 and the high school budgets for fiscal year 2019-2020 in the amount of \$135,512.00 under Section 20-9-161(6), MCA, for the purpose identified above, and;

BE IT FURTHER RESOLVED that the Board of Trustees of Culbertson School District No 17, Roosevelt County, Montana, will meet at 6:30 p.m. in the Lunch Room on June 16, 2020, for the purpose of considering and adopting the budget amendment.

Chairperson
Board of Trustees

District Clerk
Board of Trustees

DATE BUDGET AMENDMENT WAS ADOPTED: _____, 20__

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

MEETING DATE: 6-16-2020

AGENDA ITEM #: 18

AGENDA TITLE: 2020-2021 Extra-Curricular Staff Contract(s)

SUMMARY: Attached please find a list of contracts and recommendations.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Salvevold					
Bergum					
Colvin					

2020-2021 Extra-Curricular Contract(s)

	Recommendation
High School Golf Heach Coach	DJay Hauge
High School Track Head Coach	David Solem
High School Speech & Drama Assistant Coach	Angi Iverson
Junior High Football Assistant Coach	Dallas Reiland
Student Council Advisor	Christina Olson
Senior Class Advisor	Darla Pust
Junior Class Advisor	
Sophomore Class Advisor	Tiffany Nielsen
Freshman Class Advisor	Jennifer Lambert
8 th Grade Class Advisor	David Solem
7 th Grade Class Advisor	Rhonda Seitz
Annual Advisor	Pam Welch
National Honor Society Advisor	Rhonda Seitz
Title IX Coordinator	Larry Crowder
Drug & Alcohol Coordinator	Brad Nielsen
BPA Advisor	Valli Hauge
FFA Advisor	Jens Nielsen
JMG Advisor	Mary Machart
Indian Club Advisor	Keri Hauenstein
Band	Jennesy Taberna
Choir	Russell Pfeifer
Activities Director	David Solem

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

MEETING DATE: 6-16-2020

AGENDA ITEM #: 19

AGENDA TITLE: Graduation Date – May 2021

SUMMARY: I would like to recommend the Board set the Graduation date for the Culbertson High School Senior Class of 2021 on Saturday, May 22, 2021.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Salvevold					
Bergum					
Colvin					

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

MEETING DATE: 6-16-2020

AGENDA ITEM #: 20

AGENDA TITLE: Surveillance Camera Server, Software, and Equipment

SUMMARY: The surveillance camera server is failing. Mike has researched and has found that Samsung is very affordable compared to renewing with Avigilon. Attached please find a quote for the lease/purchase of a new server, software, and a couple of replacement cameras (equipment) and a quote for the labor for installation. Mike would like to recommend the Board approve the change to Samsung.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Salvevold					
Bergum					
Colvin					



THIS PROPOSAL IS CONFIDENTIAL AND IS INTENDED EXCLUSIVELY FOR THE ASSIGNED RECIPIENTS.

Quote # GV2020 1036

Hardware/Software Lease R.4

*****Culbertson Public School*****

Surveillance System Upgrade and Update

Quote Details

Create Date:	6-1-2020	Prepared By:	Grant Vinger
Expire Date:	7-1-2020	Phone:	701-412-6980
		Email:	Grant@innovamsp.com
What:	Video Surveillance Hardware/Software		
Lease Term:	36 Months	Labor:	To Be Paid Upfront
Monthly Payment:	\$1643.90		

Total
hardware/software
lease Investment: \$59,180.40

Customer Information

Company Name:	Culbertson Public School	Billing Address:	423 1st Ave West Culbertson MT 59218
Contact Name:	Mike Olson/Lora Finnicum		
Phone:	406-787-6241	Email:	olsonm@culbertson.k12.mt.us

Site Details (For Internal Use By Innova)

Site Contact:

Mike Olson and 406-787-6241

Physical Location For Work To Be Performed:

Same as Above



IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO REACH OUT TO US AT INFO@INNOVAIS.COM

OR

CALL AND SPEAK TO SOMEONE AT 701-572-6783 OPTION 4.



THIS PROPOSAL IS CONFIDENTIAL AND IS INTENDED EXCLUSIVELY FOR THE ASSIGNED RECIPIENTS.

Material and Installation/Programming Labor

Qty	Item Description	Lease Price	Subtotal
1	Equipment (Lease to Own) 36 Month Paydown Agreement Monthly Amount: \$1643.90 Labor and Equipment Details Below: <ul style="list-style-type: none">• (2) 168 TB RAID Video Surveillance Servers, Win 10 Pro, 5 Yr Warranty (\$36,421.86)• (85) Hanwha Techwin (Samsung) Wave Pro VMS Camera Licensing (\$9,846.00)• Hanwha Techwin (Samsung) 6MP Fisheye Dome Indoor 360 IR Camera, 5 Yr Warranty. (\$666.90)• (2) Hanwha Techwin (Samsung) 15MP Panoramic Camera, 180 degree, 5Yr Warranty. (Includes Mounting Hardware). (\$3,755.42)• (4) 1x Cable Drop PL-Blue (\$700.00)• (4) 24 Port PoE+ (200W) 10/100/1000 (4) SFP, Switches, 5 Yr Warranty (\$1,854.20)• (1) 8 Port PoE+ 10/100/1000 (125W), (2)SFP Switch, 5 Yr Warranty (\$259.15)• (2) UPS Battery Backup Units, V80 Series, 1500VA/900W - Line Interactive, 5 Yr Warranty (\$1,027.84)	\$59,180.04	\$59,180.04
1	Installation, Programming, Testing, Lift, Travel and Training (Shall be paid upfront by client)	\$5,550.00	\$5,550.00
Investment Over 36 Months			\$64,730.04



IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO REACH OUT TO US AT INFO@INNOVAIS.COM

OR

CALL AND SPEAK TO SOMEONE AT 701-572-6783 OPTION 4.

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

MEETING DATE: 6-16-2020

AGENDA ITEM #: 21

AGENDA TITLE: Impact Aid Policy 1-04-115 (First Reading)

SUMMARY: I have been on the phone with the fine folks from Impact Aid in Washington, D.C. about our Indian Policies and Procedures (IPP's). The experts are recommending changes before they will ship us any further money from this program. Attached please find a copy of the policy with all of their recommended changes in red.

This is the first reading of this policy and will need to be approved for posting for comment before it can be adopted in July.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Salvevold					
Bergum					
Colvin					

1-04-115. Indian Education Equal Participation.

It is the intent of the Culbertson School District that all Indian children of school age have equal access to all programs, services, and activities offered within the school district. To this end, the Culbertson School District will consult with local tribal officials and parents/guardians of Indian children in the planning and development of Indian Policies and Procedures (IPPs), general education programs, and activities. These policies and procedures will be reviewed annually and revisions will be made within 90 days of the determination that requirements are not being adequately met.

ATTESTATIONS

The Culbertson School District attests that it has established Indian Policies and Procedures (IPPs) as required in section 7004 of the Impact Aid law for any children claimed who reside on eligible Indian lands. The IPPs have been adequately disseminated to the Tribe and parents/guardians of children residing on eligible Indian lands. A copy of the current policies and procedures will be attached to the annual Impact Aid application.

The Culbertson School District attests that it has provided a copy of written responses to comments, concerns, and recommendations received from tribal leaders and parents/guardians of Indian children through the Indian policies and procedures consultation process and disseminated these responses to tribal leaders and parents/guardians of Indian children prior to the submission of their annual Impact Aid application.

Indian Policies and Procedures

The following Indian policies and procedures become effective upon School Board approval.

Policy 1: The Culbertson School District will disseminate relevant applications, program plans, and information related to the district's education program and activities with sufficient advance notice to allow tribes and parents/guardians of Indian children the opportunity to review and make recommendations. [34CFR222.94(a)(1)]

Procedure 1: The Culbertson School District will disseminate information **during Indian Education Committee meetings, mailings and emails to parents, and mailings and emails to Tribal officials** and seek timely input regarding the following education programs (including, but not limited to): Title I, Part A, Title I, Part C, Title I, Part D, Title II, Part A, Title III, Part A, Title IV, Part A, Title IV, Part B, Title V, Part B subpart 2, Title VI, Part A, subpart 1, Title VII-Impact Aid programs, Johnson O'Malley programming, **and Indian Policies and Procedures (IPPs).**

The completed applications, evaluations, and program planning will be made available to parents/guardians of Indian children, Tribal officials, and the Indian Education Committee and a summary will be prepared and disseminated two weeks in advance of public school

1-04-115. Indian Education Equal Participation. (page 2)

board meetings held prior to the submission of these federal program grants to afford all interested parties the opportunity to review the documents with sufficient time to provide thoughtful input at the public meetings. These school board meetings will be publically advertised via the Culbertson School District website and emails to allow all interested parties to attend. In addition, representatives from the District will schedule meetings with the Indian Education Committee to seek input.

Parents/guardians of Indian children, tribal officials, the Indian Education Committee, and any other interested persons can review assessment data to help develop or modify educational programs and services allowing for the participation of Indian students on an equal basis in the district.

Minutes from the Indian Education Committee meetings will be posted on the District's website for all patrons and Tribal officials to review. This will allow for ongoing dissemination of information.

Policy 2: The Culbertson School District will provide an opportunity for the Fort Peck Tribe and parents/guardians of Indian children to provide their views on the District's educational program and activities, including recommendations on the needs of their children and on how the District may help those children realize the benefits of the educational programs and activities. *As part of this requirement, the Culbertson School District will: (i) notify tribes and the parents/guardians of Indian children of the opportunity to submit comments and recommendations, considering the tribe's preference for method of communications, and (ii) modify the method of and time for soliciting Indian views, if necessary, to ensure the maximum participation of tribes and parents/guardians of Indian children.* [34CFR222.94(a)(2)]

Procedure 2: The Indian Education Committee (Parent Advisory Committee) of the Culbertson School District will meet each trimester of the school year for the purpose of addressing comments and concerns of parents/guardians of Indian children regarding the District's educational programs and activities. The meeting agendas are posted and all meeting are open to the public allowing for tribal officials as well as parents/guardians of Indian children the opportunity to submit comments and recommendations for consideration.

A school board representative is a non-voting member of the Indian Education Committee (Parent Advisory Committee). This representation allows for the discussion of the needs of the students and ideas to be brought forward to both the Indian Education Committee, as well as the school board.

At each of the Culbertson School Board meetings, a section of time is set aside for communications from the public. This is a time to offer comments and suggestions regarding programming for Indian students. In addition, two school board meetings are scheduled in June and July which are specifically devoted to addressing questions

1-04-115. Indian Education Equal Participation. (page 3)

regarding federal programs. Based upon suggestions, preferred methods of communication, as well as maximized participation from tribal officials and parents/guardians of Indian children will be seriously considered.

Information will be included in student handbooks/enrollment packets regarding opportunities to provide input to the District.

The Culbertson School District will survey the Tribe and the parents/guardians of the Indian children the first week of August each school year to determine their respective preferred methods (i.e. email, mail, phone call, etc.) of receiving communications from the school. Once the preferred method of communication has been determined, the Tribe and parents/guardians of Indian children communication method will be used throughout the consultation process. Any changes to the method will happen through additional consultation with the Tribe and the parents/guardians. The Culbertson School District will, to the greatest extent possible, take the Tribe's preferred method of communication into consideration for all correspondence with the Tribe and the parents/guardians of Indian children.

If the consultation participation by parents/guardians of Indian children and the Tribe is low, the Culbertson School District will re-evaluate its consultation process. Specifically, the Culbertson School District will take the following measures to improve or enhance participation:

- Personally contact, by phone and/or in person, the parents/guardians of Indian children and the Tribe
- change communication method(s)
- change time of meetings

The District and Indian Education Committee representatives will schedule meetings with the Fort Peck Tribe to discuss ongoing programming goals.

Policy 3: The Culbertson School District will annually assess the extent to which Indian children participate on an equal basis with non-Indian children in the District's education program and activities. As part of this requirement, the District will: (i) share relevant information related to Indian children's participation in the District's educational program and activities with the Tribe and parents/guardians of Indian children; and (ii) allow the Tribe and parents/guardians of Indian children the opportunity and time to review and comment on whether Indian children participate on an equal basis with non-Indian children. [34CFR222.94(a)(3)]

Procedure 3: The Culbertson School District will take the following measures to annually assess the extent to which Indian children participate on an equal basis with non-Indian children in the District's education program and activities.

1-04-115. Indian Education Equal Participation. (page 4)

- A. The Culbertson School District will monitor Indian student participation in all academic and co-curricular activities.
- B. School district administration will review school data to assess the extent on Indian children's participation in the District's educational programs on an equal basis.
- C. The Culbertson School District will share its assessments of district funding, Indian participation, related academic achievements, and other related data with the parents/guardians of Indian children and tribal officials by email **or other preferred method of communication within two weeks of the time the assessment data is available each school year. The information will be discussed at the next available regularly scheduled school board meeting. The parents/guardians of Indian children and tribal officials will be notified at least one week in advance of the discussion of this assessment data at any school board meeting.**
- D. Parents/guardians of Indian children, tribal officials, and other interested parties may express their views on participation through direct communications with the school district **at any time**, at any school board meeting, or to the Indian Education Committee (Parent Advisory Committee).
- E. Copies of the annual reports will be provided to tribal officials.

Policy 4: The Culbertson School District will modify the IPPs if necessary, based upon the results of any assessment or input described in this document. [34CFR222.94(a)(4)]

Procedure 4: During the organization meeting of the Indian Education Committee (Parent Advisory Committee) **in September or October of each year**, the Indian Policies and Procedures will be reviewed and revised if necessary. **The parents/guardians of Indian children will be notified of the organization meeting by their preferred method of communication. The agenda for the meeting will include the review of the IPP's and details about how the parents/guardians and tribal officials can submit comments and suggestions for improving the IPP's. Once the meeting has occurred and comments and suggestions are received, the document will be forwarded to the Culbertson School Board, as well as the tribal officials and the parents/guardians of Indian children, for review and consideration. If necessary, the Indian Education Committee may suggest revisions at other times of the year as appropriate. The Culbertson School Board of Trustees will determine if there will be any changes to the IPP's as part of their Board policy 1-04-115. Any changes to the Board policy will be implemented immediately upon adoption unless otherwise noted. Any updates to the policy will be sent to parents/guardians of Indian children and tribal officials within two weeks of adoption by the Culbertson School Board by mail and email until their preferred method of communication is determined.**

Policy 5: The Culbertson School District will respond at least annually in writing to comments and recommendations made by tribal officials or parents/guardians of Indian children, and disseminate the responses to the tribal officials and parents/guardians of Indian children prior to the submission of the IPPs by the LEA. [34CFR222.94(a)(5)]

1-04-115. **Indian Education Equal Participation.** (page 5)

Procedure 5: The Culbertson School District will at least annually respond in writing to comments and recommendations made by the Indian Education Committee (Parent Advisory Committee), tribal officials, or parents/guardians of Indian children, and disseminate the responses to all parties by email **or other preferred form of communication** prior to the submission of the IPPs by the District. **Documentation of all comments made to the District and/or the Indian Education Committee (Parent Advisory Committee) will be specifically cited in the minutes of their respective meetings.**

Policy 6: The Culbertson School District will provide a copy of the IPPs to the Fort Peck Tribe. [34CFR222.94(a)(6)]

Procedure 6: The Culbertson School District will annually provide a copy of the current Indian Policy and Procedures to the Fort Peck Tribe by email **or other form of preferred communication** within two weeks of being adopted by the Culbertson School Board.

Adopted:	March 20, 1984		
Revised:	June 21, 1988	January 18, 2000	October 24, 2005
	June 25, 2008	June 23, 2009	August 19, 2010
	August 16, 2011	June 19, 2012	June 17, 2013
	June 17, 2014	June 17, 2015	June 23, 2016
	June 20, 2017	January 16, 2018	June 21, 2018
	June 19, 2019		

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

MEETING DATE: 6-16-2020

AGENDA ITEM #: 22

AGENDA TITLE: Board Policy Manual Update (First Reading)

SUMMARY: Attached are the following sections of Board policy, as recommended by MTSBA and the Policy Committee of the Board. This is the first reading of the policies. The Board will need to approve these policies for posting for public comment prior to formally adopting them at the July meeting.

- a. Section 1000 (Trustees)
- b. Section 4000 (Community Relations)
- c. Section 6000 (Administration)

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Salvevold					
Bergum					
Colvin					

CULBERTSON SCHOOL DISTRICT

R = required

1000 SERIES THE BOARD OF TRUSTEES

TABLE OF CONTENTS

R	1000	Legal Status, Operation and Organization
R	1105	Membership
	1110	Taking Office
	1111	Election
	1111P	Candidate Orientation
	1112	Resignation
	1113	Vacancies
	1120	Annual Organization Meeting
	1130	Committees
	1135 – 1135P	School Board Advocacy
	1210	Qualifications, Terms, and Duties of Board Officers
	1230	Clerk
R	1240	Duties of Individual Trustees
R	1310	District Policy and Procedures
	1332	Authorization of Signatures
R	1400	Board Meetings
	1401	Records Available to Public
	1402	School Board Use of Electronic Mail
R	1420	School Board Meeting Procedure
	1420F	Notice Regarding Public comment
	1425	Abstentions From Voting
R	1441	Audience Participation
	1511	Code of Ethics for School Board Members
	1512	Conflict of Interest
R	1513	Management Rights
	1520	Board/Staff Communications
R	1521	Board-Superintendent Relationship
	1531	Trustee Expenses
	1531F	Trustee Mileage Reimbursement Form
	1532	Trustee Insurance
R	1610	Annual Goals and Objectives
	1620	Evaluation of Board
	1621	In-Service Conference for Trustees
	1630	Utilization of Montana School Boards Association
	1635	Internships
	1640	Board Participation in Activities
R	1700/1700F	Uniform Complaint Procedure
	1705/1705F	Board Authorization of Weapons on School Property

Culbertson School District

R

THE BOARD OF TRUSTEES

1000

Legal Status, Operation and Organization

The legal name of this District is Culbertson School District No. 17 J/R/C, Roosevelt and Richland Counties, State of Montana. The District is classified as a class 2 district and is operated according to the laws and administrative rules pertaining to a class 2 district.

The Board of Trustees of Culbertson School District No. 17 J/R/C is the governmental entity established by the state of Montana and constitutionally charged of the supervision and control of all aspects of the District's operations.

To achieve its primary goal of providing each child with a basic system of free quality education as required by Montana Law, the Board shall exercise the full authority granted to it by the laws of the state. Its legal powers, duties, and responsibilities are derived from the Montana Constitution and state statutes and administrative rules.

Policies of the District define and frame the manner via which the District conducts its official business. The policies of the District are modified/updated from time to time to reflect the operation of the District.

All handbooks approved by the Board are regarded as and given the same significance as District policy.

Legal Reference:	§ 20-3-323, MCA	District policy and record of acts
	§ 20-3-324, MCA	Powers and duties
	§ 20-6-101, MCA	Definition of elementary and high school districts
	§ 20-6-201, MCA	Elementary district classification
	§ 20-6-301, MCA	High school district classification
	§ 20-9-309, MCA	Basic system of free quality public elementary and secondary schools defined – identifying educationally relevant factors – establishment of funding formula and budgetary structure – legislative review
	Article X, Section 8, MT Constitution	

Policy History:

Adopted on:

Reviewed on:

Revised on:

THE BOARD OF TRUSTEES

1105

Membership and Terms of Office

The District is governed by a Board of Trustees consisting of five members. The powers and duties of the Board include the broad authority to adopt and enforce all policies necessary for the management, operations and governance of the District. Except as otherwise provided by law, trustees shall hold office for terms of three (3) years, or until their successors are elected and qualified. Terms of trustees shall be staggered as provided by law.

All trustees shall participate on an equal basis with other members in all business transactions pertaining to the high school maintained by the District. Only those trustees elected from the elementary district may participate in business transactions pertaining to the elementary schools maintained by the District.

There may be a student representative from the High School that is elected by the student body to be a non-voting member of the Board. The student representative may attend and participate in discussions of all matters held in open session during regular and special Board meetings. Each month the student representative may provide a report to the Board of Trustees on High School events.

Legal References:	§ 20-3-301, MCA	Election and term of office
	§ 20-3-302, MCA	Legislative intent to elect less than majority of trustees
	§ 20-3-305, MCA	Candidate qualification, filing deadline, and withdrawal
	§ 20-3-306, MCA	Conduct of election
	§ 20-3-307, MCA	Qualification and oath
	§ 20-3-341, MCA	Number of trustee positions in elementary districts – transition
	§ 20-3-351, MCA	Number of trustee positions in high school districts
	§ 20-3-352, MCA	Request and determination of number of high school district additional trustee positions – nonvoting trustee
	§ 20-3-361, MCA	Joint board of trustees organization and voting membership

Policy History:

Adopted on:

Reviewed on:

Revised on:

Culbertson School District

THE BOARD OF TRUSTEES

1110

Taking Office

A newly elected trustee shall take office as soon as election results have been certified and the newly elected trustee has taken and subscribed to an oath to faithfully and impartially discharge the duties of the office to the best of his/her ability.

A newly appointed trustee shall take office, after the trustee has taken and subscribed to an oath to faithfully and impartially discharge the duties of the office to the best of his/her ability.

The person shall qualify by taking an oath of office administered by the county superintendent, the superintendent's designee, or any officer provided for in 1-6-101, MCA or 2-16-116, MCA. Such oath must be filed with the county superintendent not more than fifteen (15) days after the receipt of the certificate of election or the appointment.

Cross Reference:	Policy 1113	Vacancies
Legal References:	§ 1-6-101, MCA	Officers who may administer oaths
	§ 2-16-116, MCA	Power to administer oaths
	§ 20-1-202, MCA	Oath of office
	§ 20-3-307, MCA	Qualification and oath

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 **Culbertson School District**

2
3 **THE BOARD OF TRUSTEES**

1111
page 1 of 2

4
5 Elections

6
7 Elections conducted by the District are nonpartisan and are governed by applicable election laws
8 as found in Titles 13 & 20 of the Montana Code Annotated. The ballot at such elections may
9 include candidates for trustee positions, various public policy propositions, and advisor
10 questions.

11
12 Board elections shall take place on the first (1st) Tuesday after the first (1st) Monday in May of
13 each year. Any person who is a qualified voter of the District is legally qualified to become a
14 trustee. A declaration of intent to be a candidate must be submitted to the District Clerk at least
15 forty (40) days before the regular school election day. If different terms are to be filled, the term
16 for the position for which the candidate is filing must also be indicated. Any person seeking to
17 become a write-in candidate for a trustee position shall file a declaration of intent no later than
18 5:00 p.m. on the day before the ballot certification deadline in 20-20-401. If the number of
19 candidates filing for vacant positions or filing a declaration of intent to be a write-in candidate is
20 equal to or less than the number of positions to be elected, the trustees may give notice no later
21 than thirty (30) days before the election that a trustee election will not take place. If a trustee
22 election is not held, the trustees shall declare the candidates elected by acclamation and shall
23 issue a "certificate of election" to each candidate.

24
25 A candidate intending to withdraw from the election shall send a statement of withdrawal to the
26 clerk of the district containing all information necessary to identify the candidate and the office
27 for which the candidate filed. The statement of withdrawal must be acknowledged by the clerk
28 of the district. A candidate may not withdraw after 5:00 p.m. the day before the ballot
29 certification deadline in 20-20-401.

30
31 In the event of an unforeseen emergency occurring on the date scheduled for the funding
32 election, the district will be allowed to reschedule the election for a different day of the calendar
33 year.

34
35 In years when the Legislature meets in regular session or in a special session that affects school
36 funding, the trustees may order the election on a date other than the regular school election day
37 in order for the electors to consider a proposition requesting additional funding under § 20-9-
38 353, MCA.

Legal Reference:	§ 13-10-211, MCA	Declaration of intent for write-in candidates
	§ 20-3-305, MCA	Candidate qualification, filing deadline and withdrawal
	§ 20-3-313, MCA	Election by acclamation – notice
	§ 20-3-322, MCA	Meetings and quorum
	§ 20-3-322(5), MCA	Meetings and quorum (unforeseen emergency definition)
	§ 20-3-324(4), MCA	Powers and duties
	§ 20-9-353, MCA	Additional financing for general fund – election for authorization to impose
	§ 20-20-105, MCA	Regular school election day and special school elections – limitation – exception
	§ 20-20-204, MCA	Election Notice
	§ 20-20-301, MCA	Qualifications of elector

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 **Culbertson School District**

2
3 **THE BOARD OF TRUSTEES**

1111P

4
5 Candidate Orientation

6
7 Candidates for appointment or election to the Board are encouraged to contact the superintendent
8 and clerk for information about school district governance and operations. All public
9 information about the school system shall be made available to them. Additionally, the Board
10 directs the Superintendent to cooperate impartially with all candidates in providing them with
11 information about school governance, Board operations, and school programs.
12

13
14 Procedure History:

15 Adopted on:

16 Reviewed on:

17 Revised on:

Culbertson School District

THE BOARD OF TRUSTEES

1112

Resignation

The resignation of a trustee of the District must be in writing, must stipulate an effective date, and must be submitted to the Clerk of the District.

Trustees retiring from the Board may be recognized for their service to the District by presentation of a service plaque or other appropriate activities.

Legal Reference:	§ 2-16-502, MCA	Resignations
	§ 20-3-308, MCA	Vacancy of trustee position

Policy History:

Adopted on:

Reviewed on:

Revised on:

Culbertson School District

THE BOARD OF TRUSTEES

1113

Vacancies

A trustee position becomes vacant before the expiration of a term, when any of the following occurs:

1. Death of the trustee;
2. The effective date stipulated in the written resignation of the trustee filed with the Clerk;
3. Trustee moves out of the district, establishing residence elsewhere;
4. Trustee is no longer a registered elector of the District under the provisions of § 20-20-301, MCA;
5. Trustee is absent from the District for sixty (60) consecutive days;
6. Trustee fails to attend three (3) consecutive meetings of the trustees without good excuse;
7. Trustee has been removed under the provisions of § 20-3-310, MCA; or
8. Trustee ceases to have the capacity to hold office under any other provision of law.
9. A trustee position also shall be vacant when an elected candidate fails to qualify.

When a trustee vacancy occurs, the remaining trustees shall declare such position vacant and fill such vacancy by appointment. The Board will receive applications from any qualified persons seeking to fill the position after suitable public notice. The Board will appoint one (1) candidate to fill the position.

Should the Board fail to fill a vacancy within sixty (60) days from the creation of a vacancy, the county superintendent shall appoint, in writing, a competent person to fill such vacancy. An appointee shall qualify by completing and filing an oath of office with the county superintendent within fifteen (15) days after receiving notice of the appointment and shall serve until the next regularly scheduled school election and a successor has qualified.

Cross Reference: 1240 Duties of Individual Trustees
 1112 Resignations

Legal References: § 2-16-501(3), MCA Vacancies created
 § 20-3-308, MCA Vacancy of trustee position
 § 20-3-309, MCA Filling vacated trustee position – appointee
 qualification and term of office

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 **Culbertson School District**

2
3 **THE BOARD OF TRUSTEES**

1120

4
5 Annual Organization Meeting

6
7 After issuance of election certificates to newly elected trustees, but no later than 15 days after the
8 election, the Board shall elect from among its members a Chairperson and a Vice Chairperson to
9 serve until the next annual organizational meeting. If a Board member is unable to continue to
10 serve as an officer, a replacement shall be elected at the earliest opportunity to serve the
11 remainder of the term. In the absence of both the Chairperson and the Vice Chairperson, the
12 Board shall elect a Chairperson *pro tempore*, who shall perform the functions of the Chairperson
13 during the latter's absence. The Clerk shall act as Board secretary.

14
15 The normal order of business shall be modified for the annual organizational meeting by
16 considering the following matters after the approval of the minutes of the previous meeting:

- 17
18 1. Welcome and introduction of newly elected Board members by the current Chairperson
19
20 2. Swearing in of newly elected trustees
21
22 3. Call for nominations for Chairperson to serve during the ensuing year
23
24 4. Election of a Chairperson
25
26 5. Assumption of office by the new Chairperson
27
28 6. Call for nominations for Vice Chairperson to serve during the ensuing year
29
30 7. Election of a Vice Chairperson
31
32 8. Appointment of a Clerk
33
34
35

36 Legal References: § 20-3-321, MCA Organization and officers
37 § 20-3-322(a), MCA Meetings and quorum
38 Title 1, Chapter 5, Part 6, MCA Notarial Acts
39

40 Policy History:

41 Adopted on:

42 Reviewed on:

43 Revised on:

1 **Culbertson School District**

2
3 **THE BOARD OF TRUSTEES**

1130

4
5 Committees

6
7 Generally, trustees will function as a whole and will not form committees of the Board.
8 Nevertheless the Board may create Board committees as deemed necessary or useful. All
9 committees created by the Board shall comply with the open meeting laws and all other laws
10 applicable to school board meetings.

11
12 The Board will have the following list of standing committees:
13 Personnel, Finance, Curriculum, Policy, Professional Development, Building,
14 Technology, Vocational, Public Relations, Athletics, and Negotiations.

15
16 The duties and responsibilities of each standing committee shall be approved by the Board
17 and contained in the subsections of this policy.

18
19 The Board shall assign trustees to each of the standing committees at the reorganization
20 meeting in May of each year. The Board shall also assign a chairperson for each
21 committee to preside over committee meetings.

22
23 Committee meetings will be designed to carry out fact-finding and information-sharing
24 discussions. Committee meetings will comply with all opening meeting laws and there
25 shall be no formal business conducted at any time. Committee recommendations, if any,
26 will be taken to the full Board for action.

27
28 The Board may also create, and appoint members to, any ad hoc committees that are
29 deemed necessary and appropriate to the function of the District.

30
31 Each standing committee of the Board except for the Personnel Committee shall consist of
32 consist of two (2) trustees. The Personnel Committees shall have five (5) trustee members.

33
34 Each standing committee of the Board:

- 35 1. have a chairperson assigned by the Board to preside over meetings.
36 2. meet as determined by the Board.

37
38 The Vocational Committee duties shall include:

- 39
40 1. reviewing the status of the Career and Technical Education Programs of the District.
41 2. reviewing and recommending changes in the Career and Technical Education Programs
42 to the Board.
43 3. and any other duties assigned by the Board.
44
45
46

The Technology Committee duties shall include:

1. reviewing the status of the District Technology Plan and all technologies that are utilized by the staff and integrated into the curriculum of the District.
2. reviewing and recommending the purchase of technologies to the Board.
3. and any other duties assigned by the Board.

The Building Committee duties shall include:

1. reviewing the status of all buildings and grounds that are owned or rented by the District.
2. reviewing and recommending the program of care and maintenance of the buildings and grounds to the Board.
3. and any other duties assigned by the Board.

The Professional Development Committee duties shall include:

1. reviewing the current professional development program for the staff.
2. reviewing and recommending the professional development program for the upcoming school year to the Board each spring.
3. and any other duties assigned by the Board.

The Policy Committee duties shall include:

1. reviewing the current policies against those recommended by MTSBA.
2. reviewing and recommending changes to the policies as necessary.
3. and any other duties assigned by the Board.

The Curriculum Committee duties shall include:

1. reviewing the current curriculum against the state standards.
2. reviewing and recommending changes to the curriculum as necessary.
3. and any other duties assigned by the Board.

The Finance Committee duties shall include:

1. reviewing the upcoming budget projections in March of each year.
2. reviewing and recommending May levy election amounts.
3. and any other duties assigned by the Board.

The Personnel Committee duties shall include:

1. advertising, screening, and recommending of applicants for hire within the District.
2. reviewing and recommending assignments for teaching staff each year.

3. and any other duties assigned by the Board.

The Negotiations Committee duties shall include:

1. reviewing the status of the Master Agreement that is currently in place between the District and the Culbertson Education Association.
2. meeting with Culbertson Education Association negotiating committee to review and recommend changes in the Master Agreement to the Board for ratification.
3. and any other duties assigned by the Board.

The Athletic Committee duties shall include:

1. reviewing the status of the athletic programs that are offered by the District.
2. reviewing and recommending changes in athletic programs to the Board.
3. and any other duties assigned by the Board.

The Public Relations Committee duties shall include:

1. reviewing the public relations methods that are employed by the District.
2. reviewing and recommending changes in public relations to the Board.
3. and any other duties assigned by the Board.

Legal Reference: § 2-3-203, MCA Meetings of public agencies and certain associations
of public agencies to be open to public – exceptions
Bryan v. Yellowstone (2002), 2002 MT 264
Crofts v. Associated Press (2004), 2004 MT 120

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 **Culbertson School District**

2
3 **THE BOARD OF TRUSTEES**

1135

4
5 School Board Advocacy

6
7 The Board of Trustees of Culbertson School District believes it has a responsibility to the
8 students, parents, and community to advocate for student achievement and quality education. In
9 order to meet these responsibilities, the District will work vigorously for the passage of new laws
10 designed to advance the cause of good schools and for the repeal or modification of existing laws
11 that impede this cause.

12
13 Trustees must keep themselves and community members informed of pending legislation and
14 actively communicate board positions and concerns to elected representatives at both the state
15 and national level. The Board must work with legislative representatives (both state and federal),
16 with the Montana School Boards Association, the National School Boards Association, and other
17 concerned groups in developing an annual as well as long-range legislative program.

18
19 Each Trustee is encouraged to participate in the MTSBA Delegate Assembly, the MTSBA Board
20 Legislative Contact Program and the caucuses. We also encourage each board and trustee to be
21 aware of the importance of building a relationship with the community, to be used to increase
22 student success.

23
24 In doing so, the Board will:

- 25
26 1. At its annual organizational meeting appoint a member as its Board Legislative Contact
27 (BLC) to the Montana School Boards Association (MTSBA). This person will:
28 a. Serve as the Board's liaison to MTSBA;
29 b. Attend the Day of Advocacy during each legislative session;
30 c. Attend other state and regional association meetings as approved by the Board;
31 and
32 d. Advise MTSBA of the Board's views regarding MTSBA's legislative positions
33 and activities.
34
35 2. At least once each month, the Board meeting agenda will include an opportunity for the
36 BLC to report on educational issues pending on the state and federal levels.
37
38 3. Work with the BLC, MTSBA, the National School Boards Association (NSBA), and
39 other concerned groups and organizations on matters of mutual interest.
40
41
42

43 Policy History:

44 Adopted on:

45 Reviewed on:

46 Revised on:

1 **Culbertson School District**

2
3 **THE BOARD OF TRUSTEES**

1135P

4
5 School Board Advocacy

6
7 Once the Board of Trustees has determined that it is in its best interest to actively become an
8 advocate for the education of the students in its District, the following guidelines are established
9 to help facilitate the process.

10
11 1. An additional item on the agenda of the Annual Organizational Meeting, usually held in
12 May of each year, will include the appointment of one (1) of its trustees as the Board
13 Legislative Contact (BLC) to the Montana School Boards Association (MTSBA).

14
15 a. The District Clerk will submit the name to the Administrative Service Specialist
16 of the MTSBA no later than one (1) month after the appointment.

17
18 2. The Board will identify this appointee and/or additional trustees as registered lobbyists
19 for the District.

20
21 a. The District Clerk will make sure that the appointed trustee(s) are sufficiently
22 registered as lobbyists for the District.

23
24 3. The threshold for reimbursement of expenses before the lobbying license requirement
25 becomes effective will be determined by the Commissioner of Political Practices.

26
27 4. The BLC, or designee, will attend the Day of Advocacy during each legislative session.

28
29 5. The BLC, or designee, will attend the annual Delegate Assembly.

30
31 6. The Board may set additional parameters, including the number of trips to the
32 Legislature, the number of regional and state meetings approved, etc.

33
34 7. The Board will include an item on its monthly agenda, giving the BLC an opportunity to
35 discuss advocacy information.

36
37
38
39 Legal Reference: § 5-7-112, MCA Payment threshold – inflation adjustment
40 ARM 44.12.204 Payment threshold – inflation adjustment

41
42 Procedure History:

43 Promulgated on:

44 Reviewed on:

45 Revised on:

1 **Culbertson School District**

2
3 **THE BOARD OF TRUSTEES**

1210

4
5 Qualifications, Terms, and Duties of Board Officers

6
7 The Board officers are the Chairperson and Vice Chairperson. These officers are elected at the annual
8 organizational meeting.

9
10 Chairperson

11
12 The Chairperson may be any trustee of the board, including an additional trustee as provided for in 20-3-
13 352(2). If an additional trustee is chosen to serve as the Chairperson of an elementary district described
14 in 20-3-351(1)(a), the additional trustee may not vote on issues pertaining only to the elementary district.
15 The duties of the Chairperson include the following:

- 16
17 • Preside at all meetings and conduct meetings in the manner prescribed by the Board's policies;
18 • Make all Board committee appointments;
19 • Sign all papers and documents as required by law and as authorized by action of the Board;
20 • Close Board meetings as authorized by Montana law; and
21 • Act as spokesperson for the Board.

22
23 The Chairperson is permitted to participate in all Board meetings in a manner equal to all other Board
24 members, including the right to participate in debate and to vote. The Chairperson may not make a
25 motion, but may second motions.

26
27 Vice Chairperson

28
29 The Vice Chairperson shall preside at all Board meetings in the absence of the Chairperson and shall
30 perform all the duties of the Chairperson during the Chairperson's absence or unavailability. The Vice
31 Chairperson shall work closely with the Chairperson and shall assume whatever duties the Chairperson
32 may delegate.

33
34

35 Cross Reference:	Policy 1120	Annual Organizational Meeting
36		
37 Legal References:	§ 2-3-203, MCA	Meetings of public agencies and certain
38		associations of public agencies to be open to
39		public – exceptions
40	§ 20-3-321(2), MCA	Organization and officers
41	§ 20-3-351(1)(a), MCA	Number of trustee positions in high school
42		districts
43	§ 20-3-352(2), MCA	Request and determination of number of high
44		school district additional trustee positions –
45		nonvoting trustee

46 Policy History:

47 Adopted on:

48 Reviewed on:

49 Revised on:

1 **Culbertson School District**

2
3 **THE BOARD OF TRUSTEES**

1230

4
5 Clerk

6
7 The district clerk of the Culbertson School District shall have such qualifications and training as
8 the Board may find appropriate and acceptable.

9
10 The goal of the district clerk is to relieve the Board of paper work, unnecessary concern with the
11 actual handling of district moneys, and impedimenta, and to execute expeditiously the
12 instructions of the Board so that the Board may devote maximum attention to the central
13 problems of education and policy determination.

14
15 The term of employment shall be a twelve month year with salary and work year to be
16 established by the Board.

17
18 The district clerk shall report to the Board chairman and the superintendent.

19
20 The performance of the district clerk shall be evaluated by the Board on an annual basis. The
21 evaluation instrument (Appendix J) shall be developed by the Board and clerk.

22
23 It shall be the duty of the district clerk to:

- 24
25 A. attend all Board meetings,
26
27 B. keep accurate and full minutes of the meetings of the Board,
28
29 C. send a copy of minutes to each member of the Board at least one week prior to the next
30 regular meeting of the Board,
31
32 D. prepare, together with the superintendent, an agenda setting forth all known items of
33 business to be considered at the meeting and to deliver the agenda to each member of the
34 Board at least one week prior to the meeting,
35
36 E. publish all legal notices concerning the district's business,
37
38 F. act as custodian of all federal, state, and local monies belonging to the district,
39
40 G. receive all federal, state, and local monies belonging to the district,
41
42 H. deposit monies received in banks or treasuries designated by the Board,
43
44 I. become bonded in such sum as shall be required before entering on the duties of the
45 office and notarize as requested, the premium on such bond and notarization to be paid by
46 the district,

- J. pay out district monies on written order of designated officials of the Board,
- K. give detailed accounts of monies received and disbursed at least once a month prior to the regular meeting of the Board and at such other times as the Board may request,
- L. render a full annual report at the end of each fiscal year for each school budget,
- M. work in conjunction with the Board designated auditing firm to satisfy all state audit requirements,
- N. maintain employee records as they pertain to items such as contracts, insurance, leave, time sheets, and voluntary payroll deduction,
- O. direct District investments monthly to the County Treasurer detailed by fund,
- P. maintain federal, state, and local grants and scholarships with fiscal year end reports,
- Q. maintain fixed assets as reported to OPI and inventory records for the District,
- R. maintain all bus driver certifications and contracts, and
- S. perform such other tasks as may from time to time be assigned.

Legal references:	§ 20-3-321, MCA	Organization and officers
	§ 20-3-325, MCA	Clerk of district
	§ 20-4-201, MCA	Employment of teachers and specialists by contract
	§ 20-9-133, MCA	Adoption and expenditure limitations of final budget
	§ 20-9-165, MCA	Budget amendment limitation, preparation, and adoption procedures
	§ 20-9-221, MCA	Procedure for issuance of warrants
	§ 20-20-401(2), MCA	Trustees' election duties – ballot certification

Policy History:

Adopted on:

Reviewed on:

Revised on:

THE BOARD OF TRUSTEES

1240

Duties of Individual Trustees

The authority of individual trustees is limited to participating in actions taken by the Board as a whole when legally in session or during a duly constituted committee meeting. Trustees shall not assume responsibilities of administrators or other staff members. The Board or staff shall not be bound by an action taken or statement made by an individual trustee, except when such statement or action is pursuant to specific instructions and official action taken by the Board.

Each trustee shall review the agenda and attendant materials in advance of a meeting and shall be prepared to participate in discussion and decision making for each agenda item. Each trustee shall visit the school at least once per year to examine its management, conditions, and needs.

All trustees are obligated to attend Board meetings regularly. Whenever possible, a trustee shall give advance notice to the Chairperson or Superintendent, of the trustee's inability to attend a Board meeting. A majority of the Board may excuse a trustee's absence from a meeting if requested to do so.

Board members, as individuals, have no authority over school affairs, except as provided by law or as authorized by the Board.

Cross Reference: 1113 Vacancies

Legal References:	§ 20-3-301, MCA	Election and term of office
	§ 20-3-308, MCA	Vacancy of trustee position
	§ 20-3-324(22), MCA	Powers and duties
	§ 20-3-332, MCA	Personal immunity and liability of trustees

THE BOARD OF TRUSTEES

1310

District Policy and ProceduresAdoption and Amendment of Policies

Proposed new policies and proposed changes to existing policies shall be presented in writing for reading and discussion at a regular or special Board meeting. Interested parties may submit views, present data or arguments, orally or in writing, in support of or in opposition to proposed policy. Any written statement by a person, relative to a proposed policy or amendment, should be directed to the District Clerk prior to the final reading. The final vote for adoption shall take place not earlier than at the second (2nd) reading of the particular policy. New or revised policies that are required, or have required language changes based on State or Federal law, or are required changes by administrative rule, may be adopted after the first (1st) reading if sufficient notice has been given through the board agenda.

All new or amended policies shall become effective on adoption; unless a specific effective date is stated in the motion for adoption.

Policies, as adopted or amended, shall be made a part of the minutes of the meeting at which action was taken and also shall be included in the District's policy manual. Policies of the District shall be reviewed on a regular basis.

Policy Manuals

The Superintendent shall develop and maintain a current policy manual which includes all policies of the District. Every administrator, as well as staff, students, and other residents, shall have ready access to District policies.

Suspension of Policies

Under circumstances that require waiver of a policy, the policy may be suspended by a majority vote of the trustees present. To suspend a policy, however, all trustees must have received written notice of the meeting, which includes the proposal to suspend a policy and an explanation of the purpose of such proposed suspension.

Administrative Procedures

The Superintendent shall develop such administrative procedures as are necessary to ensure consistent implementation of policies adopted by the Board.

When a written procedure is developed, the Superintendent shall submit it to the Board as an information item.

Legal References:	§ 20-3-323, MCA	District policy and record of acts
	10.55.701, ARM	Board of Trustees

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 **Culbertson School District**

2
3 **THE BOARD OF TRUSTEES**

1332

4
5 Authorization of Signatures

6
7 For the conduct of the business of the District, the Board may grant authority to specific staff to
8 sign certain documents on behalf of the District. The Chairperson and Clerk are authorized to
9 use a facsimile signature plate or stamp.

10
11 Warrants: The Board Chairperson and Clerk are authorized to sign all District warrants on
12 behalf of the Board. The District may utilize facsimile signatures.

13
14 Claim Forms: The Superintendent, District Clerk, and Assistant Clerk are authorized to certify
15 voucher or invoice claims against or for the District.

16
17 Checks: The District Clerk, High School Principal and Activities Secretary are designated as the
18 custodian of the extracurricular fund account. The District Clerk and Activities Secretary is
19 designated as the custodian of all District petty cash accounts.

20
21 Contracts for Goods and Services: The Board Chairperson and Clerk are authorized to sign
22 personnel contracts and agreements of employment on behalf of the Board

23
24 Personnel Contracts: The Board Chairperson and Clerk are authorized to sign personnel
25 contracts and agreements of employment on behalf of the Board.

26
27 Negotiated Agreements: Negotiated agreements shall be signed for the District by the Board
28 Chairperson and the Clerk.

29
30
31
32 Policy History:

33 Adopted on:

34 Reviewed on:

35 Revised on:

THE BOARD OF TRUSTEES

1400

page 1 of 2

Board Meetings

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

Regular Meetings

Unless otherwise specified, all meetings will take place in the school lunch room on the 3rd Tuesday of each month at 6:30 pm or at other times and places determined by a majority vote. Except for an unforeseen emergency, meetings must be held in school buildings or, upon the unanimous vote of the trustees, in a publicly accessible building located within the District. If regular meetings are scheduled at places other than as stated above or are adjourned to times other than the regular meeting time, notice of the meeting shall be made in the same manner as provided for special meetings. The trustees may meet outside the boundaries of the District for collaboration or cooperation on educational issues with other school boards, educational agencies, or cooperatives. Adequate notice of the meeting, as well as an agenda, must be provided to the public in advance. Decision making may only occur at a properly noticed meeting held within the District's boundaries. When a meeting date falls on a school holiday, the meeting may take place the next business day.

Emergency Meetings

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

Budget Meetings

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

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

1400

Special Meetings

Special meetings may be called by the Chairperson or by any two (2) trustees. A written notice of a special meeting, stating the purpose of the meeting, shall be delivered to every trustee not less than forty-eight (48) hours before the time of the meeting, except that the forty-eight-(48)-hour notice is waived in an unforeseen emergency as stated in § 20-3-322(5), MCA. Such written notice shall be posted conspicuously within the District in a manner that will receive public attention. Business transacted at a special meeting will be limited to that stated in the notice of the meeting.

Closed Sessions

Under Montana law, the Board may meet in closed sessions to consider matters of individual privacy. Before closing a meeting, the presiding officer must determine that the demands of individual privacy exceed the merits of public disclosure and so state publicly before going into closed session. The Board also may go into closed session to discuss a strategy to be followed with respect to litigation, when an open meeting would have a detrimental effect on the litigating position of the District. This exception does not apply if the litigation involves only public bodies or associations as parties. Before closing a meeting for litigation purposes, the District may wish to consult legal counsel on the appropriateness of this action. No formal action shall take place during any closed session.

Legal References:	§ 2-3-103, MCA	Public participation – governor to ensure guidelines adopted
	§ 2-3-104, MCA	Requirements for compliance with notice provisions
	§ 2-3-105, MCA	Supplemental notice by radio or television
	§ 2-3-201, MCA	Legislative intent – liberal construction
	§ 2-3-202, MCA	Meeting defined
	§ 2-3-203, MCA	Meetings of public agencies and certain associations of public agencies to be open to public – exceptions
	§ 20-3-322, MCA	Meeting and quorum
	§ 20-9-115, MCA	Notice of final budget meeting
	§ 20-9-131, MCA	Final budget meeting
	10.55.701, ARM	Board of Trustees

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 **Culbertson School District**

2
3 **THE BOARD OF TRUSTEES**

1401

4
5 Records Available to Public

6
7 All District records, except those restricted by state and federal law, shall be available to citizens for
8 inspection at the Clerk's office.

9
10 Any individual may request public information from the district. The district shall make the means of
11 requesting public information accessible to all persons.

12
13 Upon receiving a request for public information, the district shall respond in a timely manner to the
14 requesting person by:

- 15
16 (a) Making the public information available for inspection and copying by the requesting person; or
17 (b) Providing the requesting person with an estimate of the time it will take to fulfill the request if the
18 public information cannot be readily identified and gathered and any fees that may be charged.

19
20 The district may charge a fee for fulfilling a public information request. The fee may not exceed the
21 actual costs directly incident to fulfilling the request in the most cost-efficient and timely manner
22 possible. The fee must be documented. The fee may include the time required to gather public
23 information. The district may require the requesting person to pay the estimated fee prior to identifying
24 and gathering the requested public information.

25
26 The district is not required to alter or customize public information to provide it in a form specified to
27 meet the needs of the requesting person. If the district agrees to a request to customize a records request
28 response, the cost of the customization may be included in the fees charged by the district.

29
30 In accordance with § 20-9-213(1), MCA, the record of the accounting of school funds shall be open to
31 public inspection at any meeting of the trustees. A fee may be charged for any copies requested. Copies
32 will be available within a reasonable amount of time following a request.

33
34 A written copy of Board minutes shall be available to the general public within five (5) working days
35 following approval of the minutes by the Board. If requested, one (1) free copy of minutes shall be
36 provided to local media within five (5) working days following approval by the Board.

37
38 Legal References: § 2-6-1003, MCA Access to Public Information
39 § 2-6-1006, MCA Public Information requests - fees
40 § 20-3-323, MCA District policy and record of acts
41 § 20-9-213, MCA Duties of trustees

42
43 Policy History:

44 Adopted on:
45 Reviewed on:
46 Revised on:

4
5 School Board Use of Electronic Mail and Mobile Messaging

6
7 Use of electronic mail and mobile messaging by members of the Board will conform to the same
8 standards of judgment, propriety, and ethics as other forms of school board-related
9 communication. Board members will comply with the following guidelines when using e-mail
10 and mobile messaging in the conduct of Board responsibilities:

- 11
12 1. The Board will not use e-mail or mobile messaging as a substitute for deliberations at
13 Board meetings or for other communications or business properly confined to Board
14 meetings.
15
16 2. Board members will be aware that mobile messages, e-mail and e-mail attachments
17 received or prepared for use in Board business or containing information relating to
18 Board business may be regarded as public records, which may be inspected by any
19 person upon request, unless otherwise made confidential by law.
20
21 3. Board members will avoid reference to confidential information about employees,
22 students, or other matters in mobile messages or e-mail communications, because of the
23 risk of improper disclosure. Board members will comply with the same standards as
24 school employees, with regard to confidential information.
25
26
27

28 Cross Reference: 1400 Board Meetings
29 1401 Records Available to Public
30

31 Legal Reference: § 2-3-103, MCA Public participation – governor to ensure guidelines
32 adopted
33 § 2-3-201, MCA Legislative intent – liberal construction
34 § 2-3-203, MCA Meetings of public agencies and certain associations
35 of public agencies to be open to public – exceptions
36 § 20-3-322, MCA Meeting and quorum
37

38 Policy History:

39 Adopted on:

40 Reviewed on:

41 Revised on:

2
3 **THE BOARD OF TRUSTEES**

1420

page 1 of 3

4
5 School Board Meeting Procedure

6
7 Agenda

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

12
13 The Board Chairperson must approve any items submitted by Board members or members of the
14 public, to be placed on the agenda. Citizens wishing to make brief comments about school programs
15 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 With consent of a majority of members present, the order of business at any meeting may be
26 changed. Copies of the agenda for the current Board meeting, minutes of the previous Board
27 meeting, and relevant supplementary information will be prepared and distributed to each trustee in
28 advance of a Board meeting and will be available to any interested citizen at the Superintendent’s
29 office before a Board meeting. An agenda for other types of Board meetings will be prepared, if
30 circumstances require an agenda.

31
32 Consent Agenda

33
34 To expedite business at its meetings, the Board approves the use of a consent agenda, which may
35 include those items considered to be routine in nature. Any item that appears on the consent agenda
36 may be removed by a member of the Board. Any Board member who wishes to remove an item
37 from the consent agenda must give advance notice in a timely manner to the Superintendent.
38 Remaining items will be voted on by a single motion. The approved motion will be recorded in the
39 minutes, including a listing of all items appearing on the consent agenda.

40
41 Minutes

42
43 Appropriate minutes of all meetings required to be open must be kept and must be available for
44 inspection by the public.

45
46 Unofficial minutes shall be delivered to Board members in advance of the next regularly scheduled
47 meeting of the Board. Minutes need not be read publicly, provided that Board members have had an
48 opportunity to review them before adoption. A file of permanent minutes of Board meetings shall be

maintained in the office of the Clerk, to be made available for inspection upon request. A written copy shall be made available within five (5) working days following approval by the Board.

Quorum

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

Electronic Participation

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

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

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

Meeting Conduct and Order of Business

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

Rescind a Motion

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

Cross Reference: 1441 Audience Participation

Legal References: § 2-3-103, MCA Public participation - governor to ensure guidelines adopted

§ 2-3-202, MCA Meeting defined
§ 2-3-212, MCA Minutes of meetings – public inspection
§ 20-1-212, MCA Destruction of records by school officer
§ 20-3-322, MCA Meetings and quorum
§ 20-3-323, MCA District policy and record of acts
Jones and Nash v. Missoula Co., 2006 MT2, 330 Mont 2005

Policy History:

Adopted on:

Reviewed on:

Revised on:

2
3 **THE BOARD OF TRUSTEES**

1420F

4
5 Notice Regarding Public Comment

6
7 Montana law requires school districts and other public agencies to include on the agenda for
8 public meetings an item allowing public comment on any public matter not otherwise
9 specifically listed on the agenda that is within the jurisdiction of the agency. The public comment
10 portion of the agenda is not the time designated to hear items that are specifically
11 listed/identified on the agenda.

12
13 For those individuals who desire to address the Board during the public comment portion of the
14 meeting, the Board may provide a sign in sheet. If a sign in sheet is available, please sign your
15 name to the sheet and indicate the general topic on which you will be commenting. If necessary,
16 the Board Chairperson will call individuals to speak in the order listed on the sheet provided.
17 Please state your name prior to beginning your comment. There will be an opportunity for
18 citizens who have not signed in to comment at the conclusion of the comment period. The Board
19 would like to remind everyone in attendance to avoid violations of individual rights of privacy
20 when providing comment. The Board is not authorized to hear comments on contested cases or
21 other adjudicative proceedings.

22
23 By law, the District cannot take any action on any matter discussed during the public comment
24 portion of the meeting as those matters are specifically noticed on the agenda. The Board may
25 take a matter raised during the public comment period under consideration for inclusion on a
26 future agenda.

27
28 In accordance with Montana law, citizens have the right to comment on an item that is
29 specifically listed on the agenda. Citizens will be permitted to do so when the item comes up for
30 discussion and action. The board chair will indicate when the public has the opportunity to
31 comment prior to board action on a particular agenda item.

32
33 The Board Chair has the authority to manage all public comment periods and will do so in
34 accordance with state law and district policy.
35

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4

1425

6

7
8
9
0
1
2

3
4
5
6
7
8

9
0
1
2
3
4
5
6
7
8
9
0

1

2

3

4

THE BOARD OF TRUSTEES

1441

Audience Participation

The Board recognizes the value of public comment on educational issues and the importance of involving members of the public in its meetings. The Board also recognizes the statutory and constitutional rights of the public to participate in governmental operations. To allow fair and orderly expression of public comments, the Board will permit public participation through oral or written comments during the “public comment” section of the Board agenda and prior to a final decision on a matter of significant interest to the public. The Chairperson may control such comment to ensure an orderly progression of the meeting.

Individuals wishing to be heard by the Chairperson shall first be recognized by the Chairperson. Individuals, after identifying themselves, will proceed to make comments as briefly as the subject permits. The Chairperson may interrupt or terminate an individual’s statement when appropriate, including when statements are out of order, too lengthy, personally directed, abusive, obscene, or irrelevant. The Board as a whole shall have the final decision in determining the appropriateness of all such rulings. It is important for all participants to remember that Board meetings are held in public but are not public meetings. Members of the public shall be recognized and allowed input during the meeting, at the discretion of the Chairperson.

Cross Reference: 1420 School Board Meeting Procedure

Legal Reference: Article II, Section 8, Montana Constitution – Right of participation
Article II, Section 10, Montana Constitution – Right of privacy
Chapter 2, Part 1, MCA Notice and Opportunity to Be Heard

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 **Culbertson 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 properly are 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 Montana and National School Boards
32 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:

1 **Culbertson School District**

2
3 **THE BOARD OF TRUSTEES**

1512
page 1 of 2

4
5 Conflict of Interest

6
7 A trustee may not:

- 8
- 9 1. Engage in a substantial financial transaction for the trustee's private business purpose,
10 with a person whom the trustee inspects or supervises in the course of official duties.
11
 - 12 2. Perform an official act directly and substantially affecting, to its economic benefit, a
13 business or other undertaking in which the trustee either has a substantial financial
14 interest or is engaged as counsel, consultant, representative, or agent.
15
 - 16 3. Act as an agent or solicitor in the sale or supply of goods or services to a district.
17
 - 18 4. Have a pecuniary interest, directly or indirectly, in any contract made by the Board, when
19 the trustee has more than a ten percent (10%) interest in the corporation. A contract does
20 not include: 1) merchandise sold to the highest bidder at public auctions; 2) investments
21 or deposits in financial institutions that are in the business of loaning or receiving money,
22 when such investments or deposits are made on a rotating or ratable basis among
23 financial institutions in the community or when there is only one (1) financial institution
24 in the community; or 3) contracts for professional services other than salaried services or
25 for maintenance or repair services or supplies when the services or supplies are not
26 reasonably available from other sources, if the interest of any Board member and a
27 determination of such lack of availability are entered in the minutes of the Board meeting
28 at which the contract is considered.
29
 - 30 5. Be employed in any capacity by the District, with the exception of officiating at athletic
31 competitions under the auspices of the Montana Officials Association.
32
 - 33 6. Perform an official act directly and substantially affecting to its economic benefit a
34 business or other undertaking in which the officer or employee either has a
35 substantial financial interest or is engaged as counsel, consultant, representative, or
36 agent.
37
 - 38 7. Appoint to a position of trust or emolument any person related or connected by
39 consanguinity within the fourth (4th) degree or by affinity within the second (2nd) degree.
40
 - 41 a. This prohibition does not apply to the issuance of an employment contract to a
42 person as a substitute teacher who is not employed as a substitute teacher for more

1512
page 2 of 2

1 than thirty (30) consecutive school days.

2 b. This prohibition does not apply to the renewal of an employment contract of a
3 person related to a Board member, who was initially hired before the Board
4 member assumed the trustee position.

5 c. This prohibition does not apply if trustees comply with the following
6 requirements: 1) **All trustees**, except the trustee related to the person to be
7 employed or appointed, vote to employ the related person; 2) the trustee related to
8 the person to be employed abstains from voting; and 3) the trustees give fifteen
9 (15) days written notice of the time and place of their intended action in a
10 newspaper of general circulation in the county where the school is located.

11
12 Legal Reference: Section 20-9-204, MCA – Conflicts of Interest
13 Section 20-1-201, MCA – School Officials not to Act as Agents
14 Section 2-3-302, MCA - Nepotism
15 Section 2-2-103, MCA – Public Trust
16 Section 2-2-104, MCA – Rules of Conduct
17 Section 2-2-105, MCA – Ethical Requirements
18 Section 2-2-121, MCA – Rules of Conduct
19

20 Policy History:

21 Adopted on:

22 Reviewed on:

23 Revised on:

Culbertson School District

THE BOARD OF TRUSTEES

1512F

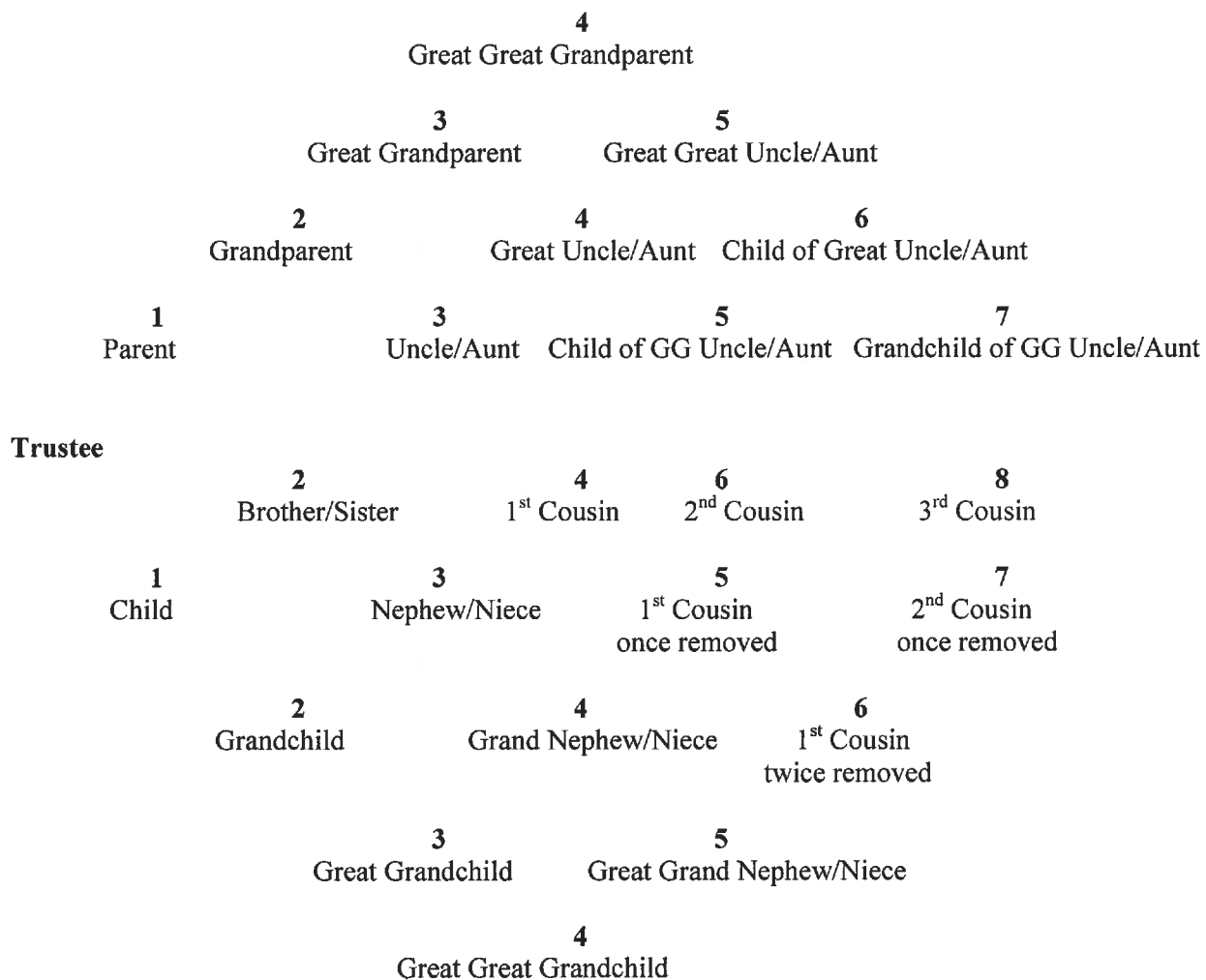
Relationships Defined and Chart

Definitions

Affinity is the legal relationship arising as the result of marriage. Relationship by affinity terminates upon the death of one of the spouses or other dissolution of marriage, except when the marriage has resulted in issue still living.

Consanguinity is a relationship by blood relation. Relationship by consanguinity is confirmed by being descended from the same ancestor. Kinship determined by consanguinity may not be terminated.

Degrees of Consanguinity



Degrees of Affinity

			3
			Great Grandparent-in-law or Step Great Grandparent
		2	
		Grandparent-in-law or Step Grandparent	
	1		3
	Father/Mother-in-law or Step Parent		Uncle/Aunt-in-law Or Step Uncle/Aunt
Trustee	1	2	
	Spouse	Brother/Sister-in-law Or Step Sibling	
	1		3
	Step Child or Son/Daughter-in-law		Nephew/Niece-in-law or Step Nephew/Niece
		2	
		Step Grandchild or Grandchild-in-law	
			3
			Step Great Grandchild or Great Grandchild-in-law

Policy History:

Adopted on:

Reviewed on:

Revised on:

2
3 **THE BOARD OF TRUSTEES**

1513

4
5 Management Rights

6
7 The Board retains the right to operate and manage its affairs in such areas as but not limited to:

- 8
9 1. Direct employees;
- 10
11 2. Employ, dismiss, promote, transfer, assign, and retain employees;
- 12
13 3. Relieve employees from duties because of lack of work or funds under conditions where
14 continuation of such work would be inefficient and nonproductive;
- 15
16 4. Maintain the efficiency of District operations;
- 17
18 5. Determine the methods, means, job classifications, and personnel by which District
19 operations are to be conducted;
- 20
21 6. Take whatever actions may be necessary to carry out the missions of the District in
22 situations of emergency;
- 23
24 7. Establish the methods and processes by which work is performed.

25
26 The Board reserves all other rights, statutory and inherent, as provided by state law.

27
28 The Board also reserves the right to delegate authority to the Superintendent for the ongoing
29 direction of all District programs.

30
31
32
33 Cross Reference: 6110 Superintendent

34
35 Legal Reference: § 20-3-324, MCA Powers and duties
36 § 39-31-303, MCA Management rights of public employers
37 *Bonner School District No. 14 v. Bonner Education Association,*
38 *MEA-MFT, NEA, AFT, AFL-CIO, (2008), 2008 MT 9*

39
40 Policy History:

41 Adopted on:

42 Reviewed on:

43 Revised on:

1 **Culbertson School District**

2
3 **THE BOARD OF TRUSTEES**

1520

4
5 Board/Staff Communications

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

10
11 Staff Communications to the Board

12
13 All official communications or reports to the Board, from principals, supervisors, teachers, or
14 other staff members, shall be submitted through the Superintendent. This procedure shall not
15 deny any staff member the right to appeal to the Board from administrative decisions, provided
16 that the Superintendent shall have been notified of the forthcoming appeal and that it is
17 processed according to the applicable procedures for complaints and grievances.

18
19 Board Communications to Staff

20
21 All official communications, policies, and directives of staff interest and concern will be
22 communicated to staff members through the Superintendent. The Superintendent will employ all
23 such media as are appropriate to keep staff fully informed of Board concerns and actions.

24
25 Visits to Schools

26
27 In accordance with Montana statutes, each trustee shall visit the school at least once each school
28 fiscal year to examine its condition and needs. As a courtesy, individual Board members
29 interested in visiting the school during the school day should make arrangements for visitations
30 through the administration. Such visits shall be regarded as informal expressions of interest in
31 school affairs and not as “inspections” or visits for supervisory or administrative purposes.

32
33 Social Interaction

34
35 Staff and Board members share a keen interest in schools and education. When they meet at
36 social affairs and other functions, informal discussion about such matters as educational trends,
37 issues, and innovations and general District problems can be anticipated. Discussions of
38 personalities or staff grievances are not appropriate.

39
40 Legal Reference: § 20-3-324(22), MCA Powers and duties

41
42 Policy History:

43 Adopted on:

44 Reviewed on:

45 Revised on:

THE BOARD OF TRUSTEES

1521

Board-Superintendent Relationship

The Board-Superintendent relationship is based on mutual respect for their complementary roles. The relationship requires clear communication of expectations regarding the duties and responsibilities of both the Board and the Superintendent.

The Board hires, evaluates, and seeks the recommendations of the Superintendent as the District chief executive officer. The Board adopts policies necessary to provide the general direction for the District and to encourage achievement of District goals. The Superintendent develops plans, programs, and procedures needed to implement the policies and directs the District's day-to-day operations.

Cross Reference: 6110 Superintendent

Legal Reference:	§ 20-4-401, MCA	Appointment and dismissal of district superintendent or county high school principal
	§ 20-4-402, MCA	Duties of district superintendent or county high school principal

Policy History:

Adopted on:

Reviewed on:

Revised on:

Culbertson School District

THE BOARD OF TRUSTEES

1531

Trustee Expenses

Expenses for Board Members - In-District

The members of the trustees of any district may not receive compensation for their services as trustees. The members of the trustees who reside over 3 miles from the trustees' meeting place must be reimbursed at the rate as provided in 2-18-503 for every mile necessarily traveled between their residence and the meeting place and return in attending the regular and special meetings of the trustees, and all trustees must be similarly reimbursed for meetings called by the county superintendent. The travel reimbursement may be accumulated during the school fiscal year and paid at the end of the fiscal year, at the discretion of each trustee.

A trustee is entitled to collect mileage at a rate equal to the mileage allotment allowed by the United States internal revenue service for the current year for the first 1,000 miles and 3 cents less per mile for all additional miles traveled within a given calendar month.

A trustee must file a reimbursement for mileage form, prior to July 1 of each year, requesting reimbursement for the fiscal year. The form may be obtained from the District Clerk/Business Manager.

Expenses for Board Members at Out-of-District Meetings

Trustees normally attend workshops, training institutes, and conferences at both the state and national levels. The District will pay all legitimate costs for trustees to attend out-of-District meetings, at established rates for reimbursement set by the District:

1. Transportation as approved by the Board;
2. On-site transportation during the course of the meeting, i.e., bus, taxi, or rental car;
3. Hotel or motel costs for trustee, as necessary;
4. Food costs as necessary;
5. Telephone services for necessary communications with business or family, resulting from the trustee being away from the school;
6. Incidental expenditures for tips and other necessary costs attributable to the trustee's attendance at a meeting; however, the District will not reimburse or pay for such items as liquor, expenses of a spouse, separate entertainment, or other unnecessary expenditures.

Cross Reference: 7336 Travel Allowances and Expenses
 1531F Mileage reimbursement form

Legal Reference: §2-18-503, MCA Mileage - allowance
 §20-3-311, MCA Trustee reimbursement and compensation of
 secretary for joint board.

Policy History:

Adopted on:

Reviewed on:

Revised on:

CULBERTSON SCHOOL DISTRICT

TRUSTEE MILEAGE REIMBURSEMENT FORM

1531F

A trustee, who resides over 3 miles from the trustees' meeting place, is entitled to collect mileage at a rate equal to the mileage allotment allowed by the United States internal revenue service for the current year for the first 1,000 miles and 3 cents less per mile for all additional miles traveled within a given calendar month for every mile necessarily traveled between their residence and the meeting place and return in attending the regular and special meetings of the trustees.

Year: July 1, 20__ to June 30, 20__

Check one Box:

- ☐ I, _____, Trustee of the _____ School District, hereby request mileage reimbursement for attending regular and special meetings of the Board of Trustees.

I understand the District Clerk/Business Manager will keep a log of the regular and special meetings I attend throughout the school year and reimburse me as provided in 2-18-503, MCA.

I understand I will be reimbursed _____ in January and June
_____ in June

- ☐ I, _____, Trustee of the _____ School District, hereby waive my right to mileage reimbursement for attending regular and special meetings of the Board of Trustees.

Trustee

Date

1 **Culbertson School District**

2
3 **THE BOARD OF TRUSTEES**

1532

4
5 Trustee Insurance

6
7 The District shall maintain sufficient insurance to protect the Board and its individual members
8 against liability arising from actions of the Board or its individual members while each is acting
9 on behalf of the District and within the trustee's authority.

10
11 Legal References: § 20-3-331, MCA Purchase of insurance – self-insurance plan
12 § 20-3-332, MCA Personal immunity of trustees
13 § 20-3-352(2), MCA Request and determination of number of high
14 school district additional trustee positions –
15 nonvoting trustee
16

17 Policy History:

18 Adopted on:

19 Reviewed on:

20 Revised on:

Culbertson School District

R

THE BOARD OF TRUSTEES

1610

Annual Goals and Objectives

Each year the Board will formulate or review the goals of the District that reflect the District's strategic plan of education. At the conclusion of each school year, the Superintendent shall report to the Board information which reflects the accomplishments towards the goals of the District.

The Chairperson may appoint a committee of the Board, to include the Superintendent to annually review the goals and report to the Board.

Cross Reference: MTSBA Strategic Governance Policy Series – 1000SG

Legal Reference: 10.55.701(2)(a), ARM Board of Trustees

Policy History:

Adopted on:

Reviewed on:

Revised on:

Culbertson School District

THE BOARD OF TRUSTEES

1620

Evaluation of Board

At the conclusion of each year, the Board may evaluate its own performance in terms of generally accepted principles of successful Board operations.

The Board may choose to evaluate the effectiveness of the processes it employs in carrying out the responsibilities of the District. Those processes include but are not limited to: team building, decision making, functions planning, communications, motivation, influence, and policy.

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 **Culbertson School District**

2
3 **THE BOARD OF TRUSTEES**

1621

4
5 In-Service Conference for Trustees

6
7 In keeping with the need for continued boardsmanship development, the Board encourages the
8 participation of its members at appropriate Board conferences, workshops, conventions, and
9 District-sponsored in-service training sessions. Funds for participation at such meetings will be
10 budgeted on an annual basis.
11
12
13

14 Policy History:

15 Adopted on:

16 Reviewed on:

17 Revised on:

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0

1630

6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0

7
8
9
0
1
2
3
4
5
6
7
8

3
4
5
6
7
8

9
0
1
2
3
4
5
6
7
8
9
0

9
0
1
2
3
4
5
6
7
8
9
0

5
6
7
8
9
0

7
8
9
0

8
9
0

90

0

1 **Culbertson School District**

2
3 **ADMINISTRATION**

1635

4
5 Internships

6
7 Internship means an agreement between a fully licensed Class 1, 2, or 3 educators, the school
8 district, and a Montana accredited educator preparation program. Internships are permitted in
9 endorsement areas approved by the Board of Public Education.

10
11 The Board recognizes the need to provide training opportunities for prospective teachers and
12 administrators. Internships for those in the process of acquiring teaching endorsements and/or
13 administrative credentials shall be considered and approved on an individual basis. The
14 Superintendent or designee involved will review the internship proposal with the candidate and
15 the university representative, much in the same manner as student teachers are assigned.

16
17 As part of an internship agreement, the parties must agree to the following:

- 18
19 (a) the intern will complete the requirements for the appropriate endorsement within three years;
20 (b) the school district will provide local supervision and support of the intern; and
21 (c) the accredited educator preparation program will approve the coursework and provide support
22 and periodic supervision.

23
24 A superintendent intern shall be supervised throughout the year by a licensed and endorsed
25 superintendent contracted by the district, including participation in, and review of, and written
26 concurrence in all performance evaluations of licensed staff completed by the intern.

27
28 An emergency authorization of employment granted by the Superintendent of Public Instruction
29 pursuant to §20-4-111, MCA is not a license; therefore is not eligible for an internship.

30
31 Legal Reference: § 20-4-111, MCA Emergency authorization of employment
32 ARM 10.55.602 Definitions
33 ARM 10.55.607 Internships
34 ARM 10.55.702 Licensure and duties of District
35 Administrator – District Superintendent
36 ARM 10.57.412 Class 1 and 2 Endorsements
37 ARM 10.57.413 Class 3 Administrative License
38

39
40 Policy History:

41 Adopted on:

42 Reviewed on:

43 Revised on:

1 **Culbertson School District**

2
3 **THE BOARD OF TRUSTEES**

1640

4
5 Board Participation in Activities

6
7 Members of the Board, collectively and individually, are encouraged to attend school activities,
8 social functions, and instructional programs at no cost to the trustees, in order to view and
9 observe such functions in operation. Attendance at such programs as musical presentations,
10 speech activities, clubs, dramatic productions, and athletic events, indicates interest in school
11 affairs and provides opportunity for more comprehensive understanding of the total school
12 program. Administration will provide appropriate communications to trustees to keep them
13 informed about activities they may wish to attend.
14

15
16
17 Policy History:

18 Adopted on:

19 Reviewed on:

20 Revised on:

THE BOARD OF TRUSTEES

1700

page 1 of 3

Uniform Complaint Procedure

The Board establishes this Uniform Complaint Procedure as a means to address complaints arising within the District. This Uniform Complaint Procedure is intended to be used for all complaints except those governed by a specific process in state or federal law that supersedes this process or collective bargaining agreement. Matters covered by a collective bargaining agreement will be reviewed in accordance with the terms of the applicable agreement.

The District requests all individuals to use this complaint procedure, when the individual believes the Board or its employees or agents have violated the individual's rights under state or federal law or Board policy.

The District will endeavor to respond to and resolve complaints without resorting to this formal complaint procedure and, when a complaint is filed, to address the complaint promptly and equitably. The right of a person to prompt and equitable resolution of a complaint filed hereunder will not be impaired by a person's pursuit of other remedies. Use of this complaint procedure is not a prerequisite to pursue other remedies and use of this complaint procedure does not extend any filing deadline related to pursuit of other remedies.

Deadlines requiring District action in this procedure may be extended for reasons related but not limited to the District's retention of legal counsel and District investigatory procedures.

Level 1: Informal

An individual with a complaint is first encouraged to discuss it with the appropriate or building administrator, with the objective of resolving the matter promptly and informally. An exception is that a complaint of sexual harassment should be discussed directly with an administrator not involved in the alleged harassment.

Level 2: Building Administrator

When a complaint has not been or cannot be resolved at Level 1, an individual may file a signed and dated written complaint stating: (1) the nature of the complaint; (2) a description of the event or incident giving rise to the complaint, including any school personnel involved; and (3) the remedy or resolution requested. The written complaint must be filed within thirty (30) calendar days of the event or incident or from the date an individual could reasonably become aware of such event or incident. The applicability of the deadline is subject to review by the Superintendent to ensure the intent of this uniform complaint procedure is honored.

When a complaint alleges violation of Board policy or procedure, the building administrator will investigate and attempt to resolve the complaint. The administrator will respond in writing to the complaint, within thirty (30) calendar days of the administrator's receipt of the complaint.

If the complainant has reason to believe the administrator's decision was made in error, the complainant may request, in writing, that the Superintendent review the administrator's decision. (See Level 3.) This request must be submitted to the Superintendent within fifteen (15) calendar days of the administrator's decision.

When a complaint alleges sexual harassment or a violation of Title IX of the Education Amendments of 1972 (the Civil Rights Act), Title II of the Americans with Disabilities Act of 1990, or Section 504 of the Rehabilitation Act of 1973, the building administrator may turn the complaint over to a District nondiscrimination coordinator. The coordinator will complete an investigation and file a report and recommendation with the Superintendent. If the complainant has reason to believe the Superintendent's decision was made in error, the complainant may request, in writing, that the Board consider an appeal of the Superintendent's decision. (See Level 4.) This request must be submitted in writing to the Superintendent, within fifteen (15) calendar days of the Superintendent's written response to the complaint, for transmission to the Board.

Level 3: Superintendent

If the complainant appeals the administrator's decision provided for in Level 2, the Superintendent will review the complaint and the administrator's decision. The Superintendent will respond in writing to the appeal, within thirty (30) calendar days of the Superintendent's receipt of the written appeal. In responding to the appeal, the Superintendent may: (1) meet with the parties involved in the complaint; (2) conduct a separate or supplementary investigation; (3) engage an outside investigator or other District employees to assist with the appeal; and/or (4) take other steps appropriate or helpful in resolving the complaint.

If the complainant has reason to believe the Superintendent's decision was made in error, the complainant may request, in writing, that the Board consider an appeal of the Superintendent's decision. (See Level 4.) This request must be submitted in writing to the Superintendent, within fifteen (15) calendar days of the Superintendent's written response to the complaint, for transmission to the Board.

Level 4: The Board

Upon written appeal of a complaint alleging a violation of the individual's rights under state or federal law or Board policy upon which the Board of Trustees has authority to remedy, the Board may consider the Superintendent's decision in Level 2 or 3. Upon receipt of written request for appeal, the Chair will either: (1) place the appeal on the agenda of a regular or special Board meeting, (2) appoint an appeals panel of not less than three trustees to hear the appeal and make a recommendation to the Board, or (3) respond to the complaint with an explanation of why the appeal will not be heard by the Board of Trustees in accordance with this policy. If the Chair appoints a panel to consider the appeal, the panel will meet to consider the appeal and then make written recommendation to the full Board. The Board will report its decision on

the appeal, in writing, to all parties, within thirty (30) calendar days of the Board meeting at which the Board considered the appeal or the recommendation of the panel. A decision of the Board is final, unless it is appealed pursuant to Montana law within the period provided by law.

Legal Reference: Title IX of the Education Amendments of 1972 (Civil Rights Act)
Title II of the Americans with Disabilities Act of 1990
§ 504 of the Rehabilitation Act of 1973

Policy History:

Adopted on:

Reviewed on:

Revised on:

UNIFORM COMPLAINT FORM

Name _____ Date _____

➤ Who was responsible for the harassment or incident(s)? _____

➤ Describe the incident(s). _____

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

➤ Were other individuals involved in the incident(s)? ? yes ?no
If so, name the individual(s) and explain their role(s). _____

➤ Did anyone witness the incident(s)? ? yes ? no
If so, name the witness(es). _____

➤ Did you take any action in response to the incident? ? yes ? no
If yes, what action did you take? _____

➤ Were there any prior incidents? ? yes ?no
If so, describe any prior incidents. _____

➤ Relief sought _____

Signature of Complainant _____

Signature(s) of parents/legal guardians _____

Policy History:

Adoption on:

Revised on:

Reviewed:

1 **Culbertson School District**

2
3 **THE BOARD OF TRUSTEES**

1705

4
5 Possession of Firearms/Weapons on School District Property

6
7 The Gun-Free School Zone Act of 1995 prohibits any individual from knowingly possessing a firearm at
8 a place that the individual knows, or has reasonable cause to believe, is a "school zone". The term
9 "school zone" means (a) in, or on the grounds of, a public, parochial or private school; or (b) within a
10 distance of 1,000 feet from the grounds of a public, parochial or private school.

11
12 Also, for the purposes of this policy, the term "firearm" means (A) any weapon (including a starter gun)
13 which will or is designed to or may readily be converted to expel a projectile by the action of an
14 explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or
15 (D) any destructive device pursuant to 18 U.S.C. 921 (4). Such term does not include an antique firearm
16 pursuant to 18 U.S.C. 921 (16).

17
18 Montana Code Annotated 45-8-361 (3) (b) states: "the trustees of a district may grant persons and entities
19 advance permission to possess, carry, or store a weapon in a school building." A "weapon" as defined in
20 45-8-361 (5) (b), MCA means any type of firearm.

21
22 The District Administrator will contact the local city or county governmental agency to see if there are
23 any prohibitions allowing any individual or entities the right to possess/carry or store a weapon in a public
24 building.

25
26 The Culbertson School District Board of Trustees, through this policy, may grant persons and entities
27 advanced permission to possess/carry, or store a weapon in a school building for purposes of:

- 28 ☐ education
29 ☐ hunter safety
30 ☐ school safety

31
32 ☐ _____ School District prohibits individuals from possessing or carrying firearms on school district
33 property. This prohibition is adopted in accordance with the Gun-Free School Zone Act and Montana
34 Code Section 45-8-361.

35
36 An individual or entity wishing to possess/carry or store a weapon in any school building must complete
37 and submit the _____ School District Weapon Application form and attach all required documentation.
38 Required documentation will include, but is not limited to, documentation of successful completion of
39 weapon training, satisfactory fingerprint and name-based criminal background check results, and
40 currently held concealed weapon permit that is accepted in accordance with Montana law and regulation.
41 A completed application will serve as the written request to be placed on a school board meeting agenda
42 in accordance with board policy 1420.

43
44 The application and all supporting documents are considered public records. The Board will comply with
45 the Montana Open Meeting Laws when considering the application.

46
47 The length of the permission granted will be set by the Board of Trustees and will only be renewed by the
48 vote of the Board of Trustees. There is no on-going expectation for renewal of permission. The
49 permission granted may be revoked by the Board of Trustees at any time.

1	Cross Reference:	Policy 1420	School Board Meeting Procedure
2			
3	Legal Reference:	§ 20-6-501, MCA	Definition of various schools
4		§ 45-8-351 (2), MCA	Restriction on local government
5			regulation of firearms
6		§ 45-8-361 (3)(b), MCA	Possession or allowing possession of a
7			weapon in school building
8		§ 45-8-361 (5)(b), MCA	Definitions
9		18 U.S.C. § 921-922	Gun-Free School Zone Act of 1990
10	<u>Policy History:</u>		
11	Adopted on:		
12	Reviewed on:		
13	Revised on:		

Culbertson School District

THE BOARD OF TRUSTEES

1705F

CULBERTSON SCHOOL DISTRICT WEAPON APPLICATION

In accordance with Section 45-8-361(3)(b), MCA, the trustees of a district may grant persons and entities advance permission to possess, carry, or store a weapon in a school building. The Gun Free School Zones Act prohibits any individual from knowingly possessing a firearm at a place that the individual knows, or has reasonable cause to believe, is a "school zone" as defined by 18 U.S.C. 921 (a)(25). The interpretations of these statutes are found in Culbertson School District Policy 1705 and are reflected in this application process.

Name _____ Address _____

Phone _____ Date _____

District Employee: Yes ☐ No ☐ Position in District _____

Resident of the District: Yes ☐ No ☐

I am requesting advance permission from the Board of Trustees to (check those that apply):

☐ Possess/Carry ☐ Store

the below identified weapon on school district property consistent with the federal law definition of a "school zone".

For the purpose of this application process, as governed by district policy, the following definitions apply:

Possess/Carry—the state of having, controlling and keeping on one's person

Store---to securely put away for future access in a manner that will prevent unauthorized use

Type of weapon requested to be considered for approval: _____

Reason for request: _____

I have a current concealed weapon permit issued by [insert State]: ☐ Yes ☐ No (Attach copy of permit)

I have successfully completed weapons handling training: ☐ Yes ☐ No (Attached copy of certificate)

Initial the following:

____ I agree to submit to a name-based and fingerprint criminal background investigation conducted by the appropriate law enforcement agency prior to consideration of this application by the Board of Trustees. This application will not be considered complete or placed on a board meeting agenda until the results of the investigation have been submitted to the Board of Trustees.

____ I understand that if this application is approved, it can be revoked by the Board of Trustees at any time.

1
2 ___ I acknowledge that this application and its supporting documents are considered public records. I
3 further acknowledge that consideration of this application by the Board of Trustees will be in compliance
4 with the Montana Open Meeting Laws.

5
6 ___ I understand that this application will expire [insert date] and will only be renewed by the vote of the
7 Board of Trustees.

8
9
10 _____
Signature

_____ Date

11
12
13 **OFFICIAL USE ONLY**
14

15 On _____ the Board of Trustee ☐ approved ☐ did not approve the above
16 application. Board meeting minutes are attached.

17
18 Weapon approved: _____ To: Possess/Carry ☐ Store ☐

19
20 Length of approval (cannot be longer than one calendar year from date of approval) _____

21
22 For purpose of: _____

23
24 Other restrictions: _____
25
26
27
28
29

30 _____
Board Chairperson

_____ Date
31
32
33

CULBERTSON SCHOOL DISTRICT

R = required

4000 SERIES COMMUNITY RELATIONS

TABLE OF CONTENTS

4000	Goals
R 4120	Public Relations
4210 – 4210P	School-Support Organizations, Boosters and Fundraising
4301	Visitors to Schools
R 4310	Public Complaints and Suggestions
R 4316	Accommodating Individuals with Disabilities
4320	Contact with Students
4321	Distribution of Fund Drive Literature through Students
R 4330	Community Use of School Facilities
4330F	School Facilities and Grounds Use and Liability Release Agreement
4330P	Rules and Regulations for Building Use
4331	Use of School Property for Posting Notices
4340	Public Access to District Records
4350	Website Accessibility and Nondiscrimination
4410	Relations with Law Enforcement and Child Protective Agencies
4411	Interrogation and Investigations Conducted by School Officials
4520	Cooperative Programs with Other Districts and Public Agencies
4550	Registered Sex Offenders

Culbertson School District

COMMUNITY RELATIONS

4000

Goals

The Board, through the leadership of the Superintendent and with the assistance of the total staff, will seek to enhance the District's community relations by striving to achieve the following goals:

1. To encourage and enhance communications, understanding, trust, and mutual support between the District and the people it serves;
2. To increase both the quality and quantity of public participation in school affairs, activities, and programs;
3. To strengthen and improve relations and interactions among staff, trustees, citizens, parents, and students;
4. To promote understanding and cooperation between the schools and community groups.

Legal Reference:	10.55.701, ARM	Board of Trustees
	10.55.801, ARM	School Climate

Policy History:

Adopted on:

Reviewed on:

Revised on:

2
3 **COMMUNITY RELATIONS**

4120

4
5 Public Relations

6
7 The District will strive to maintain effective two-way communications with the public to enable
8 the Board and staff to interpret schools' needs to the community and provide a means for citizens
9 to express their needs and expectations to the Board and staff.

10
11 The Superintendent will establish and maintain a communication process within the school
12 system and between it and the community. Such public information program will provide for
13 news releases at appropriate times, arrange for media coverage of District programs and events,
14 provide for regular direct communications between individual schools and the citizens they
15 serve, and assist staff in improving their skills and understanding in communicating with the
16 public.

17
18 The District may solicit community opinion through parent organizations, parent-teacher
19 conferences, open houses, and other events or activities which may bring staff and citizens
20 together.

21
22
23
24 Legal Reference: Art. II, Sec. 8, Montana Constitution - Right of participation
25 Art. II, Sec. 9, Montana Constitution - Right to know

26
27 Policy History:

28 Adopted on:

29 Reviewed on:

30 Revised on:

4
5 School-Support Organizations, Boosters and Fundraising

6
7 The Board recognizes that parent, teacher, and student organizations are a helpful resource for
8 schools and supports their formation and vitality. While parent, teacher, and student
9 organizations have no administrative authority and cannot determine District policy, their
10 suggestions and assistance are always welcome.

11
12 School-Support Organizations

13
14 Parent or booster organizations are recognized by the Board and permitted to use the District's
15 name, a District school's name, or a District school's team name or any logo attributable to the
16 District, provided they first receive the Board's approval during a duly constituted Board
17 meeting. Unauthorized use of the District school's team name, logo, or imagery is strictly
18 prohibited. The District reserves the right to seek all available legal remedies for unauthorized
19 use of the District school's name, logo, or imagery.

20
21 In order for the School District to comply with the federal law, state law and MHSA By-Laws,
22 Rules and Regulations, Board recognition as a parent or booster organization along with consent
23 to use one of the above-mentioned names or logos will be granted if the organization has
24 approved and submitted bylaws containing the following:

- 25
- 26 1. The organization's name and purpose. Acceptable purposes may include enhancement of
27 students' educational experiences, assistance to meet educational needs of students,
28 support of academic clubs, or enrichment of extracurricular activities.
 - 29 2. The rules and procedures under which it operates.
 - 30 3. A statement that the membership will adhere to applicable Board policies and
31 administrative procedures when working on District premises or with District officials or
32 programs.
 - 33 4. A statement that membership is open and unrestricted and the organization will not
34 engage in discrimination based on someone's innate characteristics or membership in a
35 protected classification.
 - 36 5. A statement that the District is not, and will not be, responsible for the organization's
37 business or the conduct of its members.
 - 38 6. A designation of the organization's treasurer. A statement that the organization will
39 maintain finances consistent with General Finance Principles in a manner open to review
40 by any member of the organization or the school district.
 - 41
 - 42
 - 43
 - 44
 - 45
 - 46

7. A recognition that money given to a school cannot be earmarked for any particular expense. Booster organizations may make recommendations, but cash or other valuable consideration must be given to the District to use at its discretion. The Board's legal obligation to comply with Title IX by providing equal athletic opportunity for members of both genders will supersede an organizations recommendation.¹

8. A recognition that the School District reserves the right to reject any and all donations.

Permission to use one of the above-mentioned names, logos or imagery may be suspended by the administration and rescinded by the Board for failure to comply with this policy. Authorization to use one of the above-mentioned names, logos, or imagery does not constitute permission to act as the District's representative. At no time does the District accept responsibility for the actions of any parent or booster organization, regardless of whether it was recognized and/or permitted to use any of the above-mentioned names or logos.² The Superintendent shall designate an administrative staff member to serve as the liaison to parent or booster organization. The liaison will serve as a resource person and provide information about school programs, resources, policies, problems, concerns, and emerging issues. Building staff may be encouraged to participate in the organizations.

Individual Boosters or Donors

Individual boosters or donors not covered by the bylaws of an organization governed by this policy may still assist in school operations. The Board encourages the involvement of local communities in school activities and operations. In order for the School District to comply with the federal law, state law and MHSA By-Laws, Rules and Regulations, individual boosters or donors must honor the following provisions:

1. The individual must have prior approval must be granted by the Board for use of the District's name, logo, or imagery.
2. The individual must comply with Board policies and administrative procedures when submitting donations.

¹ The School District may not accept booster organization assistance that creates vast gender differences or a school board may face claims that it has violated Title IX. Title IX's focus is on equal funding opportunities, equal facility availability, similar travel and transportation treatment, comparable coaching, and comparable publicity (34 C.F.R. Part 106).

² Booster organizations present potential liabilities to a school district beyond loss of funds, because they seldom are properly organized (they generally are not incorporated or otherwise legally recognized), carry no insurance, raise and handle large sums of money, and organization members hold themselves out as agents of the school (after all, no funds could be raised but for the school connection). A disclaimer, such as the one presented here, may not be sufficient. A district may take several actions, after discussion with its attorney, to minimize liability, such as adding a requirement to item 6 above that the organization: (1) operate under the school's authority (activity accounts); or (2) be properly organized and demonstrate fiscal responsibility by being a 501(c)(3) organization, obtaining a bond, and/or arranging regular audits. Ultimately, the best way to minimize liability is to be sure that the district's errors-and-omissions insurance covers parent organizations and booster organizations.

3. The individual may not violate federal law, state law, District policy or MHSA By-Laws, Rules and Regulations.
4. The individual acknowledges the District is not, and will not be, responsible for the individual booster or donor's business or their conduct.
5. The individual acknowledges that donations cannot be earmarked for any particular expense. Individual boosters or donors may make recommendations, but cash or other valuable consideration must be given to the District to use at its discretion in accordance with applicable laws. The Board's legal obligation to comply with Title IX by providing equal athletic opportunity for members of both genders will supersede any individual's recommendation.
6. The District reserves the right to reject any and all donations.

Fundraising

All donations completed by recognized organizations are subject to applicable School District policies regarding financial management. Funding endeavors are generally viewed as beneficial when coordinated with district goals, initiatives, and existing plans. The District reserves the right to reject any and all donations.

All funds raised by recognized organizations that are donated to the School District become public funds when placed in a School District account. All public funds must be monitored in accordance with state law. Donations must be reviewed to ensure compliance with equity rules, amateur rules and appropriateness under district policy. Donations may be conditional under state law if conditions are in compliance.

Funds spent by the School District will be done in accordance with District purchase order policy and spending limits regardless of the source of the donation. All expenditures should be preapproved to ensure equity and auditing standards are met.

Legal Reference:	§ 20-6-601, MCA	Power to accept gifts
	§ 2-2-102 (2)(3), MCA	Definitions
	§ 2-2-104, MCA	Rules of conduct for public officers, legislators, and public employees

Policy History:

Adopted on:

Reviewed on:

Revised on:

4
5 School-Support Organizations

6
7 ***NOTE: The following optional administrative procedure should be modified to reflect District***
8 ***practice.***

9
10 Persons proposing to establish a school-connected organization shall submit a request to the
11 Board for authorization to operate at the school. The request for authorization shall contain:

- 12
13 1. The name and purpose of the organization.
14
15 2. The date of application.
16
17 3. Bylaws, rules, and procedures under which the organization will operate, including
18 procedures for maintaining the organization's finances, membership qualifications, if
19 any, and an agreement that the group will not engage in unlawful discrimination.
20
21 4. The names, addresses, and phone numbers of all officers.
22
23 5. A list of specific objectives.
24
25 6. An agreement to grant the District the right to audit the group's financial records at any
26 time, either by District personnel or a certified public accountant.
27
28 7. The name of the bank where the organization's account will be located and the names of
29 those authorized to withdraw funds.
30
31 8. The signature of the Superintendent of the supporting school.
32
33 9. Planned use for any money remaining at the end of the year, if the organization is not
34 continued or authorized to continue in the future.
35
36 10. An agreement to provide evidence of liability insurance as required by law (Policy 4330 -
37 Use of School Facilities).
38

39 ***NOTE: The following optional paragraph requires an organization to request renewal of the***
40 ***authorization from the Superintendent or designee on an annual basis. Districts that allow for***
41 ***an automatic renewal or that require approval from the Board should modify the following***
42 ***paragraph accordingly.***

43
44 Requests for subsequent authorization shall be presented to the Superintendent or designee
45 annually, along with a financial statement showing all income and expenditures from fundraisers.
46 If the Superintendent or designee proposes to deny the request for reauthorization, he/she shall

present his/her recommendation to the Board for approval.

NOTE: The following paragraph should be modified to reflect District practice.

Upon consent of the Superintendent or designee, school-connected organizations may use the school's name, the school team's name, or any logo attributable to the school or the District.

School-connected organizations are prohibited from hiring or directly paying District employees. Organizations may make donations to the District to cover the costs of additional employees, but only if such positions are approved in advance by the Board. At their discretion, employees may volunteer to perform activities for school-connected organizations during non-working hours.

Procedure History:

Promulgated on:

Reviewed on:

Revised on:

1 **Culbertson School District**

2
3 **COMMUNITY RELATIONS**

4301

4
5 Visitors to Schools

6
7 The District welcomes visits by parents and citizens to all District buildings. All visitors shall
8 report to the school building office on entering any District building and comply with any other
9 applicable school safety and security policy, procedure or protocol. School visitors shall not
10 interfere with school operations or delivery of educational services to students. Conferences
11 with teachers should be held outside school hours or during the teacher's conference or
12 preparation time.

13
14 Conduct on School Property

15
16 In addition to prohibitions stated in other District policies, no person on school property shall:

- 17
18 1. Injure or threaten to injure another person;
19
20 2. Damage another's property or that of the District;
21
22 3. Violate any provision of the criminal law of the state of Montana or town or county
23 ordinance;
24
25 4. Smoke or otherwise use tobacco or nicotine products, and alternative nicotine and vapor
26 products as defined in 16-11-302, MCA, or other similar products;
27
28 5. Consume, possess, or distribute alcoholic beverages, illegal drugs, or possess weapons
29 (as defined in Policy 3310/3311) at any time;
30
31 6. Impede, delay, or otherwise interfere with the orderly conduct of the District's
32 educational program or any other activity occurring on school property;
33
34 7. Enter upon any portion of school premises at any time for purposes other than those
35 which are lawful and authorized by the Board;
36
37 8. Use vulgar or obscene language or gestures;
38
39 9. Possess a weapon;
40
41 10. Fight or otherwise strike or threaten another person;
42
43 11. Fail to obey instructions of a security officer or District employee;
44
45 12. Engage in any illegal or disruptive activity; or
46

13. Willfully violate other District rules and regulations.

“School property” means within school buildings, in vehicles used for school purposes, or on owned or leased school grounds. District administrators will take appropriate action, as circumstances warrant.

Consequences

Any person, including an adult, who behaves in an unsportsmanlike or inappropriate manner or violates School District Policy during a visit to the school or a school event may be ejected from the event and/or denied permission to access school buildings or property or school events as determined by the Board of Trustees.

The Superintendent is authorized to temporarily restrict access to school buildings or property and recommend to the Board of Trustees denial of future admission to any person by delivering or mailing a notice by certified mail with return receipt requested, containing:

1. Date, time, and place of a Board hearing;
2. Description of the unsportsmanlike conduct; and
3. Proposed time period admission to school buildings or property or school events will be denied.

Policy History:

Adopted on:

Reviewed on:

Revised on:

2
3 **COMMUNITY RELATIONS**

4310

4
5 Public Complaints and Suggestions

6
7 The Board is interested in receiving valid complaints and suggestions. Public complaints and
8 suggestions shall be submitted by the Uniform Complaint Procedure to the appropriate-level staff
9 member or District administrator. Each complaint or suggestion shall be considered on its merits.

10
11 Unless otherwise indicated in these policies or otherwise provided for by law, no appeal may be
12 taken from any decision of the Board.

13
14
15
16 Cross Reference: 1700 Uniform Complaint Procedure

17
18 Policy History:

19 Adopted on:

20 Reviewed on:

21 Revised on:

2
3 **COMMUNITY RELATIONS**

4316

4
5 Accommodating Individuals With Disabilities

6
7 Individuals with disabilities will be provided opportunity to participate in all school-sponsored
8 services, programs, or activities on a basis equal to those without disabilities and will not be
9 subject to illegal discrimination.

10
11 The District may provide auxiliary aids and services when necessary to afford individuals with
12 disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or
13 activity.

14
15 The Superintendent is designated the Americans with Disabilities Act Title II Coordinator and, in
16 that capacity, is directed to:

- 17
18 1. Oversee District compliance efforts, recommend necessary modifications to the Board,
19 and maintain the District's final Title II self-evaluation document and keep it available
20 for public inspection for at least three (3) years after its completion date.
21
22 2. Institute plans to make information regarding Title II protection available to any
23 interested party.

24
25 An individual with a disability should notify the Superintendent or building principal if they have
26 a disability which will require special assistance or services and what services are required. This
27 notification should occur as far as possible before the school-sponsored function, program, or
28 meeting.

29
30 Individuals with disabilities may allege a violation of this policy or of federal law by reporting it
31 to the Superintendent, as the Title II Coordinator, or by filing a grievance under the Uniform
32 Complaint Procedure.

33
34
35
36 Cross Reference: 1700 Uniform Complaint Procedure

37
38 Legal Reference : Americans with Disabilities Act, 42 U.S.C. §§ 12111, et seq., and 12131,
39 et seq.; 28 C.F.R. Part 35.

40
41 Policy History:

42 Adopted on:

43 Reviewed on:

44 Revised on:

1 **Culbertson School District**

2
3 **COMMUNITY RELATIONS**

4320

4
5 Contact With Students

6
7 Students are entrusted to the schools for educational purposes. Although educational purposes
8 encompass a broad range of experiences, school officials must not assume license to allow
9 unapproved contact with students by persons not employed by the District for educational
10 purposes. Teachers may arrange for guest speakers on appropriate topics relative to the
11 curriculum. Administration may approve school assemblies on specific educational topics of
12 interest and relevance to the school program. The District normally does not permit other types
13 of contact by non-school personnel.

14
15 The District will not allow access to the schools by outside organizations desiring to use the
16 captive audience in a school for information, sales material, or special interest purposes.
17

18
19
20 Policy History:

21 Adopted on:

22 Reviewed on:

23 Revised on:

Culbertson School District

COMMUNITY RELATIONS

4321

Distribution of Fund Drive Literature Through Students

It is the policy of this District to refrain from having the students, as student body members, used for collection or dissemination purposes.

Exceptions to this policy will be considered when authorized by the administration or Board of Trustees or when recognized or student or school-affiliated organizations of the District request permission to participate in such activity.

Policy History:

Adopted on:

Reviewed on:

Revised on:

COMMUNITY RELATIONS

4330

Community Use of School Facilities

School facilities are available to the community for educational, civic, cultural, and other noncommercial uses consistent with the public interest, when such use will not interfere with the school program or school-sponsored activities. Use of school facilities for school purposes has precedence over all other uses. Persons on school premises must abide by District conduct rules at all times.

Student and school-related organizations shall be granted the use of school facilities at no cost. Other organizations granted the use of school facilities shall pay fees and costs. The Superintendent will develop procedures to manage community use of school facilities, which will be reviewed and approved by the Board. Use of school facilities requires the Superintendent's approval and is subject to the procedures.

Administration will approve and schedule various uses of school facilities. A master calendar will be kept in the office for scheduling dates to avoid conflicts during the school year. Should a conflict arise, the District reserves the right to cancel an approved request when it is determined that the facilities are needed for school purposes. Requests for use of school facilities must be submitted to the Superintendent's office in advance of the event.

The School Facilities and Grounds Use and Liability Release Agreement can be obtained by contacting the District Office. The School Facilities and Grounds Use and Liability Release Agreement must be completed, signed, and returned to the Superintendent prior to the use of the facilities or grounds.

Cross Reference;	4330F	School Facilities and Grounds Use and Liability Release Agreement
	4330F1	Assumption of Risk Form

Legal Reference:	§ 20-7-805, MCA	Recreational use of school facilities secondary
		<i>Lamb's Chapel v. Center Moriches Union Free School Dist.</i> , 113 S.Ct. 2141

Policy History:

Adopted on:

Reviewed on:

Revised on:

Will there be an admission fee?	If so, how much?

1. That no alcoholic beverages, tobacco, nicotine products, or other drugs are sold or consumed on the premises by the requesting organization or individual or any of its employees, patrons, agents, or members.
2. That no illegal games of chance or lotteries will be permitted.
3. That no functional alteration of the premises or functional changes in the use of such premises shall be made without specific written consent of the District.
4. That adequate supervision is provided by the requesting organization or individual to ensure proper care and use of District facilities.
5. The presence of weapons, including firearms, must be previously reviewed and approved by the Board of Trustees in accordance with Montana law.
6. All applicable District policies are honored.

The requesting organization or individual agrees to pay the District, as rent for the premises and as payment for special services (if any) provided by the District, the sum of \$ _____, and this shall be due _____ days in advance. The requesting organization or individual shall be responsible for the actual cost of repair or replacement, including costs, disbursements, and expenses, resulting while it has use of the premises.

The requesting organization or individual, by signature below, hereby guarantees that the organization shall indemnify, defend, and hold harmless the District and any of its employees or agents, from any liability, expenses, costs (including attorney's fees), damages, and/or losses arising out of injury or death to any person or persons or damage to any property of any kind in connection with the organization or individual's use of the District facility, which are not the result of fraud, willful injury to a person or property, or willful or negligent violation of a law on the part of the School District. The undersigned organization or individual accepts and assumes all such risks and hazards and does hereby release the School District from any and all liability including, but not limited to bodily injury, personal injury, and/or property damage which are not the result of fraud committed, willful injury to a person or property, or willful or negligent violation of a law on the part of the School District.

The user of the facility shall provide the District with a certificate of insurance and endorsement to their property and liability policy. Said certificate and policy endorsement shall name the District as an additional insured. The certificate and policy shall show coverage for comprehensive general liability insurance for injuries to or death of any person or damage to or loss of property arising out of or in any way resulting from the described use of the facility. The insurance shall provide for amounts not less than \$1,000,000 for bodily injury or death to any one person or resulting from any one accident, and \$1,000,000 for property damage in any one accident or the policy may provide a combined single limit for bodily injury and property damage for \$1,000,000. The certificate shall contain a provision that the insurer not cancel or refuse to renew without giving the District written notice at least 10 days before the effective date of the cancellation or non-renewal.

Special Events Coverage

The district requires the event holder to purchase a special event liability policy for the event, and to name the district as an additional insured on the policy. The event holder should provide the district with a certificate insurance outlining the coverage limits and that the district has been named as an additional insured on the policy. Minimum coverage limits of \$1,000,000 per occurrence and \$2,000,000 aggregate should be purchased.

Assumption of Risk

The requesting organization agrees to indemnify, release and hold harmless the District, inclusive of its employees, administration, board of trustees, and insurers from any and all civil liability involving any and all forms of injury except those that may arise as a result of willful, wanton or reckless conduct by the District or its agents adding unwarranted danger to participation in such event.

The requesting organization understands that the District will take all reasonable precautions to insure the risk of injury to individuals accessing the facilities or grounds is minimized. However, even though these precautions are taken there is still a chance of injury, and in rare instances even severe injury and death. The requesting organization understands the risks involved.

The School District DOES NOT provide medical insurance for any individuals who choose to access and use the facilities.

Non-Discrimination

The District will consider requests for use of district facilities for political purposes and activity in accordance with Montanan law. The requesting organization or individual agrees to abide by non-discrimination clauses as contained in the Montana Human Rights Act and the Governmental Code of Fair Practices.

District's Rights

The District reserves the right to cancel this Agreement, when it is determined by the District that the facilities are needed for school purposes, the event will violate District policy, or if the conditions outlined in this agreement are not satisfied..

DATED this ____ day of _____, 20__.

School District:

Requesting Organization or Individual:

By _____

By _____

Address _____

Phone _____

Additional Obligations _____

1 **Culbertson School District**

2
3 **COMMUNITY RELATIONS**

4330P

4
5 Rules and Regulations for Building Use

- 6
7 1. Applications requesting use of the school facility must be presented to the building administrator
8 at least ten (10) days in advance of the time desired and must be signed by a qualified
9 representative of the organization desiring to use the building.
10
11 2. The school premises shall not be available before 5:00 p.m. on school days, except under special
12 conditions.
13
14 3. Rental and custodial fees are set by the Superintendent. Fees may be waived for private nonprofit
15 groups that do not charge admission fees. Religious groups or organizations will be charged
16 rental fees as authorized by this policy.
17
18 4. The use of the school premises may be denied when, in the opinion of the Superintendent, there is
19 a probability of damage or injury to school property, or the activity is deemed to be improper to
20 hold in school buildings.
21
22 5. In case of loss or damage to school property, the organization and/or individual signing the
23 request shall be fully responsible and liable.
24
25 6. The District reserves the right to require a certificate of insurance from the renting agency.
26
27 7. No furniture or apparatus shall be moved or displaced without permission.
28
29 8. No access to other rooms in the building shall be permitted unless designated by agreement.
30
31 9. There shall be no narcotics, drugs, tobacco, vapor or nicotine products, stimulants, or alcohol
32 used or sold in or about school buildings and premises, nor shall profane language, quarreling,
33 fighting, or illegal gambling be permitted. Violations of this rule by any organization during
34 occupancy shall be sufficient cause for denying further use of school premises to the
35 organization.
36
37 10. Wax, or other preparations ordinarily used on dance floors, is not to be used on gymnasium
38 floors.
39
40 11. The Superintendent may require a school employee to be present during use of the building by the
41 non-school organization. In such case, the requesting organization will pay for the employee
42 expense.
43
44 12. When the school official finds it necessary that police or other security personnel be retained for
45 crowd control, such requirement may be added as a condition of the Facilities Use Agreement.
46

47 Procedure History:

48 Adopted on:

49 Reviewed on:

50 Revised on:

1 **Culbertson School District**

2
3 **COMMUNITY RELATIONS**

4331

4
5 Use of School Property for Posting Notices

6
7 Non-school-related organizations may request permission of the Administration to display
8 posters, banners, or to have flyers distributed to students on school property. The Administration
9 may require completion of a facilities use agreement prior to placement of certain notices.

10
11 The School District will utilize a marquee for the purpose of providing visible communication
12 with the public. The school marquee will be operated by the office personnel and will be
13 utilized for the sole purpose of promoting school-related activities and messages

14
15 Posters and/or flyers must have the sponsoring organization's name prominently displayed. The
16 District will generally not permit the posting or distribution of any material that would:

- 17
18 A. Disrupt the educational process;
19
20 B. Violate the rights of others;
21
22 C. Invade the privacy of others;
23
24 D. Infringe on a copyright;
25
26 E. Be obscene, vulgar, or indecent; or
27
28 F. Promote the use of drugs, alcohol, tobacco, or certain products that create community
29 concerns.
30
31 G. Promote any specific religion or political organization or candidate;
32

33 No commercial publication shall be posted or distributed unless authorized by the Administration
34 or the purpose is to further a school activity, such as graduation, class pictures, or class rings.

35
36 If permission is granted to distribute materials, the organization must arrange to have copies
37 delivered to the school. Distribution of the materials will be arranged by administration.

38
39 Policy History:

40 Adopted on:

41 Reviewed on:

42 Revised on:

1 **Culbertson School District**

2
3 **COMMUNITY RELATIONS**

4340

page 1 of 2

5 Public Access to District Records

6
7 Within limits of an individual's right of privacy, the public will be afforded full access to
8 information concerning administration and operations of the District. Public access to District
9 records shall be afforded according to appropriate administrative procedures.

10
11 "District records" include any writing, printing, Photostatting, photographing, etc. (including
12 electronic mail), which has been made or received by the District in connection with the
13 transaction of official business and presented for informative value or as evidence of a
14 transaction, and all other records required by law to be filed with the District. "District records"
15 do not include personal notes and memoranda of staff which remain in the sole possession of the
16 maker and which are not generally accessible or revealed to other persons.

17
18 The Superintendent will serve as the public records coordinator, with responsibility and authority
19 for ensuring compliance with the display, indexing, availability, inspection, and copying
20 requirements of state law and this policy. As coordinator, the Superintendent will authorize the
21 inspection and copying of District records only in accordance with the criteria set forth in this
22 policy.

23
24 In accordance with Title 2, Chapter 6, MCA, the District will make available for public
25 inspection and copying all District records or portions of records, except those containing the
26 following information:

- 27
- 28 1. Personal information in any file maintained for students. Information in student records
29 will be disclosed only in accordance with requirements of the Family Educational Rights
30 and Privacy Act of 1974 and adopted District policy.
 - 31
32 2. Personal information in files maintained for staff, to the extent that disclosure will violate
33 their right to privacy.
 - 34
35 3. Test questions, scoring keys, or other examination data used to administer academic tests.
 - 36
37 4. The contents of real estate appraisals made for or by the District relative to the
38 acquisition of property, until the project is abandoned or until such time as all of the
39 property has been acquired, but in no event will disclosure be denied for more than three
40 (3) years after appraisal.
 - 41
42 5. Preliminary drafts, notes, recommendations, and intra-District memoranda in which
43 opinions are expressed or policies formulated or recommended, except a specific record
44 shall not be exempt when publicly cited by the District in connection with any District
45 action.
 - 46
47

6. Records relevant to a controversy to which the District is a party, but which would not be available to another party under the rules of pretrial discovery, for cases pending resolution.
7. Records or portions of records, the disclosure of which would violate personal rights of privacy.
8. Records or portions of records, the disclosure of which would violate governmental interests.
9. Records or information relating to individual or public safety or the security of public schools if release of the information jeopardizes the safety of facility personnel, the public, students in a public school.

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

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

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

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

Legal Reference:	Title 20, Ch. 6, MCA	School districts
	§ 2-6-1001, MCA, <i>et seq.</i>	Public Records

Policy History:

Adopted on: 02/2000

Reviewed on: 11/12/13

Revised on:

5
6 **Website Accessibility and Nondiscrimination**
7

8 The District is committed to ensuring that people with disabilities have an opportunity equal to that of
9 their nondisabled peers to participate in the District's programs, benefits, and services, including those
10 delivered through electronic and information technology, except where doing so would impose an undue
11 burden or create a fundamental alteration.
12

13 **Benchmarks for Measuring Accessibility**
14

15 In order to assure that people with disabilities have an opportunity equal to that of their nondisabled peers
16 to access information delivered through electronic and information technology, all pages on the District's
17 website will conform to the W3C Web Accessibility Initiative's (WAI) Web Content Accessibility
18 Guidelines (WCAG) 2.0 Level AA and the Web Accessibility Initiative Accessible Rich Internet
19 Applications Suite (WAI-ARIA) 1.0 techniques for web content, or updated equivalents of these
20 guidelines, except where doing so would impose an undue burden or create a fundamental alteration.
21

22 **Website Accessibility**
23

24 With regard to the District's website and any official District web presence which is developed by,
25 maintained by or offered through third party vendors and open sources, the District is committed to
26 compliance with the provisions of the Americans with Disabilities Act (ADA), Section 504 and Title II so
27 that students, parents and members of the public with disabilities are able to independently acquire the
28 same information, engage in the same interactions, and enjoy the same benefits and services within the
29 same timeframe as those without disabilities, which substantially equivalent ease of use; and that they are
30 not excluded from participation in, denied benefits or, or otherwise subjected to discrimination in any
31 District programs, services, and activities delivered online.
32

33 All existing web content produced by the District, and new, updated, and existing web content provided
34 by third party developers, will conform to the WCAG 2.0 Level AA and the WAI-ARIA 1 .0 techniques
35 for web content or updated equivalents. This policy applies to all new, updated, and existing web pages,
36 as well as all web content produced or updated by the District or provided by third-party developers.
37

38 **Website Accessibility Concerns, Complaints, and Grievances**
39

40 The following statement will appear on the District's website homepage and all subsidiary pages:
41

42 *The District is committed to ensuring accessibility of its website for students, parents, and*
43 *members of the community with disabilities. All pages on the District's website will conform to*
44 *the W3C WAI's Web Content Accessibility Guidelines (WCAG) 2.0, Level AA conformance, or*
45 *updated equivalents.*
46

47 *Under District developed administrative procedures, students, parents, and members of the*
48 *public may present a complaint regarding a violation of the Americans with Disabilities Act*
49 *(ADA), Section 504 related to the accessibility of any official District web presence which is*
50 *developed by, maintained by, or offered through the District or third-party vendors and open*
51 *sources.*

A student, parent, or member of the public who wishes to submit a complaint or grievance regarding a violation of the ADA, Section 504 or Title II related to the accessibility of any official District web presence that is developed by, maintained by, or offered through the District, third party vendors and/or open sources may complain directly to a school administrator. The initial complaint or grievance should be made using the District's Uniform Grievance Form, upon request at the District office, however, a verbal complaint or grievance may be made. When a school administrator receives the information, they shall immediately inform the District's **[IT Department or website compliance coordinator]**. The Complainant need not wait for the investigation of any grievance or complaint in order to receive the information requested.

Whether or not a formal complaint or grievance is made, once the District has been notified of inaccessible content, effective communication shall be provided as soon as possible to the reporting party to provide access to the information.

Testing and Accountability

The District will ensure website accessibility training to all appropriate personnel, including employees who are responsible for developing, loading, maintaining, or auditing web content functionality. The **[designated responsible personnel or third party]** will be responsible for reviewing and evaluating new material that is published by **[school staff or IT Department]** and uploaded to the website for accessibility on a periodic basis. The **[designated responsible personnel or third party]** will be responsible for reviewing all areas of the District's website and evaluating its accessibility on a periodic basis, and at least once per quarter. Any non-conforming webpages will be corrected in a timely manner.

This policy shall be available to the public via a link entitled "Accessibility," which shall be located on the District's homepage.

Cross Reference: 1700 Uniform Grievance Procedure

Legal Reference: Title II of the Americans with Disabilities Act of 1990
Section 504 of the Rehabilitation Act

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 **Culbertson School District**

2
3 **COMMUNITY RELATIONS**

4410

4
5 Relations With Law Enforcement and Child Protective Agencies

6
7 The staff is primarily responsible for maintaining proper order and conduct in the schools. Staff
8 shall be responsible for holding students accountable for infractions of school rules, which may
9 include minor violations of the law, occurring during school hours or at school activities. When
10 there is substantial threat to the health and safety of students or others, such as in the case of
11 bomb threats, mass demonstrations with threat of violence, individual threats of substantial
12 bodily harm, trafficking in prohibited drugs, or the scheduling of events where large crowds may
13 be difficult to handle, the law enforcement agency shall be called upon for assistance.
14 Information regarding major violations of the law shall be communicated to the appropriate law
15 enforcement agency.

16
17 The District will strive to develop and maintain cooperative working relationships with the law
18 enforcement agencies. Procedures for cooperation between law enforcement, child protective,
19 and school authorities will be established. Such procedures will be made available to affected
20 staff and will be periodically revised.

21
22 County Interdisciplinary Child Information and School Safety Team

23
24 The District will participate in the Roosevelt County interdisciplinary child information and
25 school safety team established by Section 52-2-211, MCA. This team consists of county-level
26 representatives of the youth court, the county attorney, the department of public health and
27 human services, the county superintendent of schools, the sheriff, the chief of any police force,
28 the superintendents of public school districts in the County, and the department of corrections.

29
30 The purpose of the team is “to facilitate the exchange and sharing of information that one or
31 more team members may be able to use in serving a child in the course of their professions and
32 occupations, including but not limited to abused or neglected children, delinquent youth, and
33 youth in need of intervention, and of information relating to issues of school safety.”

34
35 The Superintendent is authorized to request information from the interdisciplinary child
36 information and school safety team regarding students in the School District. The
37 Superintendent shall utilize this authority on a regular basis to ensure the safety and security of
38 the District.

39
40 Cross Reference: 4313 Disruption of School Operations

41
42 Legal Reference: § 20-1-206, MCA Disturbance of school – penalty
43 § 52-2-211, MCA County Interdisciplinary Child Information and
44 School Safety Team

45
46 Policy History:

- 1 Adopted on:
- 2 Reviewed on:
- 3 Revised on:

5
6 Interrogation and Investigations Conducted by School Officials

7
8 The administration has the authority and duty to conduct investigations and to question students
9 pertaining to infractions of school rules, whether or not the alleged conduct is a violation of
10 criminal law. The administration shall determine when the necessity exists that law enforcement
11 officers be asked to conduct an investigation of alleged criminal behavior which jeopardizes the
12 safety of other people or school property or which interferes with the operation of the schools.

13
14 In instances when the administration has reasonable suspicion that a violation of district policy or
15 the student code of conduct has been violated, the administrator will investigate. The
16 administrator will notify the suspected rule violator(s) or potential witness(es) to the infraction.
17 The suspected student shall be advised orally or in writing of the nature of the alleged offense
18 and of the evidence against the student. Circumstances may arise where it would be advisable to
19 have another adult present during questioning of students.

20
21 Investigations by Law Enforcement

22
23 When a student becomes involved with law enforcement officers due to events outside of the
24 school environment and officers must interact with a student, the officer(s) is requested to confer
25 with the student when he/she is being investigated for conduct not under the jurisdiction of the
26 school. The following steps shall be taken to cooperate with the authorities.

- 27
28 a. The officer shall contact the Administration and present proper identification in all
29 occasions upon his/her arrival on school premises.
30
31 b. Parents or guardians shall be notified by the law enforcement officer or Administration as
32 soon as possible. The law enforcement officer or Administration shall make every effort
33 to inform parents or guardians of the intent of the law enforcement officers except when
34 that notification may compromise the student's safety.
35
36 c. The student's parent or guardian should be present, if practicable, during any
37 interrogation on school premises.
38

39 Cooperation with Law Enforcement

40
41 Although cooperation with law enforcement officers will be maintained, it is the preference of
42 the District that it will not normally be necessary for law enforcement officers to initiate, and
43 conduct any investigation and interrogation on the school premises, during school hours,
44 pertaining to criminal activities unrelated to the operation of the school. It is preferred that only
45 in demonstrated emergencies, when law enforcement officers find it necessary, will they conduct
46 such an investigation during school hours. These circumstances might be limited to those in

1 which delay might result in danger to any person, flight of a person reasonably suspected of a
2 crime from the jurisdiction or local authorities, destruction of evidence, or continued criminal
3 behavior.

4
5 No school official, however, should ever place him/herself in the position of interfering with a
6 law enforcement official in the performance of his or her duties as an officer of the law. If the
7 law enforcement officials are not recognized and/or are lacking a warrant or court order, the
8 administrator shall require proper identification of such officials and the reason(s) for the visit to
9 the school.

10
11 In all cases, the officers shall be requested to obtain prior approval of the administrator or other
12 designated person before beginning such an investigation on school premises. The administrator
13 shall document the circumstances of such investigations as soon as practical. Alleged behavior
14 related to the school environment brought to the administrator's attention by law enforcement
15 officers shall be dealt with under the provisions of the two previous sections.

16 17 Taking a Student into Custody

18
19 School officials shall not release students to law enforcement authorities voluntarily unless the
20 student has been placed under arrest or unless the parent or guardians and the student agree to the
21 release. When students are removed from school for any reason by law enforcement authorities,
22 every reasonable effort will be made to notify the student's parents or guardians immediately.
23 Such effort shall be documented. Whenever an attempt to remove a student from school occurs
24 without an arrest warrant, court order, or without acquiescence of the parent or guardian, or the
25 student, the administrator shall immediately notify a superior of the law enforcement officers
26 involved to make objection to the removal of the student and shall attempt to notify the parent or
27 guardian of the student. The Superintendent's office shall be notified immediately of any
28 removal of a student from school by law enforcement officers under any circumstances.

29
30 When it is necessary to take a student into custody on school premises and time permits, the law
31 enforcement officer shall be requested to notify the administrator and relate the circumstances
32 necessitating such action. When possible, the administrator shall have the student summoned to
33 the administrator's office where the student may be taken into custody. In all situations of
34 interrogations, arrest or service of subpoenas of a student by law enforcement officers on school
35 premises, all practicable steps shall be taken to ensure a minimum of embarrassment or invasion
36 of privacy of the student and disruption to the school environment.

37 38 Disturbance of School Environment

39
40 Law enforcement officers may be requested to assist in controlling disturbances of the school
41 environment which the administrator or other school administrator has found to be
42 unmanageable by school personnel and which disturbances have the potential of causing harm to
43 students, other persons, or school property. Staff members may also notify law enforcement
44 officials.

1 Such potential of possible disturbance includes members of the public who have exhibited
2 undesirable or illegal conduct on school premises or at a school event held on school property,
3 and who have been requested to leave by an administrator or staff member, but have failed or
4 refused to do so.

5
6
7 Legal Reference: § 20-1-206, MCA Disturbance of school - penalty
8 § 20-5-201, MCA Duties and sanctions
9 § 45-8-101, MCA Disorderly conduct

10
11
12
13 Policy History:

14 Adopted on:

15 Reviewed on:

16 Revised on:

1 **Culbertson School District**

2
3 **COMMUNITY RELATIONS**

4520

4
5 Cooperative Programs With Other Districts and Public Agencies

6
7 Whenever it appears to the economic, administrative, and/or educational advantage of the
8 District to participate in cooperative programs with other units of local government, the
9 Superintendent will prepare and present for Board consideration an analysis of each cooperative
10 proposal.

11
12 When formal cooperative agreements are developed, such agreements shall comply with
13 requirements of the Interlocal Cooperation Act, with assurances that all parties to the agreement
14 have legal authority to engage in the activities contemplated by the agreement.

15
16 The District may enter into interlocal agreements with a unit of the Montana University System,
17 public community college, and/or tribal college, which would allow students enrolled in the 11th
18 and 12th grades to attend and earn credit for classes not available in the District. Tuition and fees,
19 if assessed, will be provided for in the interlocal agreement.

20
21 The District may enter into an interlocal agreement providing for the sharing of teachers,
22 specialists, superintendents, or other professional persons licensed under Title 37, MCA. If the
23 District shares a teacher or specialist with another district(s), the District's share of such
24 teacher's or specialist's compensation will be based on the total number of instructional hours
25 expended by the teacher or the specialist in the District.

26
27
28
29 Legal Reference: §§ 7-11-101, et seq., MCA Interlocal Cooperation Act
30 §§ 20-7-451 through 456, MCA Authorization to create full service
31 education cooperatives
32 §§ 20-7-801, et seq., MCA Public recreation program authorized
33

34 Policy History:

35 Adopted on:

36 Reviewed on:

37 Revised on:

1 **Culbertson School District**

2
3 **COMMUNITY RELATIONS**

4550

page 1 of 2

4
5 Registered Sex Offenders

6
7 The State of Montana has determined that perpetrators of certain sex crimes pose a continuing
8 threat to society as a whole even after completion of their criminal sentences. Recognizing that
9 the safety and welfare of students is of paramount importance, the School District declares that,
10 except in limited circumstances, School District should be off limits to registered sex offenders.

11
12 Employment

13
14 Notwithstanding any other Board policy, individuals listed by the State of Montana as registered
15 sex offenders are ineligible for employment in any position within the School District. However,
16 the Superintendent shall have discretion consistent with other Board policies to recommend an
17 individual whose name has been expunged from the Sex Offender Registry.

18
19 School Off Limits

20
21 The District hereby declares that no registered sex offender ~~whose victim was a minor~~ may come
22 on, about, or within ~~one thousand (1,000) feet~~ of any District-owned buildings or property except
23 as otherwise provided in this policy. If an administrator becomes aware that such a sex offender
24 is on, about, or within ~~one thousand (1,000) feet~~ of school property, the administrator shall direct
25 the sex offender to immediately leave the area. The Board authorizes the administrator to request
26 the assistance of the appropriate law enforcement authorities to secure the removal of any
27 registered sex offender from the area. If a registered sex offender disregards the terms of this
28 policy or the directives of the school administrator, then the Superintendent is authorized to
29 confer with counsel and to pursue such criminal or civil action as may be necessary to enforce
30 compliance with this policy.

31
32 This policy shall not be construed to impose any duty upon any administrator or any other
33 employee of the District to review the Sex Offender Registry or to screen individuals coming on
34 or within ~~one thousand (1,000) feet~~ of school property to ascertain whether they are on the
35 Registry. This policy shall only apply when administrators are actually aware that the person in
36 question is on the Sex Offender Registry and that the offender's victim was a minor.

37
38 The provisions of this policy prohibiting a registered sex offender from coming on, about, or
39 within ~~one thousand (1,000) feet~~ of school property shall not apply in the event that a sex
40 offender's name should be expunged from the Registry.

41
42 Rights of Parents on the Sex Offender Registry

43
44 In the event that a registered sex offender ~~whose victim was a minor~~ has a child attending the
45 District, the administrator ~~of the school where the child attends~~ shall be authorized to modify this
46

policy's restrictions to permit the parent to drop off and pick up the child from school and to come onto campus to attend parent-teacher conferences. However, the parent may not linger on or about school property before or after dropping off his or her child, and the parent is prohibited from being in any part of the school building except the main office.

This policy does not impose a duty upon the administrator of any school or any other employee of the District to review the Sex Offender Registry and the school system's directory information to ascertain whether a registered sex offender may have a child attending school in the District. The provisions of this policy shall apply only if an administrator actually becomes aware that a parent of a student at the school is a registered sex offender.

To facilitate voluntary compliance with this policy, administrators are encouraged to speak with any affected parents upon learning of their status as registered sex offenders to communicate the restrictions of this policy. At all times, the administrator shall endeavor to protect the privacy of the offender's child.

In the event of a truly exceptional situation such as graduation, a parent on the Sex Offender Registry may ask the Superintendent for a waiver of this policy to permit the parent to attend these special events. It is the intent of the Board, however, that these special circumstances be truly unusual and infrequent occurrences.

Legal Reference:	§ 46-23-501, MCA	Sexual or Violent Offender Registration Act
	www.doj.mt.gov/svor/	Sexual or Violent Offender Registry

Policy History:

Adopted on:

Reviewed on:

Revised on:

CULBERTSON SCHOOL DISTRICT

R = required

6000 SERIES ADMINISTRATION

TABLE OF CONTENTS

6000	Goals
R 6110	Superintendent Duties and Authority
R 6110P	Superintendent-Board Job Responsibilities
6121	District Organization
6122	Delegation of Authority
R 6140	Duties and Qualifications of Administrative Staff Other Than Superintendent
6141	Employment and Association Restrictions
R 6210	Principals
R 6410	Evaluation of Administrative Staff
6420	Professional Growth and Development

1 **Culbertson School District**

2
3 **ADMINISTRATION**

6000

4
5 Goals

6
7 The administrative staff's primary functions are to manage the District and to facilitate the
8 implementation of a quality educational program. It is the goal of the Board that the
9 administrative organization:

- 10
11 1. Provide for efficient and responsible supervision, implementation, evaluation, and
12 improvement of the instructional program, consistent with the policies established by the
13 Board;
14
15 2. Provide effective and responsive communication with staff, students, parents, and other
16 citizens; and
17
18 3. Foster staff initiative and rapport.

19
20 The District's administrative organization will be designed so that all divisions and departments
21 of the District are part of a single system guided by Board policies implemented through the
22 Superintendent. Principals and other administrators are expected to administer their facilities in
23 accordance with Board policy and the Superintendent's rules and procedures.
24
25
26

27 Policy History:

28 Adopted on:

29 Reviewed on:

30 Revised on:

Culbertson School District

R

ADMINISTRATION

6110

Superintendent - Duties and Authority

The Superintendent is the District's executive officer and is responsible for the administration and management of District schools, in accordance with Board policies and directives and state and federal law. The Superintendent is authorized to develop administrative procedures to implement Board policy and to delegate duties and responsibilities; however, delegation of a power or duty does not relieve the Superintendent of responsibility for that which was delegated.

Qualifications and Appointment

The Superintendent will have the experience and skills necessary to work effectively with the Board, District employees, students, and the community. The Superintendent must be appropriately licensed and endorsed in accordance with state statutes and Board of Public Education rules; or considered appropriately assigned if the Superintendent is enrolled in an internship program as defined in ARM 10.55.602 and meets the requirements of ARM 10.55.607 and ARM 10.55.702.

Administrative Work Year

The Superintendent's work year will correspond with the District's fiscal year, unless otherwise stated in an employment agreement. In addition to legal holidays, the Superintendent will have vacation periods as noted in the Superintendent's employment contract.

Evaluation

At least annually, and in accordance with the Superintendent's contract, the Board will evaluate the performance of the Superintendent, using standards and objectives developed by the Superintendent and the Board, which are consistent with District mission and goal statements. A specific time shall be designated for a formal evaluation session by the Board Chairperson. The evaluation will include a discussion of professional strengths, as well as performance areas needing improvement.

Compensation and Benefits

The Board and the Superintendent will enter into a contract which conforms to this policy and state law. The contract will govern the employment relationship between the Board and the Superintendent.

Legal Reference:	§ 20-4-402, MCA	Duties of district superintendent or county high school principal
	ARM 10.55.602	Definition of Internship
	ARM 10.55.607	Internships
	ARM 10.55.701	Board of Trustees
	ARM 10.55.702	Licensure and Duties of District Administrator – District Superintendent

Policy History:

Adopted on:

Reviewed on:

Revised on:

ADMINISTRATION

6110P

page 1 of 2

Superintendent

The Board will:	The Superintendent will:
Select the Superintendent and delegate to him/her all necessary administrative powers.	Serve as chief executive officer of the District.
Adopt policies for the operations of the school system and review administrative procedures.	Recommend policies or policy changes to the Board and develop procedures which implement Board policy.
Formulate a statement of goals reflecting the philosophy of the District.	Provide leadership in the development, operation, supervision, and evaluation of the educational program.
Adopt annual objectives for improvement of the District.	Recommend annual objectives for improvement of the District.
Approve courses of study.	Recommend courses of study.
Approve textbooks.	Recommend textbooks.
Approve the annual budget.	Prepare and submit the annual budget.
Employ certificated and classified staff, in its discretion, upon recommendation of the Superintendent.	Recommend candidates for employment as certificated and classified staff.
Authorize the allocation of certificated and classified staff.	Recommend staff needs based on student enrollment, direct and assign teachers and other employees of the schools under his/her supervision; shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District, subject to the approval of the Board.
Approve contracts for major construction, remodeling, or maintenance.	Recommend contracts for major construction, remodeling, or maintenance.
Approve payment of vouchers and payroll.	Recommend payment of vouchers and payroll.
Approve proposed major changes of school plant and facilities.	Prepare reports regarding school plant and facilities needs.

The Board will:	The Superintendent will:
Approve collective bargaining agreements.	Supervise negotiation of collective bargaining agreements.
Assure that appropriate criteria and processes for evaluating staff are in place.	Establish criteria and processes for evaluating staff.
Appoint citizens and staff to serve on special Board committees, if necessary.	Recommend formation of <i>ad hoc</i> citizens' committees.
Conduct regular meetings.	As necessary, attend all Board meetings and all Board and citizen committee meetings, serve as an ex-officio member of all Board committees, and provide administrative recommendations on each item of business considered by each of these groups.
Serve as final arbitrator for staff, citizens, and students.	Inform the Board of appeals and implement any such forthcoming Board decisions.
Promptly refer to the Superintendent all criticisms, complaints, and suggestions called to its attention.	Respond and take action on all criticism, complaints, and suggestions, as appropriate.
Authorize the ongoing professional enrichment of its administrative leader, as feasible.	Undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations.
Approve appropriate District expenditures recommended by the Superintendent for the purpose of ongoing District operations.	Diligently investigate and make purchases that benefit the most efficient and functional operation of the District.

NOTE: A copy of the Superintendent's evaluation tool and job description may be included.

Legal Reference: ARM 10.55.701 Board of Trustees

Procedure History:

Promulgated on:

Reviewed on:

Revised on:

1 **Culbertson School District**

2
3 **ADMINISTRATION**

6121

4
5 District Organization

6
7 The Superintendent shall develop an organizational chart indicating the channels of authority and
8 reporting relationships for school personnel. These channels should be followed, and no level
9 should be bypassed, except in unusual circumstances.

10
11 The organization of District positions of employment for purposes of supervision, services,
12 leadership, administration of Board policy, and all other operational tasks shall be on a “line and
13 staff” basis. District personnel occupying these positions of employment shall carry out their
14 duties and responsibilities on the basis of line and staff organization.

15
16
17
18 Policy History:

19 Adopted on:

20 Reviewed on:

21 Revised on:

1 **Culbertson School District**

2
3 **ADMINISTRATION**

6122

4
5 Delegation of Authority

6
7 Unless otherwise specified, the Superintendent has the authority to designate a staff member to
8 serve in an official capacity for the implementation of District policies or as his/her personal
9 representative. This authorization will include those responsibilities appropriate for the position
10 as designated or directed by the Superintendent.
11
12
13

14 Policy History:

15 Adopted on:

16 Reviewed on:

17 Revised on:

ADMINISTRATION

6140

Duties and Qualifications of Administrative Staff Other Than SuperintendentDuty and Authority

As authorized by the Superintendent, administrative staff will have full responsibility for day-to-day administration of the area to which they are assigned. Administrative staff are governed by Board policies and are responsible for implementing administrative procedures relating to their assigned responsibilities.

Each administrator's duties and responsibilities will be set forth in a job description for that particular position.

Qualifications

All administrative personnel must be appropriately licensed and endorsed in accordance with state statutes and Board of Public Education rules, or be considered appropriately assigned if the administrator is enrolled in an internship as defined in ARM 10.55.602 and meets the requirements of ARM 10.55.607, and must meet other qualifications as specified in their position's job description.

Administrative Work Year

The administrators' work year will correspond with the District's fiscal year, unless otherwise stated in an employment agreement. In addition to legal holidays, the administrators will have vacation periods as approved by the Superintendent.

Compensation and Benefits

Administrators will receive compensation and benefits as stated in their employment agreements.

Legal Reference:	§ 20-4-401, MCA	Appointment and dismissal of district superintendent or county high school principal
	§ 20-4-402, MCA	Duties of district superintendent or county high school principal
	10.55.701, ARM	Board of Trustees
	ARM 10.55.602	Definition of Internship
	ARM 10.55.607	Internships

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 **Culbertson School District**

2
3 **ADMINISTRATION**

6141

4
5 Employment and Association Restrictions

6
7 The Superintendent must give prior approval for time taken by administrators from the regularly
8 assigned work schedules, for such paid activities as consulting, college teaching, lecturing, and
9 other related employment.

10
11 The amount of time lost to the District will be, but is not restricted to being: deducted from
12 vacation time; granted as additional personal leave as specified by a written contract; or prorated
13 to a dollar amount to be deducted in the next regularly scheduled pay period.

14
15 Time taken from the regularly assigned work schedule for non-paid activities shall follow the
16 format established above.

17
18
19
20 Policy History:

21 Adopted on:

22 Reviewed on:

23 Revised on:

ADMINISTRATION

6210

Principals

Principals are the chief administrators of their assigned schools and are responsible for the day-to-day operation of their building. The primary responsibility of Principals is the development and improvement of instruction. The majority of the Principals' time shall be spent on curriculum and staff development through formal and informal activities, establishing clear lines of communication regarding the school rules, accomplishments, practices, and policies with parents and teachers. Principals are responsible for management of their staff, maintenance of the facility and equipment, administration of the educational program, control of the students attending the school, management of the school's budget, and communication between the school and the community, and enforcement of District policy. Principals will be evaluated in accordance with ARM 10.55.701(4)(a)(b).

Legal Reference:	§ 20-4-403, MCA	Powers and duties of principal
	10.55.701, ARM	Board of Trustees
	10.55.703, ARM	Licensure and Duties of School Principal

Policy History:

Adopted on:

Reviewed on:

Revised on:

ADMINISTRATION

6410

Evaluation of Administrative Staff

Each administrator will be evaluated annually, in order to provide guidance and direction to the administrator in the performance of his/her assignment. Such evaluation will be based on job descriptions, accomplishment of annual goals and performance objectives, and established evaluative criteria.

The Superintendent shall establish procedures for the conduct of these evaluations. Near the beginning of the school year, the Superintendent shall inform the administrator of the criteria to be used for evaluation purposes, including the adopted goals for the District. Such criteria shall include performance statements dealing with leadership; administration and management; school finance; professional preparation; effort toward improvement; interest in students, staff, citizens, and programs; and staff evaluation.

Both the evaluator and the administrator involved in the evaluation will sign the written evaluation report and retain a copy for their records. A person being evaluated has the right to submit and attach a written statement to the evaluation within a reasonable time following the evaluation conference.

Cross Reference: 6140 Duties and Qualifications of Administrative Staff Other Than Superintendent

Legal Reference: 10.55.701, ARM Board of Trustees

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 **Culbertson School District**

2
3 **ADMINISTRATION**

6420

4
5 Professional Growth and Development

6
7 The Board recognizes that training and study for administrators contribute to skill development
8 necessary to better serve the District's needs.

9
10 The Administrators are encouraged to be a member of and participate in professional
11 associations which have as their purposes the upgrading of school administration and the
12 continued improvement of education in general.

13
14
15
16 Legal Reference: § 20-1-304, MCA Pupil-instruction-related day

17
18 Policy History:

19 Adopted on:

20 Reviewed on:

21 Revised on:

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

MEETING DATE: 6-16-2020

AGENDA ITEM #: 23

AGENDA TITLE: 2020-2021 Nemont TV Contract renewal

SUMMARY: Attached please find the renewal for the Nemont TV contract.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Salvevold					
Bergum					
Colvin					

REGULAR SEASON MONTANA HIGH SCHOOL EVENT BROADCAST AGREEMENT

The undersigned Montana High School Association (MHSA) member schools listed in Attachment A to this Agreement, and the MHSA, agree to grant Nemont Telephone Cooperative, Nemont the exclusive rights to film and broadcast on a live, streaming, tape-delayed and on-demand basis, the regular season Montana High School 2020-21 boys' and girls' events listed in Attachment B to this Agreement, under the following conditions:

- 1) The MHSA and the MHSA member schools listed on Attachment A of this Agreement are the owners of the rights to and copyright holder of all audiovisual recording, filming, videotaping, telecasting, webcasting, and photography of all MHSA events involving MHSA member schools. Use other than the tape-delayed or live television broadcast or live or on-demand webcast of the events listed in the Agreement including but not limited to reproduction and/or sale is prohibited without express written consent of the MHSA and the member school.
- 2) Equitable coverage of male and female contests is paramount and Nemont will broadcast the agreed upon contests or amend the agreement to assure equal coverage of male and female contests.
- 3) Nemont will air MHSA major sponsor advertisements as required by the MHSA Executive Director during all live broadcasts. MHSA will provide the required ad spots to Nemont at least two (2) weeks in advance of the scheduled live broadcasts in either MPEG-2 or QuickTime format.
- 4) MHSA approval is only for the regular season events listed in the agreement. Permission is not granted to broadcast in any form any MHSA post season event or tournament.
- 5) All other MHSA Media Policies will be followed by Nemont and the member school if the member school enters into the Agreement.

Further, the undersigned member schools listed on Attachment A to this Agreement and the MHSA do hereby authorize Nemont to reproduce and sell in DVD and on-demand format full-length coverage of the events authorized for filming as listed in Attachment B to this Agreement. Upon request from individual member schools, Nemont will provide a complimentary DVD copy of these events to each participating member school making such a request.

The parties also agree that the event schedule in Attachment B is tentative and subject to change, and that any changes will be provided to the affected member school(s) and the MHSA for authorization in writing at least one (1) week prior to the event.

Nemont:

By: _____

Its: General Manager

Date: _____

MHSA:

By: _____

Its: Executive Director

Date: _____

Member School Authorizations: **See Attachment A**

Attachment A

MHSA Member Schools indicate their agreement and authorization to the conditions stated in this Agreement by signing below:

Culbertson High School

By: _____

Title: _____

Date: _____

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

MEETING DATE: 6-16-2020

AGENDA ITEM #: 24

AGENDA TITLE: NFHS Camera Purchase and Contract Agreement

SUMMARY: Attached please find the purchase of the NFHS camera system and the contract agreement. The purchase of this camera will vastly expand the ability of fans to watch the games (football, volleyball, and basketball) throughout the year, plus allow the school to broadcast music concerts, graduation, and numerous other events.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Salvevold					
Bergum					
Colvin					



SCHOOL BROADCAST PROGRAM

"One-Time Fee" Pixellot Use Agreement (Install Included)

School: Culbertson High School
Address: 423 1st ave west
Culbertson, MT 59218

Effective Date: _____

This One-Time Fee Agreement (our "Agreement") will serve as confirmation of the involvement of **Culbertson High School** ("School") in the **NFHS Network School Broadcast Program**, powered by PlayOn! Sports, and will outline the terms and conditions of participation with 2080 Media, Inc. d/b/a PlayOn! Sports ("PlayOn"). Upon execution of the Agreement, School and PlayOn (collectively, the Parties) are subject to all of the terms and conditions within the Agreement.

In consideration of a one-time fee of four thousand dollars (\$4,000) ("One-Time Fee"), PlayOn will provide School with access to one (1) units of hardware and software ("Pixellot Systems") for School use during the term of this Agreement (but PlayOn will retain title to such items), each of which includes:

- a. Pixellot camera head
- b. Workstation loaded with Pixellot software for recording, encoding, and streaming videos
- c. Pixellot real-time stitching technology
- d. Automated production for supported sports; new sports will be added as released
- e. Score data device (wired connection) or OCR camera for graphics integration in video (PlayOn to determine)
- f. Protective cabinet for workstation, if needed
- g. Software upgrades (while the Agreement is in effect)
- h. **Installation of the Pixellot Systems will be provided by PlayOn.***

Pricing for the Agreement†:

Description	Price
One-time Fee	\$4,000
Extra Accessories (if applicable)	
Total Due	\$4,000

†School may purchase a Point to Point wireless internet base station (price variable) if School does not have hard-line internet available at Pixellot venue

*See *Installation of Pixellot Systems in Terms and Conditions* for additional information on Installation

PlayOn provides the following software and services:

- a. A branded School video portal on www.nfhsnetwork.com for all Schools
- b. PlayOn proprietary software (*PlayOn! Manager*) for the complete management of School-based events including scheduling, event information, and event availability.
- c. E-commerce platform for customer registration, payment processing and customer service to support the sale of subscriptions to watch School and all other NFHS Network events ("Consumer Subscription Plan")
- d. All back-end technology systems needed to support event distribution via streaming consistent with PlayOn system requirements through the NFHS Network web portal
- e. Standard on-call customer support, training, software updates, software support, and software licenses. The cost of the annual software license for the PlayOn Software is waived as part of the Agreement.
- f. An Account Manager will be assigned as your primary contact to assist with the implementation and development of the program

Broadcast Rights and Event Content:

Regular Season Event Broadcasts. School agrees to live broadcast all regular season sports events at all competition levels in the venue where the Pixellot Systems are installed (i.e., Varsity, Junior Varsity, etc.). School has the right to determine on-demand availability of regular season events through "blackout windows." School will not permit any third party to stream any regular season sports events that would be deemed competitive with PlayOn's activities. School may allow (at its discretion) third party local television coverage to broadcast regular season events at a School without violating these restrictions. For the sake of clarity, School shall also broadcast via the Pixellot System on the NFHS Network any regular season event that is broadcast on linear television by a third party.

Postseason Event Broadcasts. School agrees that the Pixellot Systems will be used to broadcast all State Postseason events via the Pixellot system installed in the venue where the event takes place. State Association rights fees for State Postseason events produced by Pixellot



SCHOOL BROADCAST PROGRAM

Systems at School venues will be waived since the event will be distributed exclusively on the NFHS Network; provided the School is in a state where the State Association is an NFHS Network partner.

Practices. School may use the Pixellot Systems to schedule and record practices for internal use by School. School must manually schedule all practice sessions and events will be marked as “private” and not available for viewing by consumers.

Content Syndication. PlayOn retains the right to syndicate the content, in-part or in-whole, to other distribution platforms. Existing digital sponsorship inventory remains in the content through all derivative works that incorporate the full-length event. This includes the rights to make DVDs, digital download-to-own files, and highlights. PlayOn may syndicate content such as game highlights to promote and market School, its Schools, and the NFHS Network. In the event that DVDs or digital download-to-own files are created and made available for sale (at the discretion of School), School will receive a revenue share based on net sales, less fulfillment costs. Notwithstanding the foregoing, School has the right to download School -produced events and upload the content into a game-film-analysis platform for use by coaches, provided that the full-length events are not generally available to consumers.

Event Content. School shall be solely responsible for all event content produced by School using the Software and distribution system contemplated hereunder, including securing any and all releases, consents, waivers and other necessary rights from any third parties and complying with all applicable law. School agrees that all event content will be suitable for a general viewing audience and will not violate or infringe the rights of any party. At the written request of School, PlayOn will remove School produced events on the School video portal. Parties agree that Pixellot system will not be turned on except for scheduled events and required system maintenance.

Consumer Subscription Platform. All sports events, live and on-demand, require consumers to purchase a subscription pass to be viewed. Non-sports events are set by default to be free for viewers. At School’s discretion, School may charge a subscription fee to view non-sports events.

PlayOn retains the right to modify subscription plan offerings, pricing structure, and on demand event availability during the Term. PlayOn will notify school in writing of any such modifications.

School-sold Sponsorships. School may include sponsorship elements within the broadcast of School events in its School video portals. School keeps 100% of all sponsorship sales made by School from local sponsors.

Network Advertising. PlayOn may advertise on any School video portal and within any School broadcast using pre-roll video, video mid-roll, or overlay ads that appear on the video screen. PlayOn ads will conform to *NFHS Network Commercial Materials Guidelines*. Guidelines are provided in **Exhibit B**; provided that School shall have the right in its sole discretion to limit or prohibit any advertiser, or any specific advertisement advertised on the School video portal, that is inconsistent with School standards for appropriateness for viewing by the school district’s student population.

Third Party Relationships. Any third-party relationships School develops for the purpose of selling advertising, collecting billings or any other such related activity, are the sole right and responsibility of School. PlayOn assumes no responsibility whatsoever for any third-party relationships School enters into.

Terms and Conditions

Term of Contract. This Agreement is effective as of the Effective Date and continues for an Initial Term of five (5) complete school years, with the first school year beginning on next August 1 that follows the Effective Date unless earlier terminated as provided herein.

After the Initial Term, the Agreement will remain in effect until terminated. School has the right to terminate this Agreement after the end of the Initial Term by giving written notice of termination to PlayOn a minimum of ninety (90) days before the effective date of the termination. No additional fee will be due if the term is extended.

Additionally, at any time after the end of the third year of the Initial Term, PlayOn may terminate this Agreement without cause and remove the Pixellot System on 30 days’ notice to School. PlayOn may also terminate this Agreement and remove the Pixellot system immediately, if School has breached any provision of this Agreement and failed to cure such breach within 60 days of PlayOn’s notice of the breach; provided that School will take down all equipment and package it appropriately in PlayOn-provided shipping containers. In the event that PlayOn breaches any provision of this agreement and fails to cure within 60 days, School has the right to terminate the Agreement and PlayOn will remove the Pixellot systems at its own expense.

Payment Terms. Payment is due

Internet Connectivity. School must provide sufficient hardline internet connectivity and the required network configurations (provided in **Exhibit A**) for each Pixellot System to allow live broadcasts.

Software License. During the Term of this Agreement, PlayOn grants School a non-exclusive, non-transferable limited license to use the Software to enable the broadcast services under this Agreement. The “Software” consists of the proprietary software of PlayOn used to provide the broadcast services under this Agreement as well as the third-party software included with the Pixellot Systems and any backend software or services required to use the system. The Software may be used solely to schedule, capture, produce, encode, and record content from School events for distribution to viewers solely on the NFHS Network. School shall have no other rights to the Software and expressly agrees that it shall not copy, reverse engineer, modify, disassemble or decompile any portion of the Software, or use the Software to broadcast events anywhere other than School pages on the NFHS Network video portal (www.nfhsnetwork.com). School agrees that PlayOn or its licensors shall retain any and all right, title, and interest in and to the Software and other intellectual property provided by or created by PlayOn (including, but not limited to, all patent, trade secret, copyright, and trademark rights). Except



SCHOOL BROADCAST PROGRAM

as otherwise provided herein, School agrees not to reproduce the Software or PlayOn's intellectual property. School acknowledges that the Pixellot system includes embedded software from Pixellot that is subject to additional end-user license agreement terms ("EULA") and School agrees to comply with all such terms. The Pixellot EULA will be provided at School request.

Receipt of Goods. Upon delivery of the Pixellot Systems, School will inspect all packages for damage caused by a third-party shipper (e.g. UPS) to all boxes, equipment, and components. School agrees to store all packages in a secure environment prior to the arrival of the PlayOn installer.

Site Survey Collection. PlayOn will provide School with a form to collect information for each School venue at which a Pixellot System will be installed ("Site Survey"). School agrees to complete all Site Surveys within seven (7) days of Effective Date of Agreement. Pixellot Systems will not be shipped to School until School completes all Site Surveys.

Installation of Pixellot Systems. PlayOn will perform the installation of the Pixellot Systems and will coordinate with School to schedule the installation work ("PlayOn Installation"). School agrees that all Internet Connectivity requirements have been met prior to the start of the installation and that an administrator with IT responsibilities will be on site (or at minimum, available by phone) during the time when the installations are taking place. PlayOn agrees that all personnel providing installation of the Pixellot Systems will meet School requirements for entry to school venues. If School needs to reschedule or cancel installation, School must provide notice to PlayOn at least 48 hours before originally scheduled installation time. Failure to provide sufficient notice may result in additional charges to School.

Notwithstanding the foregoing, if School completes the installation of all Pixellot Systems (Pixellot Systems are online and remotely accessible by PlayOn) within thirty (30) days ("Installation Grace Period") after the Effective Date of Agreement and does not require a PlayOn Installation, PlayOn will reimburse School one thousand five hundred dollars (\$1,500) for installation. PlayOn, in its sole discretion, may extend the Installation Grace Period for School if shipment of the Pixellot Systems is delayed to School or if circumstances arise out of School's control but sufficient progress has been made on the installations by School. If PlayOn is required to send an installer to School to complete any portion of the installation of any of the Pixellot Systems, then School will not receive reimbursement for installation.

School will self-install Pixellot Systems
within Installation Grace Period:

YES []

NO []

Revenue Sharing. School will receive ten percent (10%) of the Net Revenue ("Revenue Share") attributed to School's Pixellot System-produced content. "Net Revenue" means gross revenue received from Monthly subscription passes sold through the consumer subscription platform, less technology platform, customer service and e-commerce fees associated with such distribution.

PlayOn will offer "discounted" Annual (12 month) subscription passes for sale on School event pages and on custom School landing pages, meaning the one-time cost of the subscription pass is less than the cost of the Monthly pass times the number of months in the duration of the Annual subscription pass. Annual subscription passes will have a base cost ("Annual Base Cost") and a price point ("Annual Price"), both set by PlayOn. School will receive one hundred percent (100%) of the difference between the Annual Price and the Annual Base Cost.

Administration of Funds. PlayOn will manage the collection and accounting of all funds received, including the management of an industry-standard refund process. If School produces regular season content on an alternative streaming platform in violation of the Agreement, PlayOn reserves the right to withhold any Revenue Share attributed to School. PlayOn will calculate the funds to be disbursed to School on a quarterly basis on the following dates: October 31st, January 31st, April 30th, and July 31st. Funds will be disbursed to School within 30 days of these dates. Detailed records can be provided for auditing purposes upon request. School must earn a minimum of \$50 in aggregate subscription proceeds within a school year to receive a check.

Special Terms

Ownership and Return of the Pixellot Systems. PlayOn is providing the Pixellot Systems for School use during the term of this Agreement. It is not selling the Pixellot Systems to School. The Pixellot Systems will remain PlayOn's property and PlayOn will remove the Pixellot Systems from School if this Agreement terminates for any reason. School shall cooperate with PlayOn to facilitate this removal and shall grant PlayOn any required physical access to the Pixellot Systems.

Maintenance of Units. PlayOn is responsible for the general health and welfare of the Pixellot Systems and will perform online system maintenance of all software that is installed on the units. PlayOn will handle all warranty claims on the equipment with the manufacturer and will provide School with proper containers for any equipment that needs to be returned to PlayOn for service. PlayOn will replace any broken units during the Initial Term. Notwithstanding the foregoing, PlayOn is not obligated to replace any units that are destroyed by vandalism or due to negligence by School.

Providing of Sports Schedules. School is required, prior to 60 days before the start of a sport season, to provide the game schedules for all teams in all sports that occur in the venue where the Pixellot System is installed. Schedules can be provided in a mutually acceptable format. PlayOn will be responsible for the initial data entry of all game schedules in the event that School does not elect to do so. In event of a known change of schedule to an event, School will make the required changes.

If School's game schedules are accessible via a third-party platform (e.g. Arbitrator, rSchoolToday, etc.), School agrees that PlayOn may collect School's game schedule information directly from that third-party platform, to be used for the sole purpose of scheduling automated event broadcasts on the NFHS Network through School's Pixellot System(s).



SCHOOL BROADCAST PROGRAM

Marketing. School agrees that PlayOn may market school's events on third party platforms or websites (e.g. Arbitrator, rSchoolToday, Maxpreps, etc.). Event marketing includes, but is not limited to, URL links and display ads.

Confidentiality. The terms of this Agreement are commercially sensitive and are PlayOn's confidential information. Accordingly, School may not disclose the financial or other terms of this agreement to any non-affiliated party without PlayOn's prior written consent. If School is required or ordered to disclose the terms of this Agreement for any reason, including any open records request, before doing School must first notify PlayOn and give PlayOn an opportunity to request a limit to the disclosure request.

Indemnification for IP Infringement. PlayOn shall indemnify School against any claim that School's use of the Pixelot Systems infringes the intellectual property rights of a third party with respect to such Pixelot Systems.

WARRANTY DISCLAIMER; LIMITATION OF LIABILITY. THE SERVICES AND SOFTWARE PROVIDED BY PLAYON ARE PROVIDED "AS IS." PLAYON MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT DAMAGES, INCLUDING CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES WHATSOEVER ARISING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE RIGHTS OR OBLIGATIONS OF THE PARTIES HEREUNDER WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND WHETHER BASED ON A BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. IN ADDITION, AND NOTWITHSTANDING ANY OTHER PROVISION IN THE AGREEMENT, PLAYON'S MAXIMUM LIABILITY (FOR ALL CLAIMS IN THE AGGREGATE) TO SCHOOL UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID TO SCHOOL UNDER THIS AGREEMENT.

[Signatures on Next Page]



SCHOOL BROADCAST PROGRAM

Complete the information below and fax entire document to 404.920.3199

Signed:

Date: _____

Mark Rothberg
Vice President, School Broadcast Program
PlayOn! Sports

Accepted by School:

Signature: _____

Name: _____

Title: _____

Email: _____

School: _____

Primary Contact:

Email: _____

Mobile Number: _____

Bookkeeper:

Email: _____

Phone Number: _____

IT/Network Contact:

Email: _____

Phone Number: _____

Shipping Address for Pixellot Systems:

☐ School Address

OR

☐ Different Address (write below)

_____	_____
_____	_____
_____	_____

Subscription Revenue Check Made Out to:



PIXELLOT VENUE INFORMATION

Does your school have a lift that the NFHS Network installer can use for installation?

YES []

NO []

Please fill out the information below for ALL venues where a Pixelot System will be installed.

	Type of venue <i>(select from drop-down)</i>	Name of venue <i>(e.g. Aux Gym, Soccer Field)</i>	Indoor/Outdoor	Scoreboard Type	Hard-line internet connection available at venue?
1	GYM				
2					
3					
4					

INSTALLER INFORMATION

Who will be performing your installation? Please provide their contact information below.

Installer Name: _____

Installer Phone: _____

Installer Email: _____

[Agreement Continues on Next Page]



TEAM-TO-VENUE MAPPING

Use the tables below to indicate which sports teams play at each Pixellot venue (check all that apply). Please fill out for ALL Pixellot venues.

VENUE: _____

	Varsity	JV	Soph	Fresh	Middle

VENUE: _____

	Varsity	JV	Soph	Fresh	Middle

VENUE: _____

	Varsity	JV	Soph	Fresh	Middle

VENUE: _____

	Varsity	JV	Soph	Fresh	Middle

School agrees that the team-to-venue mapping information provided above is accurate to the best of School's knowledge: **YES** []



EXHIBIT A

NETWORK CONFIGURATION REQUIREMENTS

To stream with the Pixellot Systems, the following network requirements must be met:

Whitelist all **outbound** HTTP/S traffic to **pixellot.tv**.

No inbound firewall rules are required. No services will ever connect directly to the host.

However, to publish video and manage the server, we need these ports open for **outbound traffic** to all IPs:

Port #	Protocol	Purpose	Application
1935	TCP	Video streaming	RTMP
443	TCP+UDP	Remote Management	https, agent
123	TCP+UDP	Clock synchronization	NTP-clock sync
80	TCP	Event control (stop / start)	RabbitMQClient (Coordinator in Production/Necessary for Graphics)
2077 2088	UDP	Video streaming	ZIXI broadcaster
53	TCP+UDP	DNS Name management	
1401 1402 1403	TCP	Sportzcast (Score data integration tool)	

Network Configuration to Watch Video

Open all TCP traffic on ports 80 and 443 for **nfhsnetwork.com** and all subdomains.

Open all TCP traffic on ports 80 and 443 for **w.sharethis.com**.

Additional Note:

You may need to disable any content filters or filtering applications for the VPU's IP address.



EXHIBIT B

NFHS NETWORK COMMERCIAL MATERIALS GUIDELINES

Advertising that shall be false, misleading, deceptive, offensive or in poor taste shall be subject to rejection. All advertisements must comply with the applicable laws, rules and regulations of the state associations and/or school Schools that govern the applicable broadcast.

Without limiting the generality of the foregoing, certain categories of advertisements will not be accepted without prior consent, which such consent may be withheld for any reason whatsoever. These categories include the following:

1. Advocacy Advertisements. An advocacy advertisement is any advertisement that advocates a political, religious or controversial public position.
2. Cigarettes or Tobacco Advertisements.
3. Betting or Gambling Advertisements.
4. Firearms Advertisements.
5. 900 Phone Number Advertisements.
6. Contraceptive Advertisements.
7. Tattoo Parlor and Body Piercing Advertisements.
8. "NC-17" Rated Movie Advertisements.
9. Adult Entertainment Advertisements.
10. "R" Rated Movie Advertisements.
11. "M" Rated Electronic (computer or video) Games Advertisements.
12. Hard Liquor Advertisements.
13. Beer, Wine, or other Alcoholic Beverage Advertisements
14. "High Risk" Investments (e.g., commodities, options, foreign exchange) Advertisements.
15. "High Risk" Business Opportunities (e.g., "get rich quick" schemes and business opportunities) Advertisements.
16. "High Risk" Health Offerings.

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

MEETING DATE: 6-16-2020

AGENDA ITEM #: 25

AGENDA TITLE: Disposal of Property - Computers

SUMMARY: Attached please find a list of outdated computers that Mike would like to recommend for disposal via E-Waste.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Salvevold					
Bergum					
Colvin					

Computer Disposal

Room	Model	Serial
123	dc 7800	2UA8361334
121	HP 6000	2UA0731FVY
122	dc 7800	MXL8440LHA
122	HP 6000	2UA01207CS
116	dc 7800	2UA8230WQD
116	dc 7800	MXL8150XNS
114	dc 7800	MXL8411FK5
107	HP 6000	2UA01207C7
112B	dc 7800	MXL82200MH
102B	dc 5700	MXL7510X8T
100	dc 7800	2UA84715JN
212	3 silver laptops	
209	7 silver laptops	
207	12 silver laptops	
303A	dc 7800	MXL8170B97
305	HP 8200	MXL2010XNW
305	HP 8200	MXL22017X2
305	dc 7800	MXL8470QNB
308	dc 7800	MXL8430TLQ
308	dc 7800	2UA830WQ8

Room

Room	Model	Serial
309	HP 6000	MXL023091
309	dc 7800	2UA8201RDN
309	dc 7800	MXL83208YP
309	dc 7800	MXL8170T81
324	dc 7800	2UA8230WQ9
324	dc 7800	2UA230WQ6
324	dc 7800	MXL807032K
333	dc 7800	2UA8230WP2
333	dc 7800	2UA8230WQH
333	dc 7800	2UA8230WQ6
333	dc 7800	2UA8300QPM
322	dc 7800	2UA83405
322	dc 7800	2UA8317N
322	dc 7800	2UA8221L
HP 6000	2UA01207CD	
dc 7800	2UA8230WQ6	
dc 7800	MXL8070807	
dc 7800	2UA8230WQ6	
dc 7800	2UA83104RQ	
dc 7800	2UA8230WQ3	
8200	MXL24108WX	
6000	MXL0280FT8	
dc 7800	2UA90305DG	
HP Probook	4710s	2CE0L60FQ6
	4710	CNU9322XVI
	nc 8230	CN6251QJM
dc 7800	MXL8321TBP	
dc 7800	MXL82508NP	

Hallway

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

MEETING DATE: 6-16-2020

AGENDA ITEM #: 26

AGENDA TITLE: High School Football Uniform Purchase

SUMMARY: Dave would like to recommend the purchase of new high school football uniforms. Attached please find the quote for 30 home game jerseys, 30 away game jerseys, and 30 game pants. He has samples for the Board to review at the meeting on the 16th.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Salvevold					
Bergum					
Colvin					



PO Box 660176
Dallas, Tx 75266-0176
Phone: 800-527-7510 Fax: 800-899-0149
Visit us at www.bsnsports.com

Contact Your Rep

Scott Woodmansee Email:swoodmansee@bsnsports.com | Phone: 701-226-2736

Sold to
2911191
CULBERTSON SCHOOL
423 1ST AVE WEST
CULBERTSON MT 59218
USA

Ship To
2911191
CULBERTSON SCHOOL
David Solem
423 1ST AVE WEST
CULBERTSON MT 59218
USA

Payer
2911191
CULBERTSON SCHOOL
423 1ST AVE WEST
CULBERTSON MT 59218
USA

Quote

Cart #: 105947-
Purchase Order #: Football Uniforms
Cart Name: AutoSave Cart
Quote Date: 06/14/2020
Quote Valid-to: 07/15/2020
Payment Terms: NT30
Ship Via:
Ordered By: David Solem

Item Description	Qty	Unit Price	Total
BLITZ MENS FOOTBALL JERSEY Item # - BSN7511	30 EA	\$ 55.00	\$ 1,650.00
BLITZ MENS FOOTBALL JERSEY Item # - BSN7511	30 EA	\$ 55.00	\$ 1,650.00
BLITZ MENS FOOTBALL GAME PANTS Item # - BSN7513	30 EA	\$ 45.00	\$ 1,350.00

Subtotal:	\$4,650.00
Other:	\$0.00
Freight:	\$227.85
Sales Tax:	\$0.00
Order Total:	\$4,877.85
Payment/Credit Applied:	\$0.00
Order Total:	\$4,877.85

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

MEETING DATE: 6-16-2020

AGENDA ITEM #: 27

AGENDA TITLE: Student Insurance Policy – Gerber Life

SUMMARY: Lora and I would like to recommend the renewal of the student insurance policy (Option C) from Gerber Life. Last year the total cost for this general policy was \$1,870.75 for the year. Attached please find a copy of the application form.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Salvevold					
Bergum					
Colvin					

GERBER LIFE INSURANCE COMPANY
1311 Mamaroneck Avenue, White Plains, New York 10605

Blanket Accident Insurance Application

Name of Policyholder Culbertson Schools Policy Number 26-1875-20
(as it should appear on the Policy)

Mailing Address PO Box 459 Culbertson MT 59218
(City) (State) (Zip Code)

Insurance Contact Name Lora Finnicum Title Clerk

Phone 406-787-6245 Fax 406-787-6244 Email Address finnicuml@culbertson.k12.mt.us

Policy Effective Date* September 22, 2020 Policy Expiration Date September 21, 2021
(*This will be the effective date if enrollment form and premium are received)

Covered Activities and Rates

MANDATORY COVERAGES

All enrolled participants must be covered (page 4 of this application must be completed if covering additional schools not located at the Policyholder address above.). Only one Plan Option may be chosen for all participants. All participants must be listed under either "No Sports" or "All Sports-No Football" or All Sports-With Football".

Please select one box indicating "No Sports" (includes gym class and intramural sports) or "All Sports-No Football" or "All Sports-With Football" (Both All Sports options includes gym class, intramural & interscholastic sports) along with the participants to be covered.

Plan Option	<input type="checkbox"/> Plan 4 Option A	<input type="checkbox"/> Plan 4 Option B	<input type="checkbox"/> Plan 4 Option C
Accident Medical Maximum Benefit	\$25,000	\$25,000	\$25,000
Deductible	\$0	\$0	\$0
All Students, School Time Activities	<input type="checkbox"/> No Sports	<input type="checkbox"/> All Sports-No Football	<input type="checkbox"/> All Sports- With Football
<input type="checkbox"/> Grades PreK-K	\$1.65	\$1.65	\$1.65
<input type="checkbox"/> Grades 1-8	\$3.35	\$3.35	\$3.35
<input type="checkbox"/> Grades 9-12	\$9.50	\$10.00	\$14.00
MINIMUM PREMIUM	\$350.00	\$350.00	\$500.00
Additional Coverages (Available for Additional Premium – Not Included in Minimum Premium)			
<input type="checkbox"/> Before & After School Care (Flat Premium)	\$150.00	\$150.00	\$150.00
<input type="checkbox"/> School Volunteers (Flat Premium)	\$200.00	\$200.00	\$200.00

Insured Person (options)	Estimated Number of Students	Rate	Total Premium for grade level
Grades PreK – K	X		
Grades 1 – 8	X		
Grades 9 – 12	X		
Total Mandatory Premium for all Insured Persons			

\$350.00 or \$500.00 Minimum Premium or TOTAL PREMIUM DUE (for the options selected above)**** \$

****\$350.00/\$500.00 Minimum Premium or Total Premium Due is fully earned and nonrefundable on the effective date of coverage. Any account with Total Premium Due of \$10,000.00 or more must have underwriter review/approval which would include 5 years of current loss history and an expiring benefits schedule or declarations page.

Overnight Field Trips – Overnight Field Trips of more than 7 consecutive nights may require additional premium. Please contact your agent for more details. Do you anticipate having Overnight Field Trips of more than 7 consecutive nights in duration? ☐ Yes ☐ No

Additional Coverages (Available for Additional Premium – Not Included in Minimum Premium)

Insured Person (options)	Number of Persons to be Insured	Flat Premium	Total Premium
<input type="checkbox"/> Before & After School Care (Flat Premium)	=	\$150.00	
<input type="checkbox"/> School Volunteers (Flat Premium)	=	\$200.00	
Total Additional Coverages Premium for all Insured Persons			
GRAND TOTAL PREMIUM for all Insured Persons			

OPTIONAL VOLUNTARY PURCHASE COVERAGES – ECONOMY ONLY

(Paid for by the Student or Parent per year. A link will be provided for on-line enrollment)

☐ 24Hour Extension ☐ Dental

Number of Students: PreK-8 _____ 9-12 _____

Date of First School Year Activity _____ Date of Last Day of School _____

Date of the 1st Day of the Following School Year _____

Coverage under the Optional 24-Hour Accident Coverage and the Optional 24-Hour Dental Coverage starts on the date of premium receipt but not before the start of the school year. Optional 24-Hour Accident and Dental Coverage ends when school reopens for the following school year.

**Please make check payable and mail application to: Special Markets Insurance Consultants, Inc.
1055 Main Street, Suite 101
Stevens Point, WI 54481**

We hereby enroll with Gerber Life Insurance Company for the plan(s) of insurance selected. We understand that insurance will be in force if this application is accepted by the Company, and the required premium is received by the Company when due. We represent that the information contained in this application is true and correct and forms the basis of the requested insurance.

Signature of Official Authorized to Contract for the Policyholder

Printed Name

Date Signed

Local/Regional Licensed Agency

Agency Name: _____

Representative Name: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

Email Address: _____

Signature: _____
(Licensed Agent)

Date: _____

Public Comment

(Non-Agenda Items)

The Board recognizes the value of public comment on educational issues and the importance of involving members of the public in its meetings. The Board also recognizes the statutory and constitutional rights of the public to participate in governmental operations. To allow fair and orderly expression of public comments, the Board will permit public participation through oral or written comments during this “public comment” section. Individuals wishing to be heard by the Board shall first be recognized by the Chairperson. Individuals, after identifying themselves, will proceed to make comments within a 3 minute time period. Citizens may comment on items within the jurisdiction of the school board that do not appear on this meeting’s agenda. Citizens may not comment on matters related to student or staff privacy or contested adjudicative matters. The Chairperson may control the comment period to ensure an orderly progression of the meeting and may redirect or terminate an individual’s statement when appropriate, including when statements are out of order, too lengthy, personally directed, abusive, obscene, or irrelevant.

Thank you.