

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

NOTICE OF REGULAR SCHOOL BOARD MEETING

Tuesday~July 13, 2021, 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. June 14, 2021 (Athletic Committee Meeting)
 - b. June 15, 2021 (Regular Board Meeting)
 - c. June 24, 2021 (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

NEW BUSINESS

14. Action, 2021-2022 Certified Staff Reassignment(s)
15. Action, 2021-2022 Certified Staff Contract(s)
16. Action, 2021-2022 Extra-Curricular Staff Contact(s)
17. Action, 2021-2022 Professional Growth Allocation
18. Action, 2021-2022 Breakfast/Lunch Program Review/Prices
19. Action, 2021-2022 Bus Routes
20. Action, 2021-2022 Handbook Changes
21. Action, 2021-2022 Student Attendance Agreements – Froid
22. Action, 2021-2022 Guest Teacher Roster
23. Action, 2021-2022 Bus Monitor Roster
24. Action, 2021-2022 Activity Bus Driver Roster
25. Action, 2021-2022 Kitchen Substitute Roster
26. Action, 2021-2022 Activity Pass/Gate Prices
27. Action, 2021-2022 Athletic Support Personnel Pay Schedule
28. Action, 2021-2022 High School Gymnasium Events Cleaning Contract
29. Action, 2021-2022 Old Armory Cleaning Contract
30. Action, 2021-2022 Health and Safety Plan
31. Action, Board Policy Updates – 1st Reading
32. Action, ESSER III Grant Priorities
33. Action, Audit Contract for 2022-2024
34. Action, Out-of-District Enrollment
35. Action, Athletic Participation
36. Action, Level 4 Uniform Complaint
37. Action, Disposition of Property

PUBLIC COMMENT FOR NON-AGENDA ITEMS

38.

REPORTS (Continued)

39. Information, Trustees Reports/Requests.

DATE/TIME FOR NEXT MEETING

40. Date: Tuesday, August 17th Time: 6:30 p.m.
Potential Conflicts: None Suggested Changes: None

ADJOURNMENT

41. Time of adjournment: _____

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

Mission

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Public Comment

(Agenda Items)

The Culbertson School Board of Trustees would like to encourage public comment on any agenda item during the time that it is presented. If any visitor has any particular agenda item or items on which to comment, we would ask that you please indicate your intentions by raising your hand at that time so that the chair may properly recognize you.

Thank you.

SCHOOL BOARD MINUTES
COMMITTEE MEETING
June 14, 2021
Monday – 6:00 p.m.

The Athletic Committee met for the review of spring activities and basketball interviews on June 14, 2021 at 6:00 p.m. Committee members present were: Luke Anderson and Mark Colvin. Representatives were: Larry Crowder and Lora Finnicum.

Visitors were recognized. Notice for public comment given. Committee discussed spring activities. Track had a successful season with 31 students starting, 26 going to districts and 10 to state. Second place state finish for high jump. Numbers should be solid next year. No equipment needs. Goals for next year would be to bring home trophies in district, divisional and state for boys and girls. Committee will be recommending all athletic positions open each year.

Committee conducted interviews for the positions of Head Boys' Basketball Coach and Head Girls' Basketball Coach with candidates Barry Bighorn, Colby McGinnis, Mark Pederson, Scott Sorensen, and Valli Hauge. Recommendations for hire would be given at the June 15, 2021 board meeting.

Committee discussed the golf program. Season went well with 4 students participating and 2 players making the state meet. Program would benefit from a golf simulator, prices vary from \$500-10,000, but location could be an issue. Goal for next year would be to get more kids involved and keep qualifying kids for the. Again, committee will be recommending all positions be open.

Meeting adjourned at 7:27 p.m.

Chairman of the Board

Clerk

SCHOOL BOARD MINUTES
REGULAR MEETING
June 15, 2021
Tuesday – 6:30 p.m.

The Board met in regular session on Tuesday, June 15, 2021, at 6:30 p.m. Trustees present were: Paul Finnicum, Luke Anderson, Eric Bergum, Mark Colvin, and Ian Walker. Representatives were: Larry Crowder and Lora Finnicum. Visitors were recognized.

Luke Anderson made motion to approve the agenda. Eric Bergum seconded the motion. Motion carries unanimously. Notice of public comment was given.

Mark Colvin made motion to approve the minutes of May 18, 2021 (regular board) meeting. Eric Bergum seconded the motion. Motion carries unanimously.

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

Payroll Warrants	746 to
Claims Warrants	740 to

Reports were presented. Teachers are attending webinars and workshops over the summer. Mary Machart reported JMG was awarded an additional \$5,000 for projects to be expended by June 30th. They also assisted the Class of 1970 reunion and will be honoring the upcoming bike rally. The audit contract will need to be renewed as this is the last year under contract.

The health and safety plan will be expiring on June 30th. The Board will revisit prior to school to adopt a new plan.

School Board goals for 2021-22 were reviewed and rough estimates were provided. Board will need to define the goals to proceed.

Mark Colvin made motion to approve the resignation of Mike Jasper effective the end of June. Luke Anderson seconded motion. School may request assistance with mowing or snow removal. Motion carries unanimously.

Eric Bergum made motion to hire Amy Jones as summer custodial staff starting July 1st. Mark Colvin seconded motion. Motion carries unanimously.

Luke Anderson made motion to hire Nakisha Baird as custodian pending background check. Ian Walker seconded motion. Motion carries unanimously.

Recommendation given to hire Logan Nickoloff as 7-12 Ag Ed Teacher, using an emergency certification. Eric Bergum made motion to hire Logan Nickoloff. Luke Anderson seconded motion. Required coursework for the endorsement should take about three years. An emergency certificate will need to be done each year as well as advertising. Motion carries unanimously.

SCHOOL BOARD MINUTES
REGULAR MEETING
June 15, 2021
Tuesday – 6:30 p.m.

Athletic Committee met and conducted spring program reviews and basketball interviews. Luke Anderson made motion to hire Mark Pederson as Head Boys' Basketball Coach. Ian Walker seconded motion. Motion carries unanimously. Mark Colvin made motion to hire Colby McGinnis as Head Girls' Basketball Coach. Ian Walker seconded motion. For motion: Bergum, Colvin, Walker. Against: Anderson, Finnicum. Motion carries. Committee recommends opening up all positions. Mark Colvin made motion to advertise for Head Golf Coach. Eric Bergum seconded motion. For motion: Bergum, Colvin, Walker. Against: Anderson, Finnicum. Motion carries. Mark Colvin made motion to advertise for Head Track Coach. Eric Bergum seconded motion. For motion: Bergum, Colvin, Walker. Against: Anderson, Finnicum. Motion carries. Eric Bergum made motion to hire Angi Iverson as HS Speech & Drama Assistant Coach. Luke Anderson seconded motion. Motion carries unanimously. Luke Anderson made motion to hire Tessa Rumsey as HS Volleyball Assistant Coach. Ian Walker seconded motion. Motion carries unanimously. Luke Anderson made motion to hire Christina Olson as Student Council Advisor. Mark Colvin seconded motion. Motion carries unanimously. Luke Anderson made motion to hire Keri Hauenstein as Senior Class Advisor. Mark Colvin seconded motion. For motion: Anderson, Bergum, Colvin, Walker. Recusal: Finnicum. Motion carries. Eric Bergum made motion to hire Tiffany Nielsen as Junior Class Advisor. Ian Walker seconded motion. Motion carries unanimously. Mark Colvin made motion to hire Darla Mogga as Sophomore Class Advisor. Eric Bergum seconded motion. Motion carries unanimously. Mark Colvin made motion to hire Jennifer Lambert as Freshman Class Advisor. Luke Anderson seconded motion. Motion carries unanimously. Luke Anderson made motion to hire Rhonda Seitz as 8th Grade Advisor. Eric Bergum seconded motion. Motion carries unanimously. Eric Bergum made motion to hire Amy Berwick as 7th Grade Class Advisor. Ian Walker seconded motion. Motion carries unanimously. Mark Colvin made motion to hire Rhonda Seitz as National Honor Society Advisor. Luke Anderson seconded motion. Motion carries unanimously. Eric Bergum made motion to hire Larry Crowder as Title IX/Section 504 Coordinator. Luke Anderson seconded motion. Motion carries unanimously. Mark Colvin made motion to hire Brad Nielsen as Drug & Alcohol Coordinator. Eric Bergum seconded motion. Motion carries unanimously. Luke Anderson made motion to hire Valli Hauge as BPA Advisor. Eric Bergum seconded motion. Motion carries unanimously. Mark Colvin made motion to hire Mary Maçhart as JMG Advisor. Luke Anderson seconded motion. Motion carries unanimously. Eric Bergum made motion to hire Keri Hauenstein as Indian Club Advisor. Ian Walker seconded motion. For motion: Anderson, Bergum, Colvin, Walker. Recusal: Finnicum. Motion carries. Luke Anderson made motion to hire Jennessy Taberna as Band Advisor. Mark Colvin seconded motion. Motion carries unanimously. Mark Colvin made motion to hire Russell Pfeifer as Choir Advisor. Luke Anderson seconded motion. Motion carries unanimously. Eric Bergum made motion to hire Dave Soløm as Activities Director. Luke Anderson seconded motion. Motion carries unanimously. Mark Colvin made motion to hire Logan Nickoloff as FFA Advisor. Luke Anderson seconded motion. Motion carries unanimously.

Angi Iverson presented a 5th Grade team teaching proposal with Lee Vandall for social studies and science. Eric Bergum made motion to approve for one year. Ian Walker seconded motion.

SCHOOL BOARD MINUTES
REGULAR MEETING
June 15, 2021
Tuesday – 6:30 p.m.

Parents would receive informative letters. Board requested progress throughout the year. Motion carries unanimously.

Tessa Rumsey requested an early release at 2:30 for the Missoula Children's Theatre for the week of March 28-April 2 for rehearsals. Board discussed impacts. Luke Anderson made motion to approve the requested early release for one year. Ian Walker seconded motion. Motion carries unanimously.

Mark Colvin made motion to adopt the budget amendment resolution of \$190,097 for the elementary general fund and \$62,411 for the high school general fund. Eric Bergum seconded motion. Motion carries unanimously.

Luke Anderson made motion to approve the graduation date of Saturday, May 21, 2022. Mark Colvin seconded motion. Motion carries unanimously.

Luke Anderson made motion to approve the impact aid policy CSD 7231. Mark Colvin seconded motion. Motion carries unanimously.

Luke Anderson made motion to renew 2021-2022 memberships to the Roose-Valley Special Education Cooperative, Montana School Boards Association, Montana Rural Education Association, Montana Quality Education Association, and the Montana Cooperative Services. Mark Colvin seconded motion. Motion carries unanimously.

Mark Colvin made motion to renew 2021-2022 insurance for workers compensation and property/liability with MSGIA. Eric Bergum seconded motion. Motion carries unanimously.

Notice for public comment for non-agenda items was given. Board committee chairs will be assigned at the next meeting. The next regular board meeting is scheduled for Tuesday, July 21, 2021 at 6:30 p.m. Mark Colvin made motion to adjourn. Eric Bergum seconded motion. Motion carries unanimously. Meeting adjourned at 7:22 p.m.

Chairman of the Board

Clerk

SCHOOL BOARD MINUTES
SPECIAL MEETING
June 24, 2021
Thursday – 7:00 a.m.

The Board met in special session on Thursday, June 24, 2020, at 7:00 a.m. Trustees present were: Chair Paul Finnicum, Luke Anderson, Eric Bergum, Mark Colvin, and Ian Walker. Representatives were: Larry Crowder and Lora Finnicum.

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

Mark Colvin made motion to adopt the Board of Investments resolution 6-1 as presented. Eric Bergum seconded motion. Motion carries unanimously.

Notice for public comment given on non-agenda items. Meeting adjourned at 7:02 a.m.

Chairman of the Board

Clerk

CULBERTSON SCHOOL DISTRICT CASH FLOW REPORT
for the month of JUNE 30, 2021

FUND	BEGINNING BALANCE	RECEIPTS	INVESTMENTS IN	INVESTMENTS OUT	DISBURSEMENTS	ENDING BALANCE	TREASURER BALANCE	VARIANCE
GENERAL	(164,215.12)	210,428.48	-		37,147.34	9,066.02	9,066.02	(0.00)
TRANSFER	66,937.53	43,401.79	-		23,606.09	86,733.23	86,733.23	-
RETIREMENT	92,683.21	9,774.10	-		7,384.30	95,073.01	95,073.01	-
MISC	(400,678.90)	-	-	-	3,325.84	(404,004.74)	(404,004.74)	-
Misc	(405,941.34)		-		1,643.90	(407,585.24)		
Title	2.38				2.38	(0.00)		
CARES	(4,069.18)				249.99	(4,319.17)		
Ind Ed	8.26				8.26	0.00		
JMG	-					-		
SRS	0.00					0.00		
JOM	9,320.98				1,421.31	7,899.67		
AD ED	11,166.88	1,144.58	-		6,333.97	5,977.49	5,977.49	-
COMPASS	(21.18)	10,734.80	-			10,713.62	10,713.62	-
IMPACT	9,372.51		-		9,344.09	28.42	28.42	(0.00)
TECH	2.01		-			2.01	2.01	(0.00)
FLEX	-		-			-	-	-
PR	416,454.09	114,875.41	-		477,570.30	53,759.20	53,759.20	-
CL	69,075.51	61,418.55	-		128,450.75	2,043.31	2,043.31	(0.00)
ELEM	100,776.54	451,777.71	-	-	693,162.68	(140,608.43)	(140,608.43)	(0.00)
GENERAL	(36,755.03)	120,100.63	-		17,630.51	65,715.09	65,715.09	-
TRANSFER	22,140.60	21,704.72	-		12,367.20	31,478.12	31,478.12	-
LUNCH	(824.04)	20,102.56	-		19,043.70	234.82	234.82	0.00
RETIREMENT	115,404.63	6,687.59	-		5,398.35	116,693.87	116,693.87	-
MISC	8,273.55	634.00	-	-	1,366.57	7,540.98	7,540.98	-
Misc	991.57		-		199.58	791.99		
CARES	-					-		
AG	2,000.00					2,000.00		
BUS	-					-		
JMG	3,679.54				992.99	2,686.55		
Perkins	1,602.44	634.00			174.00	2,062.44		
AD ED	11,893.68	781.78	-		4,584.55	8,090.91	8,090.91	-
DR ED	2,566.28	300.00	-		9.62	2,856.66	2,856.66	-
COMPASS	(13.77)	8,540.49	-			8,526.72	8,526.72	-
IMPACT	3,479.08	65,246.00	-		25,035.62	43,689.46	43,689.46	-
TECH	0.74		-			0.74	0.74	0.00
FLEX	2.84		-			2.84	2.84	-
ENDOW	199,758.42		-			199,758.42	199,758.42	-
HS	325,926.98	244,097.77	-	-	85,436.12	484,588.63	484,588.63	0.00
TOTAL	426,703.52	695,875.48	-	-	778,598.80	343,980.20	343,980.20	(0.00)

CULBERTSON SCHOOL DISTRICT
Cash Equivalent Accounts Summary
June 30, 2021

	Beginning Balance	Receipts <i>reconciled</i> <i>bank credits</i>	Expenses <i>reconciled</i> <i>bank debits</i>	Ending Balance
General Funds 101 & 201 - Asset 102:				
First Community Bank Hot Lunch Revolving Account No. 335266	\$ 7,089.55	\$ 576.35	\$ 5,535.80	\$ 2,130.10
First Community Bank Savings Account No. 5000521	\$ 0.89	\$ -	\$ -	\$ 0.89
First Community Bank Pcard Account No. 4205644	\$ 1,221.69	\$ 17,709.53	\$ 17,709.10	\$ 1,222.12
Synovus AFLAC Cafeteria Plan Account No. 000-329-492-7	\$ 12,041.24	\$ 4,249.94	\$ 563.51	\$ 15,727.67
Cash Equivalent Total	\$ 20,353.37	\$ 22,535.82	\$ 23,808.41	\$ 19,080.78
	Fund 101 Balance: \$	9,540.39	Fund 201 Balance: \$	9,540.39
	102 Debit (Credit) \$	(636.30)	970 Credit (Debit) \$	(636.29)

General Funds 101 & 201 - Asset 103:

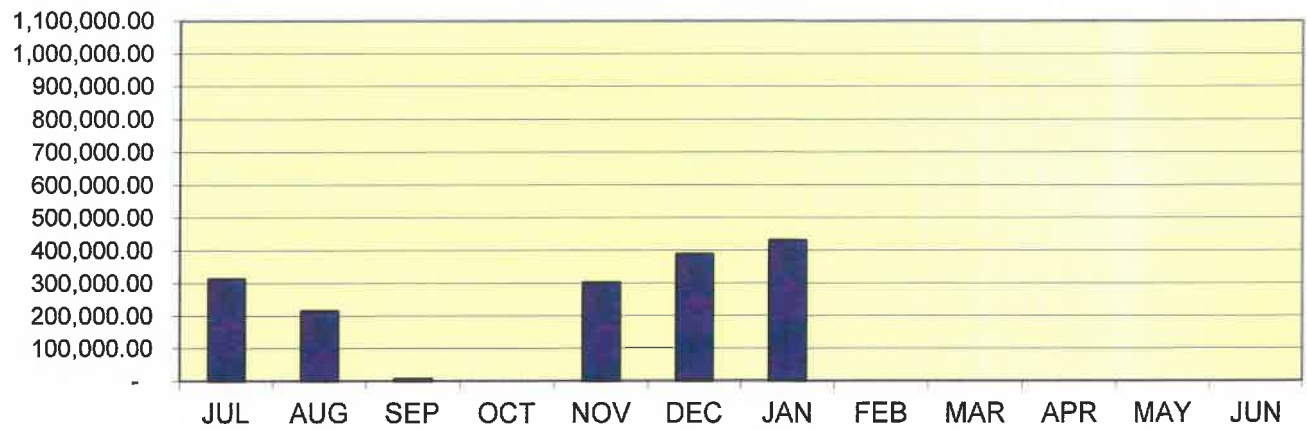
First Community Bank Petty Cash Account No. 332364	\$ 270.00	\$ 30.00	\$ -	\$ 300.00
Cash Equivalent Total	\$ 270.00	\$ 30.00	\$ -	\$ 300.00
	Fund 101 Balance: \$	150.00	Fund 201 Balance: \$	150.00
	103 Debit (Credit) \$	15.00	970 Credit (Debit) \$	15.00

Activities Fund 284 - Asset 102:

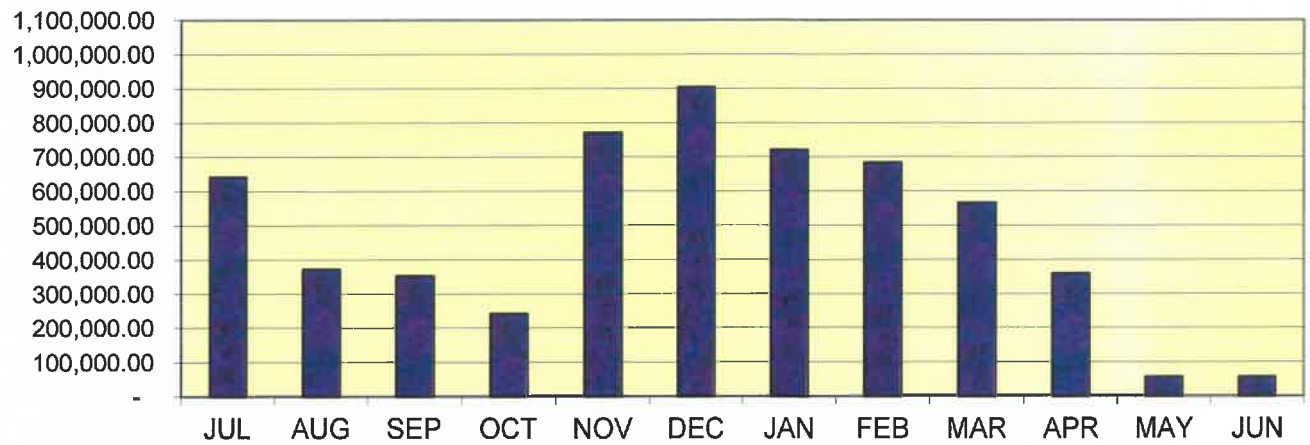
First Community Bank Activities Account No. 332356	\$ 84,329.76	\$ 2,273.51	\$ 11,630.72	\$ 74,972.55
Cash Equivalent Total	\$ 84,329.76	\$ 2,273.51	\$ 11,630.72	\$ 74,972.55
	102 Debit (Credit) \$	(9,357.21)	970 Credit (Debit)	

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
2011												
101 General	-	-	-	-	-	-	-	-	-	-	-	-
110 Transport	42,791.00	47,590.00	-	-	15,467.00	10,587.00	-	-	-	-	-	-
114 Retirement	10,633.00	-	-	-	27,466.00	72,524.00	90,014.00	-	-	-	-	-
115 Misc Fed	-	-	-	-	-	-	-	-	-	-	-	-
117 Adult Ed	4,713.00	-	-	-	7,464.00	8,582.00	9,067.00	-	-	-	-	-
121 Comp Abs	5,264.00	-	-	-	-	-	-	-	-	-	-	-
126 Impact Aid	18.00	-	-	-	12,545.00	-	26,153.00	-	-	-	-	-
128 Technology	1.00	-	-	-	1,061.00	789.00	738.00	-	-	-	-	-
129 Flex	-	-	-	-	-	-	-	-	-	-	-	-
201 General	-	-	-	-	-	-	-	-	-	-	-	-
210 Transport	33,623.00	20,177.00	-	-	52,274.00	60,834.00	53,547.00	-	-	-	-	-
212 Hot Lunch	1,888.00	-	-	-	-	9,888.00	12,674.00	-	-	-	-	-
214 Retirement	20,844.00	-	-	-	92,921.00	112,016.00	131,983.00	-	-	-	-	-
215 Misc Fed	-	-	-	-	-	-	-	-	-	-	-	-
217 Adult Ed	4,663.00	4,045.00	-	-	7,251.00	8,494.00	8,999.00	-	-	-	-	-
218 Drivers Ed	313.00	2,563.00	-	-	2,564.00	2,564.00	2,564.00	-	-	-	-	-
221 Comp Abs	3,341.00	-	-	-	-	-	-	-	-	-	-	-
226 Impact Aid	11.00	845.00	-	-	-	-	49.00	-	-	-	-	-
228 Technology	-	2.00	-	-	565.00	565.00	552.00	-	-	-	-	-
229 Flex	2.00	-	-	-	2.00	2.00	2.00	-	-	-	-	-
281 Endow	186,114.00	140,553.00	6,980.00	-	83,828.00	102,394.00	95,225.00	-	-	-	-	-
TOTAL	314,219.00	215,775.00	6,980.00	-	303,408.00	389,239.00	431,567.00	-	-	-	-	-
2012												
101 General	-	-	-	-	88,659.00	130,578.00	2,016.00	28,859.00	-	-	-	-
110 Transport	7,813.00	-	-	-	-	9,129.00	90,599.00	76,640.00	-	-	-	-
114 Retirement	-	-	-	-	-	-	11,691.00	-	-	-	-	-
115 Misc Fed	-	-	-	-	-	-	-	-	-	-	-	-
117 Adult Ed	8,897.00	-	-	-	-	9,512.00	9,384.00	8,866.00	-	-	-	-
121 Comp Abs	11,920.00	-	-	-	-	-	13,908.00	13,716.00	-	-	-	-
126 Impact Aid	1,949.00	-	-	-	-	-	-	-	-	-	-	-
128 Technology	-	-	-	-	-	1.00	1.00	1.00	-	-	-	-
129 Flex	-	-	-	-	-	-	-	-	-	-	-	-
182 Interlocal	315,911.00	242,258.00	203,086.00	193,709.00	294,350.00	240,582.00	206,030.00	220,521.00	239,069.00	161,265.00	-	-
201 General	-	-	-	-	-	11,703.00	-	-	-	-	-	-
210 Transport	29,704.00	-	-	-	63,156.00	133,670.00	59,499.00	51,026.00	38,981.00	-	-	-
212 Hot Lunch	4,752.00	-	-	-	-	13,051.00	10,976.00	11,378.00	10,001.00	-	-	-
214 Retirement	83,857.00	-	-	-	105,068.00	143,022.00	107,018.00	143,079.00	131,068.00	-	-	-
215 Misc Fed	-	-	-	-	-	-	-	-	-	-	-	-
217 Adult Ed	10,053.00	-	-	-	10,492.00	10,116.00	9,806.00	9,226.00	7,467.00	-	-	-
218 Drivers Ed	1,513.00	-	-	-	2,489.00	2,489.00	2,490.00	2,298.00	2,059.00	789.00	-	-
221 Comp Abs	11,969.00	5,305.00	-	-	11,974.00	11,974.00	11,976.00	11,980.00	11,791.00	11,578.00	-	-
226 Impact Aid	40.00	-	-	-	-	-	-	-	26,060.00	4.00	-	-
228 Technology	-	-	-	-	-	-	-	-	-	-	-	-
229 Flex	2.00	-	-	-	2.00	2.00	2.00	2.00	2.00	2.00	-	-
281 Endow	153,929.00	125,000.00	150,000.00	48,928.00	195,846.00	189,715.00	185,893.00	106,470.00	100,063.00	186,026.00	57,668.00	57,668.00
TOTAL	642,309.00	372,563.00	353,086.00	242,637.00	772,036.00	905,544.00	721,289.00	684,062.00	566,561.00	359,664.00	57,668.00	57,668.00
2013												
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

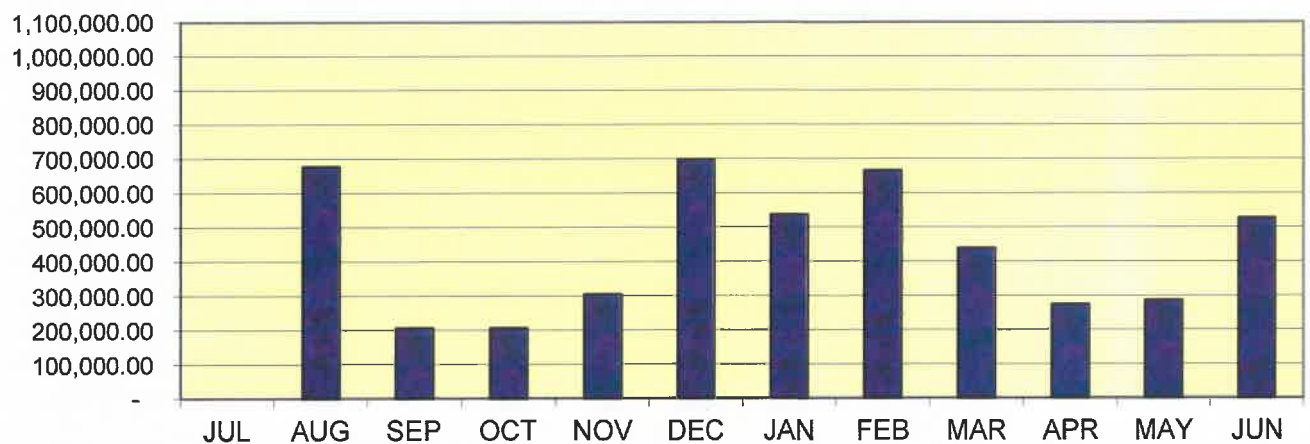
2020-21 INVESTMENTS



2019-20 INVESTMENTS



2018-19 INVESTMENTS



Culbertson Public School

Totals Report for June 2021 through June 2021
2020-2021

07/08/2021
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Checking
Savings
Investments

Account	Beginning	+ Receipts	- Expenditures	+ Transfers	= Ending
1 - ANNUAL	3,718.47	0.00	0.00	0.00	3,718.47
2 - ATHLETICS	2,900.46	441.55	734.44	0.00	2,607.57
3 - SOPHOMORE CLASS 2023	3,152.66	0.00	0.00	0.00	3,152.66
4 - FRESHMAN CLASS 2024	1,506.71	0.00	0.00	0.00	1,506.71
5 - Extra - Open to use in future - was Senior Class 2020	0.00	0.00	0.00	0.00	0.00
6 - SENIOR CLASS 2021	4,052.35	134.00	3,415.74	0.00	770.61
7 - 8TH GRADE	0.00	0.00	0.00	0.00	0.00
8 - CHEERLEADER	664.81	0.00	0.00	0.00	664.81
9 - FFA	9,228.45	391.50	35.14	0.00	9,584.81
10 - BAND/CHOIR	4,595.06	0.00	42.50	0.00	4,552.56
11 - STUDENT COUNCIL	5,419.27	361.50	35.14	0.00	5,745.63
12 - SPEECH AND DRAMA	1,317.45	0.00	0.00	0.00	1,317.45
13 - VO-AG REVOLVING	1,895.49	0.00	0.00	0.00	1,895.49
14 - JUNIOR CLASS 2022	3,613.63	0.00	144.23	0.00	3,469.40
15 - PLAY	2,763.21	0.00	500.00	0.00	2,263.21
16 - JMG	10,313.81	50.00	0.00	0.00	10,363.81
17 - BPA	3,945.36	127.46	2,384.78	0.00	1,688.04
18 - EXPLORE AMERICA	13,269.75	767.50	3,395.00	0.00	10,642.25
19 - MUSIC PARENTS	2,601.75	0.00	0.00	0.00	2,601.75
20 - ART	1,576.68	0.00	0.00	0.00	1,576.68
21 - LIBRARY	1,464.42	0.00	0.00	0.00	1,464.42
22 - SPANISH CLUB	15.49	0.00	0.00	0.00	15.49
23 - INDIAN CLUB	0.00	0.00	0.00	0.00	0.00
24 - SCIENCE OLYMPIAD	5,016.23	0.00	0.00	0.00	5,016.23
<hr/>					
	83,031.51	+ 2,273.51	- 10,686.97	+ 0.00	= 74,618.05



Culbertson School Board Meeting

Superintendent's Report

July 13, 2021

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

July 10 th	Culbertson Fire Department Training
July 12 th	Culbertson Town Council Meeting
July 13 th	Culbertson School Board Meeting
	Culbertson Fire Department Meeting
July 27 th	Culbertson Fire Department Training
July 28 th	Culbertson Indian Education Committee Meeting @ Fort Kipp
August 5 th	Culbertson Chamber of Commerce Meeting
August 9 th	Culbertson Town Council Meeting
August 10 th	Culbertson Fire Department Meeting
August 11 th	Roose-Valley SPED Coop Training
August 12 th	Culbertson FFA Alumni Steak Feed
August 13 th	Culbertson Chamber of Commerce Fair Meal
August 17 th	Culbertson School Board Meeting
August 24 th	Culbertson Fire Department Training
August 25 th	Culbertson Indian Education Committee Meeting @ Fort Kipp
August 28 th	HS Volleyball Tournament HERE
August 29 th	JV Football vs. Fairview HERE

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. We continue to advertise our position openings with little results. Hopefully we will have applicants for the 4th grade positions and the world language position before school begins on August 19th.
3. Lora and I have applied for the ESSER II monies and those will be going toward the new boiler system. We will begin the application for the ESSER III monies in the next few weeks.
4. I will be completing the Federal Title I application and the Federal Carl Perkins application by the end of the month. OPI will have the applications available on-line for completion this week or next.
5. We are five weeks away from staff returning to work for the 2021-2022 school year. Some cleaning is being completed and we are looking to wind up the summer projects in the near future.

6. The Boiler Replacement is about 90% complete at this time. We anticipate the project will be completed by the middle of August, if not sooner.
7. For the first time in a very, very long time.....there will be no coal delivery contract necessary for the 2021-2022 school year. The removal of the old coal boiler and the old backup propane boiler will begin sometime in the fall of 2021.
8. 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):
 - o Replacement of the oldest section of Playground Equipment
 - o Replacement of the Football Field Lights
 - o Old Armory: Renovation or Demolition
 - o Replacement of the cinder track with an all-weather track.
 - o Building or purchasing teacher housing.
 - o Building an auditorium for music performances and plays
 - o Re-establishment of the Family Consumer Science classroom and the corresponding student organization FCCLA (Family, Career and Community Leaders of America).
9. Here are a few items that might be part of the regular August Board meeting agenda:
 - o Remaining Extra-Curricular Contracts for 2021-2022
 - o Remaining Board Policy Readings
 - o Remaining Certified Staff Contracts for 2021-2022
 - o Finalize Budgets for 2021-2022
 - o Possible Bus Route Changes

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: 7-13-2021

AGENDA ITEM #: 14

AGENDA TITLE: 2021-2022 Certified Staff Reassignment(s)

SUMMARY: If we are unable to find two 4th grade teachers, Mike and I would like to ask the Board to consider reassigning Rhetta Wilson from Elementary Special Education & Title I to one of the 4th grade classrooms for the upcoming school year. Rhetta currently carries the proper endorsed for this reassignment.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Bergum					
Colvin					
Walker					

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

MEETING DATE: 7-13-2021

AGENDA ITEM #: 15

AGENDA TITLE: 2021-2022 Certified Staff Contract(s)

SUMMARY: We currently continue to advertise our 4th grade positions and our world language position. I had the opportunity to interview Rachel Glavin on Monday, July 12th. Rachel has two years of teaching experience at the Brockton School in the 1st grade under an Emergency Certification with OPI. Rachel will complete here degree work with Western Governors this fall and will have full certification before the end of December.

The Board would have the option of hiring Rachel as a 4th grade teacher to begin in August under an Emergency Authorization or wait to hire Rachel after she is fully certified. Mike and I would recommend hiring Rachel to begin in August.

I have no applicants at this time.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Bergum					
Colvin					
Walker					

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

MEETING DATE: 7-13-2021

AGENDA ITEM #: 16

AGENDA TITLE: 2021-2022 Extra-Curricular Contract(s)

SUMMARY: Attached please find a copy of the some of the remaining extra-curricular contracts for the 2021-2022 school year.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Bergum					
Colvin					
Walker					

2021-2022 Extra-Curricular Contract(s)

[illegible]

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

MEETING DATE: 7-13-2021

AGENDA ITEM #: 17

AGENDA TITLE: 2021-2022 Professional Growth Allocation

SUMMARY: In the past the Board has allocated \$5,000 for Professional Growth.
I recommend the same amount for the 2021-2022 school year.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Bergum					
Colvin					
Walker					

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

MEETING DATE: 7-13-2021

AGENDA ITEM #: 18

AGENDA TITLE: 2021-2022 Breakfast/Lunch Program Review/Prices

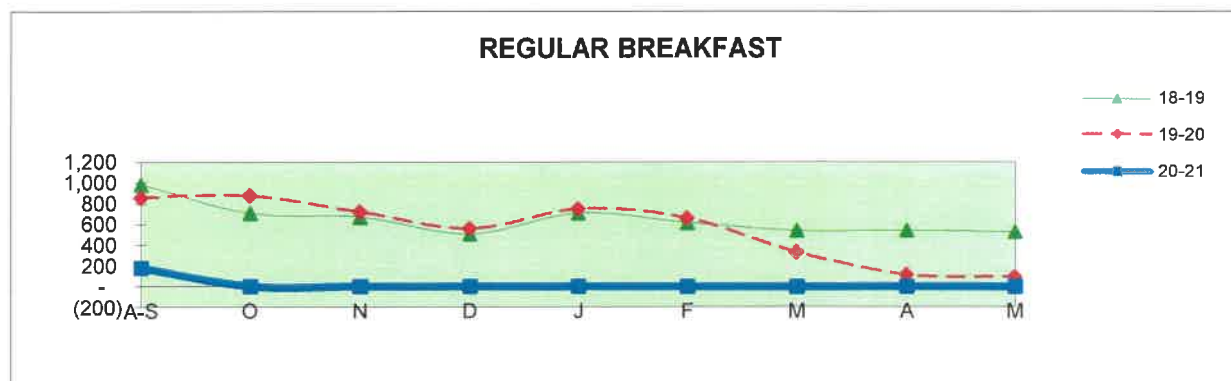
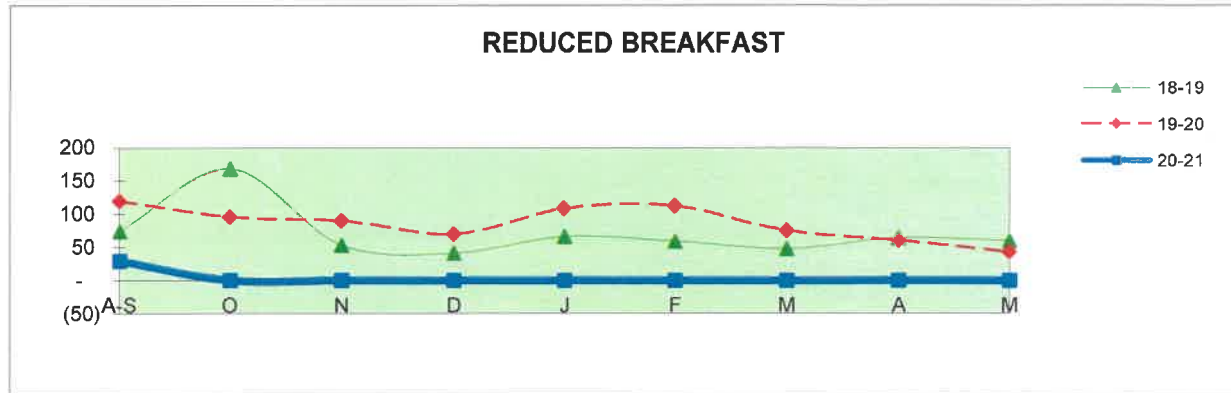
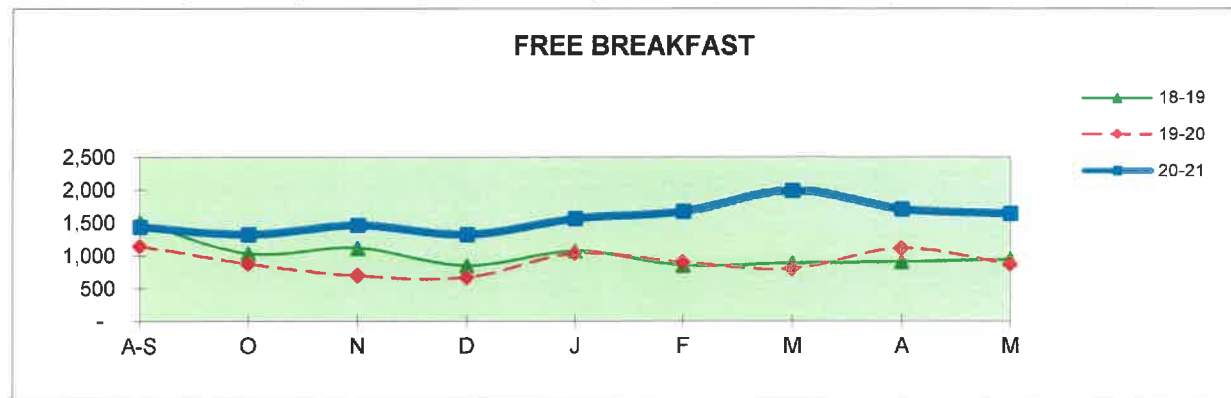
SUMMARY: Normally this is the time of year that the Board reviews the Breakfast and Lunch program income and costs, then sets the prices for the upcoming school year. Attached please find the information that Lora and Kaylynn have prepared.

As for prices for the upcoming year....the USDA has announced that all public school breakfast and lunches nation-wide for the 2021-2022 school year will be free of charge for students.

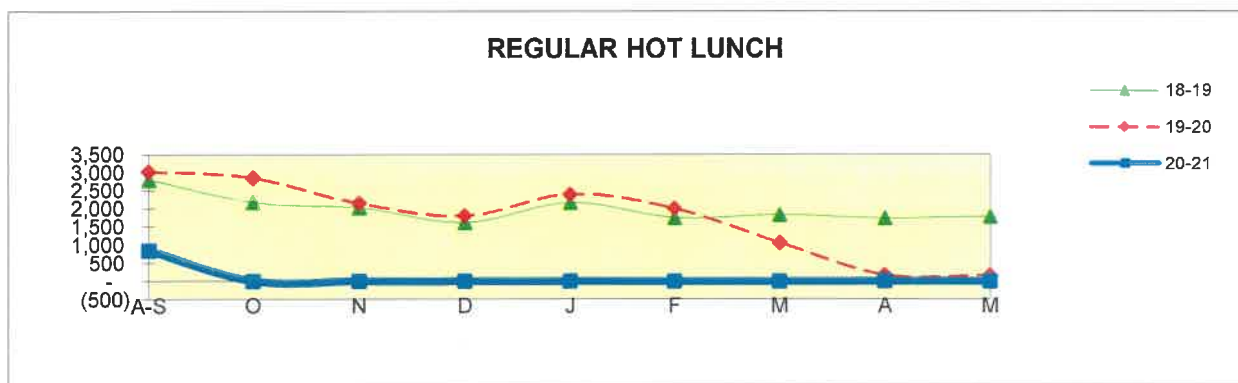
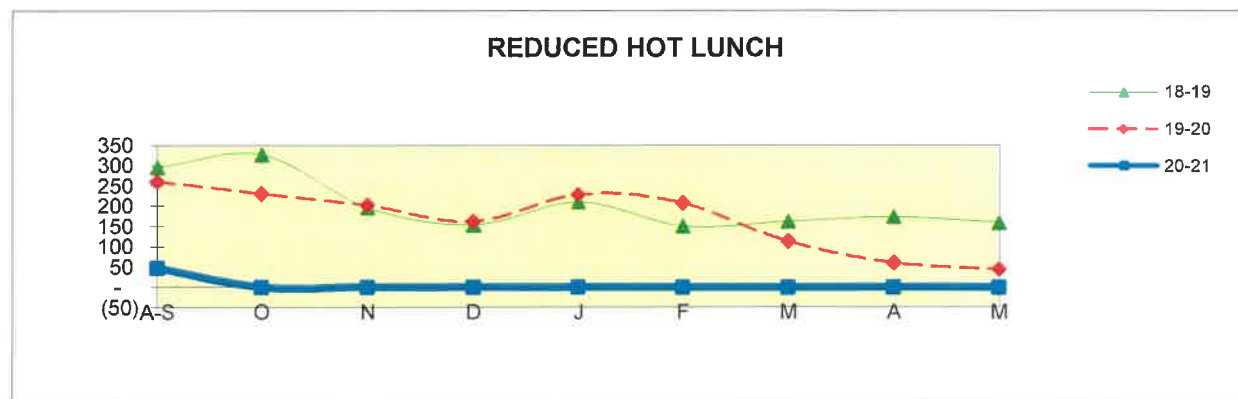
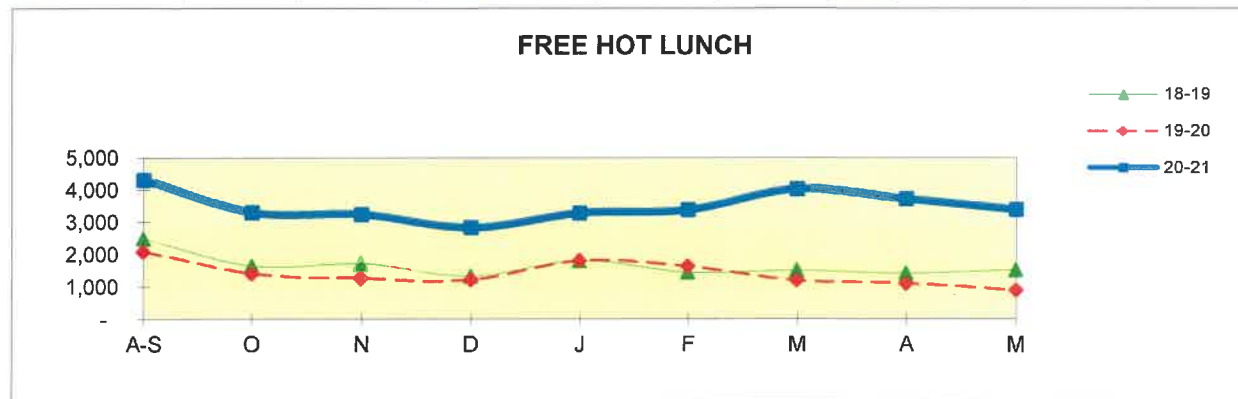
BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Bergum					
Colvin					
Walker					

BREAKFAST COUNT				BREAKFAST COUNT				BREAKFAST COUNT			
FREE				REDUCED				REGULAR			
	18-19	19-20	20-21		18-19	19-20	20-21		18-19	19-20	20-21
A-S	1,506	1,141	1,432	A-S	74	120	29	A-S	984	857	176
O	1,030	874	1,318	O	167	96	-	O	708	870	-
N	1,114	698	1,457	N	53	90	-	N	672	721	-
D	843	667	1,318	D	41	70	-	D	509	561	-
J	1,066	1,028	1,559	J	66	108	-	J	710	747	-
F	851	897	1,669	F	59	112	-	F	620	663	-
M	884	798	1,989	M	48	75	-	M	543	332	-
A	901	1,102	1,705	A	64	60	-	A	543	111	-
M	942	869	1,641	M	60	43	-	M	532	91	-
	9,137	8,074	14,088		632	774	29		5,821	4,953	176



HOT LUNCH COUNT FREE				HOT LUNCH COUNT REDUCED				HOT LUNCH COUNT REGULAR			
	18-19	19-20	20-21		18-19	19-20	20-21		18-19	19-20	20-21
A-S	2,493	2,074	4,298	A-S	296	261	47	A-S	2,794	3,025	836
O	1,650	1,414	3,296	O	327	231	-	O	2,174	2,853	-
N	1,712	1,264	3,236	N	196	202	-	N	2,023	2,151	-
D	1,341	1,224	2,823	D	153	162	-	D	1,612	1,808	-
J	1,813	1,803	3,276	J	210	228	-	J	2,166	2,394	-
F	1,457	1,638	3,376	F	150	207	-	F	1,749	2,007	-
M	1,519	1,200	4,035	M	162	111	-	M	1,833	1,055	-
A	1,424	1,100	3,715	A	173	60	-	A	1,733	165	-
M	1,539	900	3,389	M	159	44	-	M	1,779	152	-
	14,948	12,617	31,444		1,826	1,506	47		17,863	15,610	836



	ELIGIBLE FREE			ELIGIBLE REDUCED		
	18-19	19-20	20-21	18-19	19-20	20-21
A-S	107	82	269	19	14	-
O	109	81	269	19	14	-
N	119	93	273	12	14	-
D	118	102	277	12	13	-
J	119	104	279	12	13	-
F	116	104	279	12	13	-
M	109	104	283	11	14	-
A	106	104	275	10	14	-
M	102	104	275	10	14	-
average	112	98	275	13	14	-

*started August 20-21 free with 116 and reduced 17, total free started September 1st.

	Current Yr Revenues		Current Yr Expenses	Previous Yr Carryover	Ending Fund Balance
2016-2017				\$ 3,906.49	
Federal	60,855.91				
Daily	24,688.03				
State	216.68				
Misc (interest)	3.24	Salaries	83,483.54		
General Fund	138,250.96	Food,etc	142,099.56		
	224,014.82		225,583.10		\$ 2,338.21
2017-2018				\$ 2,338.21	
Federal	78,113.62				
Daily	33,168.85				
State	173.36				
Misc (interest)	0.39	Salaries	80,654.52		
General Fund	70,198.97	Food,etc	101,246.93		
	181,655.19		181,901.45		\$ 2,091.95
2018-2019				\$ 2,091.95	
Federal	82,962.83				
Daily	36,234.70				
State	292.36				
Misc (interest)	6,261.84	Salaries	82,392.73		
General/Imp Aid Fund	73,573.14	Food,etc	113,066.79		
	199,324.87		195,459.52		\$ 5,957.30
2019-2020				\$ 5,957.30	
Federal	74,532.49				
Daily	31,252.50				
State	261.56				
Misc (interest)	1,468.27	Salaries	78,438.85		
General/Imp Aid Fund	37,082.41	Food,etc	70,227.27		
	144,597.23		148,666.12		\$ 1,888.41
2020-2021				\$ 1,888.41	
Federal	167,907.26				
Daily	5,277.03				
State	-	Salaries	86,494.07		
Misc (interest)	623.23	work comp	2,818.10		
General/Imp Aid Fund	-	Food,etc	86,148.94		
	173,807.52		175,461.11		\$ 234.82

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

MEETING DATE: 7-13-2021

AGENDA ITEM #: 19

AGENDA TITLE: 2021-2022 Bus Routes

SUMMARY: Attached please find a copy of the bus routes for 2021-2022 as we know them to be at this moment. If there are changes between now and the start of school, we will place the changes on the next available board meeting agenda. The only noted change from last year to this year is a decrease of 22.8 miles per day on Route #2.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Bergum					
Colvin					
Walker					

Culbertson Public Schools

Bus Routes

2021-2022

Route #1 (Iverson) 84.4 miles/day

Byrd 7:20 am
Bergum 7:25 am
Featherston 7:30 am
Bain 7:50 am
Lucas 7:55 am
Moon 8:00 am
Anderson 8:05 am

Route #2 (L. Hekkel) 143.3 miles/day

Snyder 7:00 am
Sorensen 7:10 am
Purvis 7:15 am
Mestas 7:20 am
Wilson 7:25 am
Cady 7:30 am
Labatte 7:35 am
Anderson 7:50 am
Powell 8:00 am
Lapp 8:05 am

Route #3 (Birch) 78.8 miles/day

Mile Marker 629 6:55 am
Clark 7:05 am
Fork Kipp 7:10 am
Demarrias 7:25 am
Burshia 7:30 am
Menz 7:35 am
Scott 7:40 am
Bets His Medicine 7:45 am
Perry 7:50 am
Turning Heart 7:55 am

Route #4 (Finnicum) 154.0 miles/day

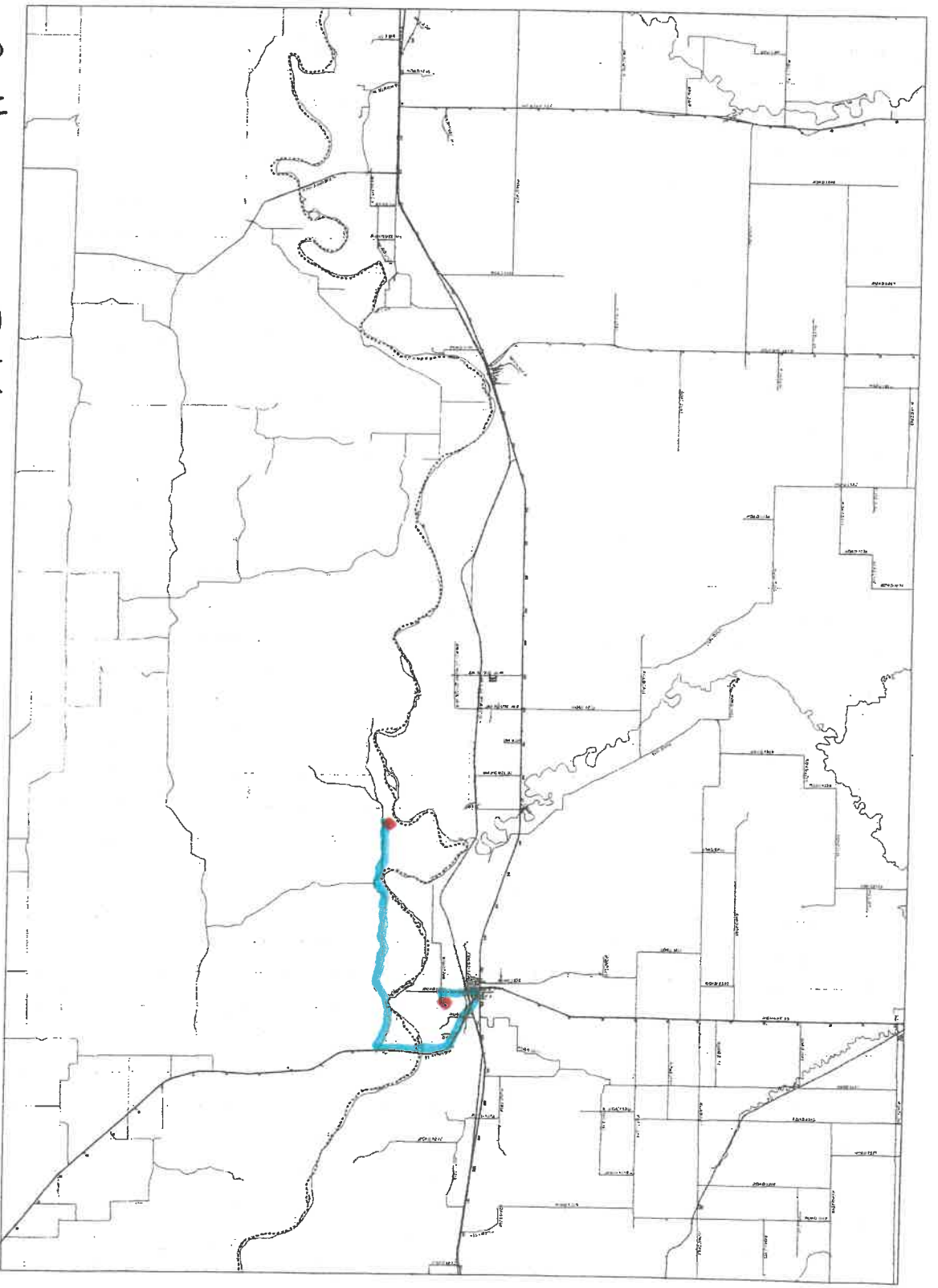
Burciaga 7:00 am
W. Stepler 7:15 am
V. Stepler 7:20 am
Miller 7:25 am
Sorteberg 7:45 am
Taberna 7:50 am
Raaum 7:55 am

Route #5 (Finnicum) 162.0 miles/day

Bidegaray 6:50 am
Poplar Bridge 7:20 am

Route #6 (C. Hekkel) 43.6 miles/day

Vanden Bos 7:30 am
Lee 7:50 am

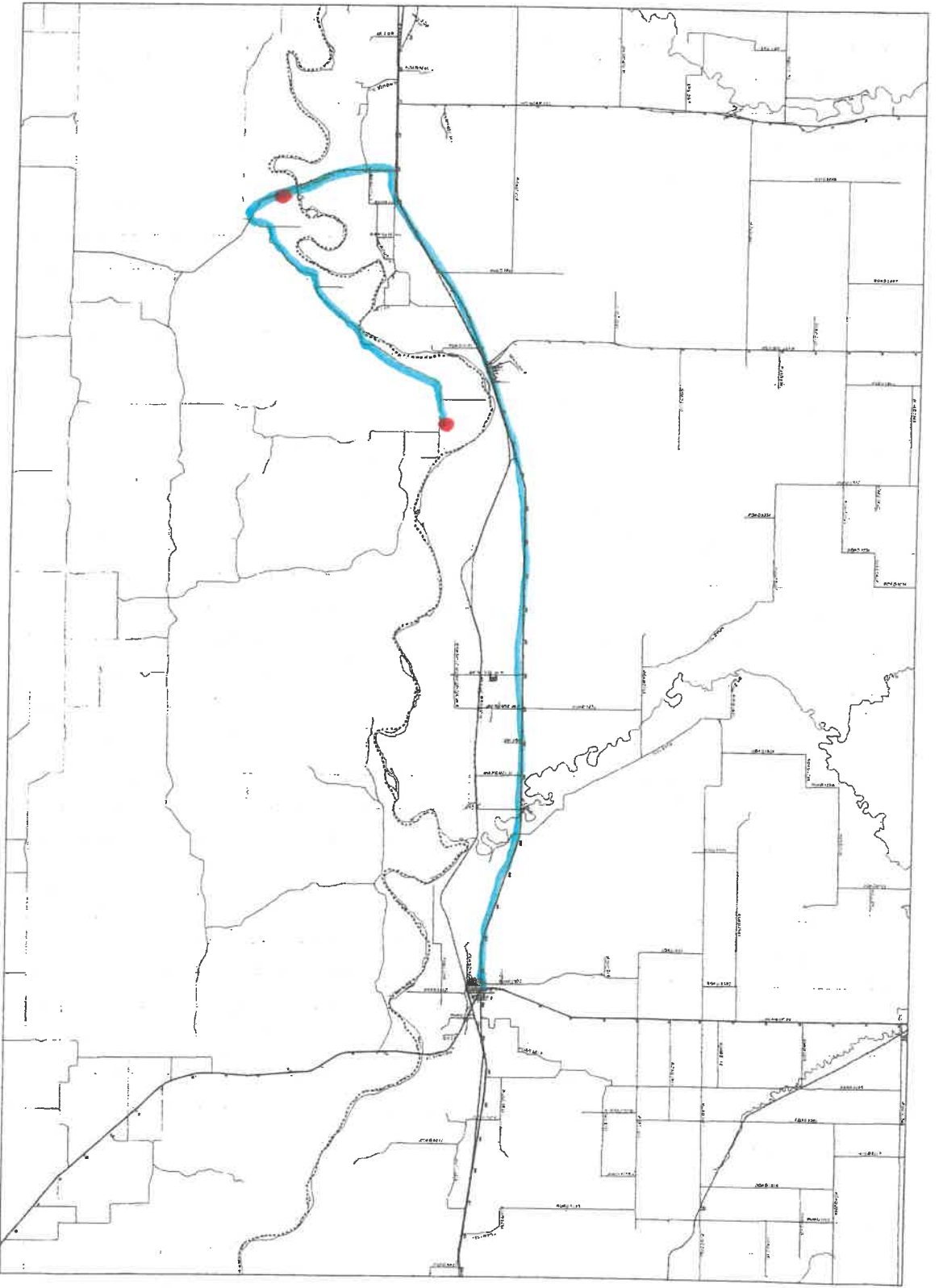


Culbertson Public Schools

2021-2022

Bus Route #6

43.6 miles/day

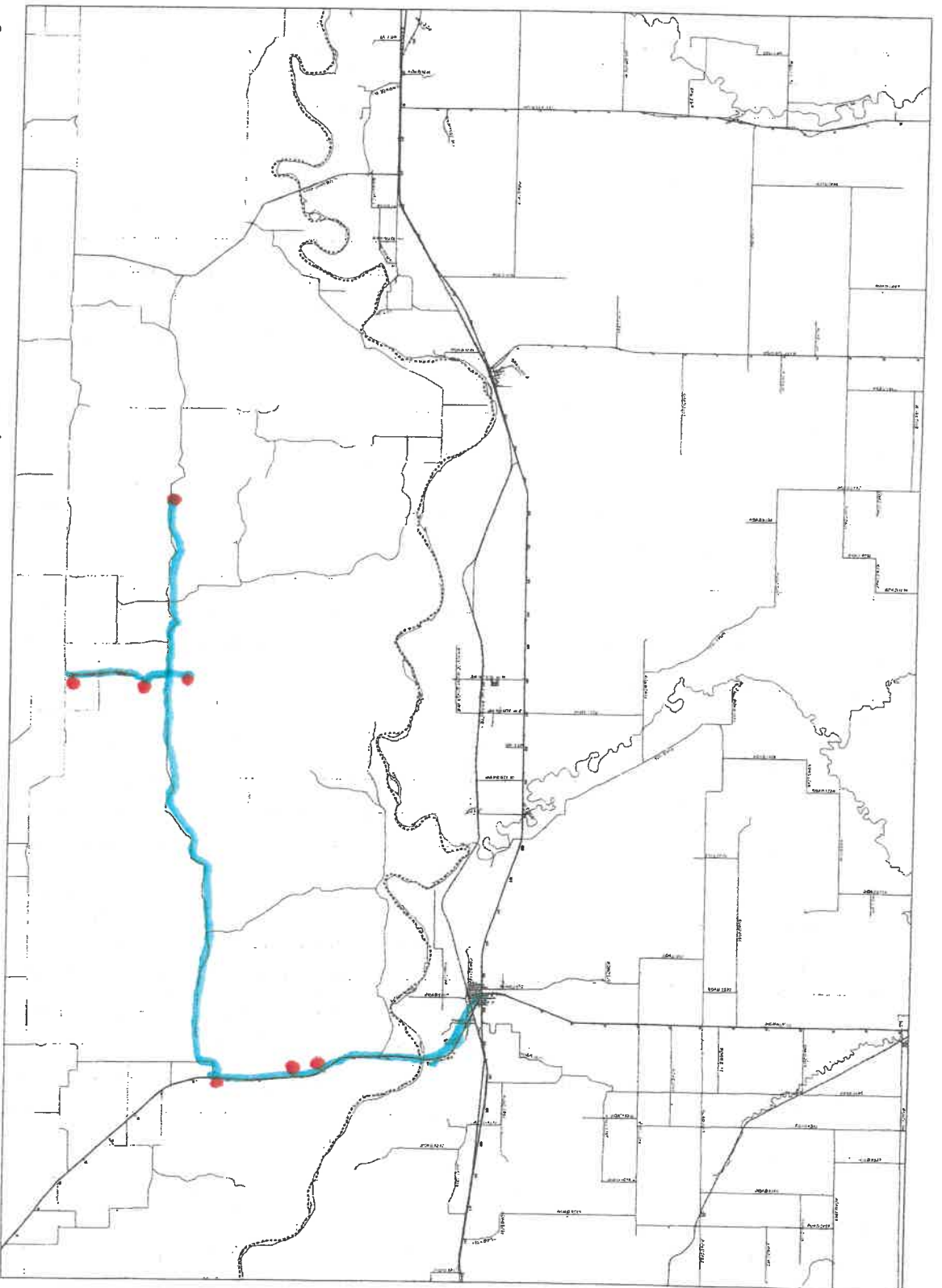


Culbertson Public Schools

2021-2022

Bus Route #5

162.0 miles/day

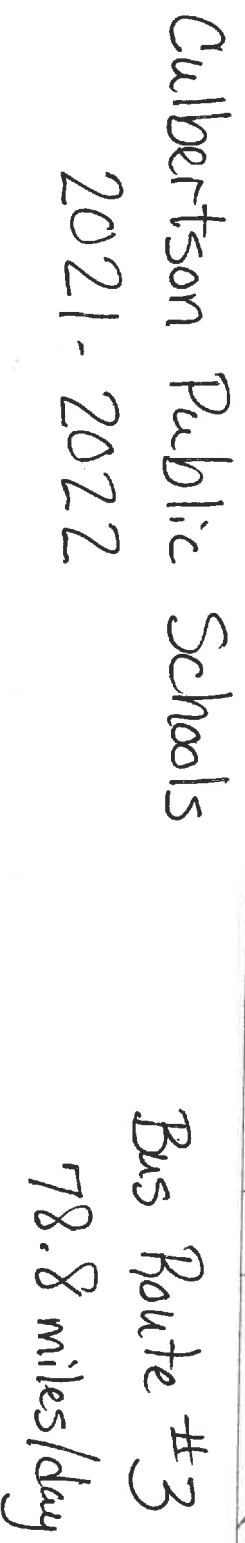


Culbertson Public Schools

2021-2022

Bus Route #4

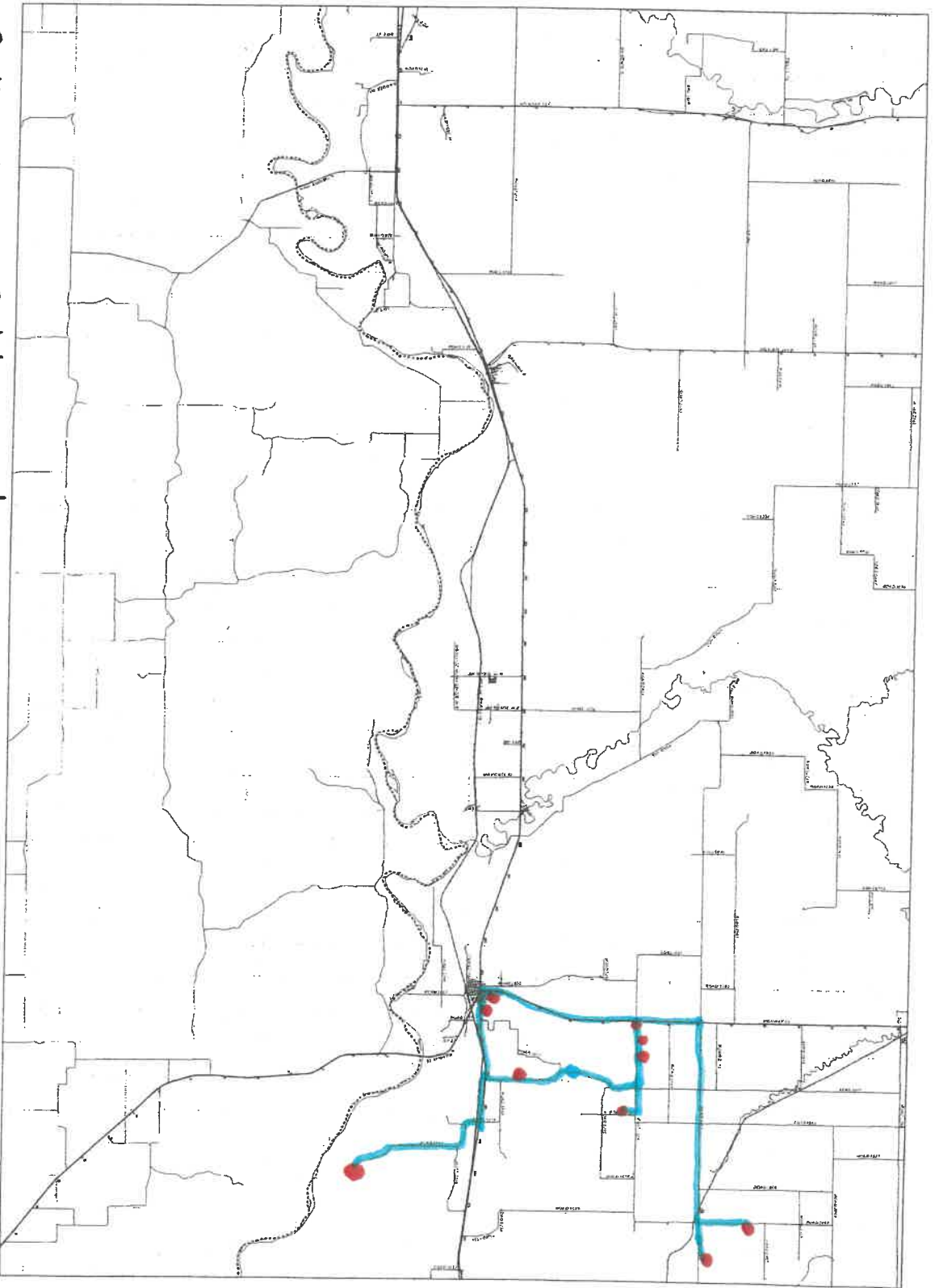
154.0 miles/day



Bus Route #3
78.8 miles/day

Bus Route #3

78.8 miles/day

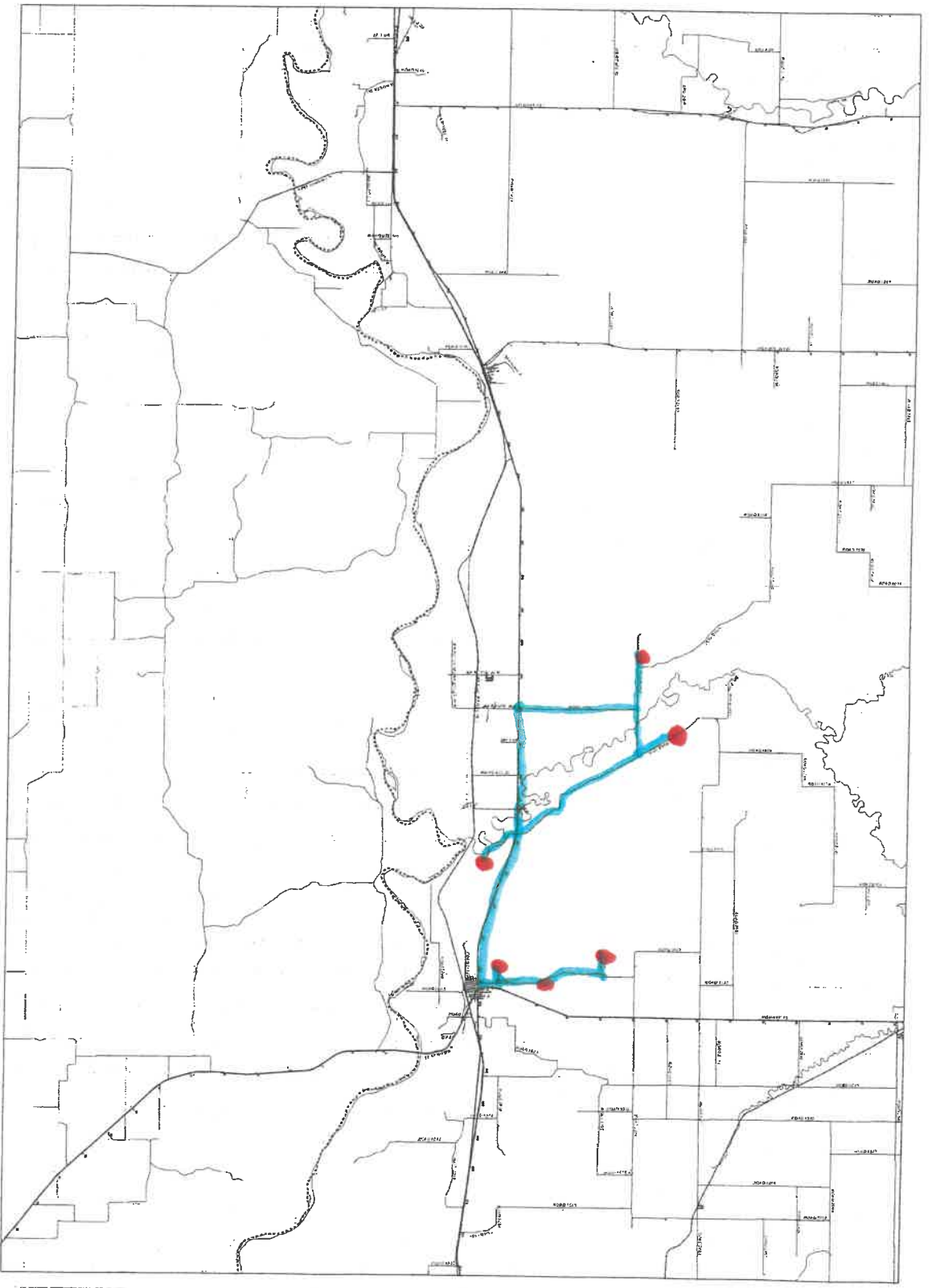


Culbertson Public Schools

2021-2022

Bus Route #2

143.3 miles/day



Culbertson Public Schools

Bus Route #1

2021-2022

84.4 miles/day

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

MEETING DATE: 7-13-2021

AGENDA ITEM #: 20

AGENDA TITLE: 2021-2022 Handbook Changes

SUMMARY: Lora would like to recommend adding some language to the student handbook to address the recent concerns that were brought by parents in the past few months. The recommended language change is attached.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Bergum					
Colvin					
Walker					

No cash payments or refunds will be made from any activity accounts. Activity accounts are considered shared monies, with no individual subaccounts, with the exception of Explore America. Explore America accounts are individually allocated. Any unapplied monies from Explore America student allocations must be reassigned to a sibling or the student's designee(s). Explore America students will be allowed to raise funds needed to pay for trips in full plus per diem meals commensurate with the Conus rates set for the specific touring region.

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

MEETING DATE: 7-13-2021

AGENDA ITEM #: 21

AGENDA TITLE: 2021-2022 Student Attendance Agreements - Froid

SUMMARY: Froid Public School is requesting permission for their buses to enter the Culbertson School to pick up students from three families. These are the same families that were approved last year by the Board.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Bergum					
Colvin					
Walker					

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

MEETING DATE: 7-13-2021

AGENDA ITEM #: 22

AGENDA TITLE: 2021-2022 Guest Teacher Roster

SUMMARY: Mike and I would like to recommend the following persons for the 2021-2022 Guest Teacher Roster:

Ginny Bjorge, Evelyn Carlisle, Joy Johnson, Teri Sansaver, Sharon Schmitz, Gretchen Wagner, Samantha Purvis, Talesha Stuber, Todd Purvis, Keri Flynn, Amy Jones, Samantha Fell, Abigail Ator, Cassie Lucas, Wes Young, Duane Larsen, Melanie Grainger, Jennifer Struna, Aaliyah Moon, Angela Miller, Taylor Stinson, Maria Chilson, Jennifer Ballard, Barbie Brady, Sara Featherston, and Beth Voight.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Bergum					
Colvin					
Walker					

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

MEETING DATE: 7-13-2021

AGENDA ITEM #: 23

AGENDA TITLE: 2021-2022 Bus Monitor Roster

SUMMARY: Mike and I would like to recommend the following persons for the 2021-2022 Bus Monitor Roster:

Rhonda Seitz, Kim Knick, Joy Young, Christina Olson, Keri Hauenstein, Maddison Avance, and Samantha Wilson.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Bergum					
Colvin					
Walker					

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

MEETING DATE: 7-13-2021

AGENDA ITEM #: 24

AGENDA TITLE: 2021-2022 Activity Bus Driver Roster

SUMMARY: Mike and I would like to recommend the following persons for the 2021-2022 Activity Bus Driver Roster:

Buddy Waldhausen, David Bengochea, John Fordyce, Keri Hauenstein, David Solem, Larry Crowder, Mike Machart, Wes Young, Tim Tharp, Jack Scotson, Duane Larsen, and Ken Heppner.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Bergum					
Colvin					
Walker					

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

MEETING DATE: 7-13-2021

AGENDA ITEM #: 25

AGENDA TITLE: 2021-2022 Kitchen Substitute Roster

SUMMARY: Teri and I would like to recommend the following persons for the 2021-2022 Kitchen Substitute Roster:

Kim Knick, Elaine Jasper, Ginny Nordmeyer, Barbie Brady, Jennifer Struna, and Taylor Primeau.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Bergum					
Colvin					
Walker					

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

MEETING DATE: 7-13-2021

AGENDA ITEM #: 26

AGENDA TITLE: 2021-2022 Activity Pass/Gate Prices

SUMMARY: The current Activity Pass and Gate Prices are as follows:

Activity Pass

Student	\$ 25
Adult	\$ 75
Family	\$ 150

Gate Prices

Student	\$ 5
Adult	\$ 8
Sr. Citizen	\$ 2
Culbertson Senior Citizen	FREE

At this time KayLynn and I recommend no changes to the Activity Pass and Gate Prices for the 2021-2022 school year.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Bergum					
Colvin					
Walker					

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

MEETING DATE: 7-13-2021

AGENDA ITEM #: 27

AGENDA TITLE: 2021-2022 Athletic Support Personnel Pay Schedule

SUMMARY: Lora has reviewed the pay schedule for personnel that work during athletic contests and recommends some slight adjustments, as some of the personnel would be considered working at a pay level below the new minimum wage of \$ 8.75 per hour.

Lora and I would like to recommend the Board review and consider the attached payment schedule for workers of athletic events.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Bergum					
Colvin					
Walker					

2021-2022 Athletic Support Personnel Pay Schedule

[illegible]

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

MEETING DATE: 7-13-2021

AGENDA ITEM #: 28

AGENDA TITLE: 2021-2022 High School Gymnasium Events Cleaning Contract

SUMMARY: Currently the Board pays \$125 per event to the Student Council for the cleaning of the High School Gymnasium.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Bergum					
Colvin					
Walker					

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

MEETING DATE: 7-13-2021

AGENDA ITEM #: 29

AGENDA TITLE: 2021-2022 Old Armory Cleaning Contract

SUMMARY: Currently the Board pays \$62.50 per week to Teri George for the cleaning of the Old Armory.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Bergum					
Colvin					
Walker					

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

MEETING DATE: 7-13-2021

AGENDA ITEM #: 30

AGENDA TITLE: 2021-2022 Health and Safety Plan

SUMMARY: Attached please find a copy of the Health and Safety Plan that was adopted by the Board for the 2020-2021 school year. The Board has the option to:

- 1) continue the plan;
- 2) edit the plan; or
- 3) discontinue the plan.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Bergum					
Colvin					
Walker					

Culbertson School District

Health & Safety Plan

August 2020

The Culbertson School Board of Trustees recognizes the challenges and the impacts that COVID-19 has on the health and safety of the students and the staff of the Culbertson School District. To this end, the Board shall:

1. Develop, adopt, and implement a School District Health and Safety Plan.
 - a. Identify a Pandemic Coordinator and Pandemic Team that will meet regularly to monitor the effectiveness of the Health and Safety Plan and recommend changes, as needed.
 - b. Consider adoption of the 1900 COVID-19 Emergency Series of Model Board Policies from MTSBA that specifically address this pandemic.
 - c. Consider the declaration of a continuous state of emergency through June 30, 2021 in case there were to be a COVID-19 outbreak in our school and/or community.
 - d. Consider authorizing off-site instruction if an outbreak makes onsite instruction unfeasible.
 - e. Consider authorizing the administration to determine and declare proficiency learning status at each grade level and in each subject area. This will serve as an alternative to meeting aggregate hours of pupil instruction.
 - f. Consult with local health officials and the County Health Department on the development and implementation of this School District Health and Safety Plan.
 - g. Follow all CDC guidelines if a student or staff member tests positive for COVID-19.

The Culbertson School District Health and Safety Plan shall have three phases of implementation in accordance with the Governor's Plan for Reopening Schools.

Phase One and Phase Two

Academic:

- I. Off-Site Learning Only
 - a. Technology devices will be distributed, upon request, to all students in grades 3-12.
 - b. Classes will meet via technology when available and appropriate.
 - c. Learning materials will be delivered electronically, by mail, or personally delivered to students/families.
 - d. Staff will receive training to serve students through remote learning.

- e. Communication from teachers to students and parents will be via emails and phone calls on a weekly basis at a minimum.
- f. Consideration for IEP and Section 504 accommodations will be recognized and implemented for each student in each applicable subject.

Academic:

- I. On-Site Learning Only
 - g. Accommodations will be made for students and staff in an at-risk group or for those caring for someone in an at-risk group.
 - h. Use of the Google platform for lessons at least one day per week at the junior high and high school levels as a bridge for potential off-site learning.
 - i. Consider elementary students remaining in their homerooms during specialist time, if possible.

Physical and Structural:

- I. On-Site Learning Only
 - a. Consider staggering the arrival and unloading of buses at the school.
 - b. Consider increased parking distance between buses for the purpose of loading buses at the conclusion of school each day.
 - c. Implementation of strategies to keep students from congregating at school entrances before school and at the conclusion of lunch and/or recess time.
 - d. Clean and sanitize facilities daily in accordance with CDC guidelines.
 - e. Allow for the optional wearing of masks by students and staff while on campus unless masks are otherwise required by the county health department or other governmental entity.
 - f. HVAC filters will be changed in accordance with CDC guidelines.
 - g. Protocols will be implemented to reduce the number of students and staff touching door surfaces when entering and leaving the building during recess times.
 - h. Student seating in classrooms will be done to maximize social distancing.
 - i. Protocols will be implemented to minimize student contact while transitioning between classes during the school day.
 - j. The lunchroom will utilize all available tables to maximize social distancing during lunchtime.
 - k. Schedules will be made for regular handwashing and sanitizing for staff and students throughout the school day.

Social, Emotional, and Behavioral:

- I. On-Site or Off-Site Learning
 - a. Staff training will be offered to identify students struggling with trauma.

- b. Resources and training will be offered for students and staff recovering from traumatic events.
- c. Information will be provided to parents in an effort to assist students cope with tragedies.
- d. Share information about support services available for staff, students, and parents.
- e. Expand mental health outreach and treatment strategies for staff and students struggling with trauma.

Transportation:

- I. On-Site Learning Only
 - a. Assign seating charts on the buses with family members sharing seats if necessary.
 - b. Maximum social distancing will be utilized on all buses.
 - c. Cleaning of buses in accordance with CDC guidelines.
 - d. Utilize the flexibility in the transportation fund to provide instructional services to students.

Business:

- I. On-Site or Off-Site Learning
 - a. Adopt and implement the COVID-19 Emergency 1900 series policies to support and enhance the district's financial options.
 - b. Review technology and operational needs.
 - c. Communicate with the Roosevelt County and local area EMS managers to assess the PPE supply chain.

Extra-curricular Activities:

- I. On-Site Learning
 - a. Review each event that may be held at the school facilities to develop protocols and guidelines based on number attendees and the logistics of the district's various indoor and outdoor settings.
 - b. Make every attempt to accommodate at-risk individuals who may not be able to attend events on school grounds.
 - c. Consider social distancing guidelines for meals, etc.
 - d. Encourage on-line/virtual events when available.
 - e. Utilize outdoor venues when possible for increased social distancing and air flow.
 - f. Frequently disinfect all equipment in accordance with CDC guidelines.
 - g. Exercise social distancing on bus travel to the greatest extent possible with family members sharing seats when necessary.
 - h. Minimize the length of bus travel whenever possible.

Phase Three (On-Site Learning Only):

- I. Follow CDC guidelines at all times.

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

MEETING DATE: 7-13-2021

AGENDA ITEM #: 31

AGENDA TITLE: Board Policy Updates – 1st Reading

SUMMARY: Attached please find about 50 or so policies that MTSBA recommends School Boards across the state adopt due to changes in the laws since the legislative session. I recommend the Board post the following policies for public comment prior to consideration for adoption at the August Board meeting.

As a rule.....text that is added is underlined, while text that should be deleted is ~~struck~~.

Due to time constraints caused by computer issues, I have not had the time to cross reference the attached policies with our new policies adopted in the past year. I plan to complete this task prior to the regular August Board meeting.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Bergum					
Colvin					
Walker					

THE BOARD OF TRUSTEES

1310

District Policy and Procedures

The policies contained in this manual are adopted, implemented, and enforced in accordance with the supervisory authority vested with the Board of Trustees in accordance with Article X, section 8 of the Montana Constitution and related statutes, regulations and court decisions.

Adoption 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:	Article X, Section 8	Montana Constitution
	§ 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:

5 Uniform Complaint Procedure

6
7 The Board establishes this Uniform Complaint Procedure as a means to address complaints
8 arising within the District. This Uniform Complaint Procedure is intended to be used for all
9 complaints except those governed by a specific process in state or federal law that supersedes
10 this process or collective bargaining agreement. Matters covered by a collective bargaining
11 agreement will be reviewed in accordance with the terms of the applicable agreement.

12
13 The District requests all individuals to use this complaint procedure, when the individual
14 believes the Board or its employees or agents have violated the individual's rights under state or
15 federal law or Board policy. Complaints against a building administrator shall be filed with the
16 Superintendent. Complaints against the Superintendent or District administrator shall be filed
17 with the Board.

18
19 The District will endeavor to respond to and resolve complaints without resorting to this formal
20 complaint procedure and, when a complaint is filed, to address the complaint promptly and
21 equitably. The right of a person to prompt and equitable resolution of a complaint filed hereunder
22 will not be impaired by a person's pursuit of other remedies. Use of this complaint procedure is
23 not a prerequisite to pursue other remedies and use of this complaint procedure does not extend
24 any filing deadline related to pursuit of other remedies.

25
26 Deadlines requiring District action in this procedure may be extended for reasons related but not
27 limited to the District's retention of legal counsel and District investigatory procedures.

28
29 Level 1: Informal

30
31 An individual with a complaint is first encouraged to discuss it with the appropriate employee or
32 building administrator with the objective of resolving the matter promptly and informally. An
33 exception is that a complaint of sexual harassment should be discussed directly with an
34 administrator not involved in the alleged harassment.

35
36 Level 2: Building Administrator

37
38 When a complaint has not been or cannot be resolved at Level 1, an individual may file a signed
39 and dated written complaint stating: (1) the nature of the complaint; (2) a description of the event
40 or incident giving rise to the complaint, including any school personnel involved; and (3) the
41 remedy or resolution requested. The written complaint must be filed within thirty (30) calendar
42 days of the event or incident or from the date an individual could reasonably become aware of
43 such event or incident. The applicability of the deadline is subject to review by the
44 Superintendent to ensure the intent of this uniform complaint procedure is honored.

45
46 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 Administrator ~~may~~ shall turn the complaint over to the applicable District nondiscrimination coordinator. The coordinator shall ensure an investigation is completed in accordance with the applicable procedure. In the case of a sexual harassment or Title IX complaint the applicable investigation and appeal procedure is Policy 3225P or 5012P. In the case of a disability complaint, the coordinator shall complete an investigation and file a report and recommendation with the Administrator for decision. Appeal of a decision in a disability complaint will be handled in accordance with this policy. If the complainant is dissatisfied with the Administrator's decision on a , either may request, in writing, that the Board consider an appeal of the Administrator's decision. (See Level 3.) This request must be submitted in writing to the Board, within thirty (30) calendar days of the Administrator's written response to the complaint.

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 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

1
2
3
4 appeal, the Chair will either: (1) place the appeal on the agenda of a regular or special Board
5 meeting, (2) appoint an appeals panel of not less than three trustees to hear the appeal and make
6 a recommendation to the Board, or (3) respond to the complaint with an explanation of why the
7 appeal will not be heard by the Board of Trustees in accordance with this policy. If the Chair
8 appoints a panel to consider the appeal, the panel will meet to consider the appeal and then make
9 written recommendation to the full Board. The Board will report its decision on the appeal, in
10 writing, to all parties, within thirty (30) calendar days of the Board meeting at which the Board
11 considered the appeal or the recommendation of the panel. A decision of the Board is final,
12 unless it is appealed pursuant to Montana law within the period provided by law.
13

14 Cross Reference: 3210 - Equal Educational Opportunity and Nondiscrimination
15 5010 - Equal Employment Opportunity and Nondiscrimination
16 3225-3225P – Sexual Harassment of Students
17 5012-5012P – Sexual Harassment of Employees
18

19 Legal Reference: Title IX of the Education Amendments of 1972 (Civil Rights Act)
20 Title II of the Americans with Disabilities Act of 1990
21 § 504 of the Rehabilitation Act of 1973
22

23 Policy History:

24 Adopted on:

25 Reviewed on:

26 Revised on:

1 **Culbertson School District**

2
3 **INSTRUCTION**

2050

4
5 Student Instruction

6
7 The School District has adopted the protocols outlined in this policy to ensure the delivery of
8 education services to students onsite at the school, offsite at other locations using available
9 resources. The District administration or designated personnel are authorized to implement this
10 policy.

11
12 As outlined in District Policy 2100, and except for students determined by the School District to
13 be proficient using School District assessments, the adopted calendar has a minimum number of
14 720 aggregate instructional hours for students in kindergarten through third grade; 1,080 hours
15 for students in fourth through eleventh grade and 1,050 hours for students in twelfth grade.

16
17 The School District may satisfy the aggregate number of hours through any combination of
18 onsite, offsite, and online instruction. The District administration is directed to ensure that all
19 students are offered access to the complete range of educational programs and services for the
20 education program required by the accreditation standards adopted by the Montana Board of
21 Public Education.

22
23 For the purposes of this policy and the School District's calculation of ANB and "aggregate
24 hours of instruction" within the meaning of that term in Montana law, the term "instruction"
25 shall be construed as being synonymous with and in support of the broader goals of "learning"
26 and full development of educational potential as set forth in Article X, section 1 of the Montana
27 Constitution. Instruction includes innovative teaching strategies that focus on student
28 engagement for the purposes of developing a students' interests, passions, and strengths. The
29 term instruction shall include any directed, distributive, collaborative and/or experiential learning
30 activity provided, supervised, guided, facilitated, work based, or coordinated by the teacher of
31 record in a given course that is done purposely to achieve content proficiency and facilitate the
32 learning of, acquisition of knowledge, skills and abilities by, and to otherwise fulfill the full
33 educational potential of each child.

34
35 Staff shall calculate the number of hours students have received instruction as defined in this
36 policy through a combined calculation of services received onsite at the school or services
37 provided or accessed at offsite or online instructional settings including, but not limited to, any
38 combination of physical instructional packets, virtual or electronic based course meetings and
39 assignments, self-directed or parent-assisted learning opportunities, and other educational efforts
40 undertaken by the staff and students that can be given for grade or credit. Staff shall report
41 completed hours of instruction as defined in this policy to the supervising teacher, building
42 principal, or district administrator for final calculation.

43
44 In order to comply with the requirements of the calendar, District Policy and Section 20-1-301,
45 MCA, the District shall implement the instructional schedules and methods identified in this
46 policy.

Offsite Instruction

The Board of Trustees authorizes offsite instruction of students in a manner that satisfies the aggregate number of instructional hours outlined in the School District's adopted or revised calendar for a school year affected by a public health emergency. Offsite delivery methods shall include a complete range of educational services offered by the School District and shall comply with the requirements of applicable statutes. Students completing course work through an offsite instructional setting shall be treated in and have their hours of instruction calculated in the same manner as students attending an onsite institutional setting.

Offsite instruction is available to students:

1. meeting the residency requirements for that district as provided in 1-1-215;
2. living in the district and eligible for educational services under the Individuals With Disabilities Education Act or under 29 U.S.C. 794; or
3. attending school in the district under a mandatory attendance agreement as provided in 20-5-321;
4. attending school in the nearest district offering offsite instruction that agrees to enroll the student when the student's district of residence does not provide offsite instruction in an equivalent course in which the student is enrolled. A course is not equivalent if the course does not provide the same level of advantage on successful completion, including but not limited to dual credit, advanced placement, and career certification. Attendance under this provision is subject to approval of the Trustees.

The Board of Trustees authorizes the supervising teacher or district administrator to permit students to utilize an offsite or online instructional setting at when circumstances require.

Proficiency-Based Learning

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

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

onsite methods outlined in this policy, or other students whom School District personnel determine satisfy the definition of proficient or meeting proficiency.

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

Legal Reference: Article X, Section 1, Montana Constitution
Section 20-1-101, MCA – Definitions
Section 20-1-301, MCA – School Fiscal Year
Section 20-9-311, MCA – Calculation of Average Number Belonging
Section 20-7-118, MCA - Offsite Provision of Educational Services
Section 20-7-1601, MCA – Transformational Learning –Legislative Intent
ARM 10.55.906(4)) – High School Credit

Cross Reference: Policy 1005FE – Proficiency-Based Learning
Policy 2100 – School Calendar
Policy 2140 – Guidance and Counseling
Policy 2168 – Distance Learning
Policy 2410 – Graduation
Policy 2420 – Grading and Progress Reports

Policy History:

Adopted on:

Reviewed on:

Revised on:

Terminated on:

INSTRUCTION

2100

page 1 of 2

School Year Calendar and DaySchool Calendar

Subject to §§ 20-1-301 and 20-1-308, MCA, and any applicable collective bargaining agreement covering the employment of affected employees, the trustees of a school district shall set the number of hours in a school term, the length of the school day, and the number of school days in a school week. When proposing to adopt changes to a previously adopted school term, school week, or school day, the trustees shall: (a) negotiate the changes with the recognized collective bargaining unit representing the employees affected by the changes; (b) solicit input from the employees affected by the changes but not represented by a collective bargaining agreement; (c) and from the people who live within the boundaries of the school district.

Commemorative Holidays

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

Saturday School

In emergencies, including during reasonable efforts of the trustees to make up aggregate hours of instruction lost during a declaration of emergency by the trustees under Section 20-9-806, MCA, pupil instruction may be conducted on a Saturday when it is approved by the trustees.

Pupil instruction may be held on a Saturday at the discretion of a school district for the purpose of providing additional pupil instruction beyond the minimum aggregate hours of instruction required in Section 20-1-301, MCA, provided that: (a) Saturday school is not a pupil instruction day and does not count toward the minimum aggregate hours of pupil instruction; and (b) student attendance is voluntary.

School Fiscal Year

At least the minimum number of aggregate hours must be conducted during each school fiscal year. The minimum aggregate hours required by grade are:

- (a) A minimum of 360 aggregate hours for a kindergarten program;
- (b) 720 hours for grades 1 through 3;
- (c) 1,080 hours for grades 4 through 12; and
- (d) 1,050 hours may be sufficient for graduating seniors.

The minimum aggregate hours, described above, are not required for any pupil demonstrating proficiency pursuant to 20-9-311(4)(d), MCA.

In addition, seven (7) pupil instruction-related days may be scheduled for the following purposes:

1. Pre-school staff orientation for the purpose of organization of the school year;
2. Staff professional development programs (minimum of three (3) days);
3. Parent/teacher conferences; and
4. Post-school record and report (not to exceed one (1) day, or one-half (½) day at the end of each semester or quarter).

The Board of Trustees has established an advisory committee to develop, recommend, and evaluate the school district's yearly professional development plan. Each year the Board of Trustees shall adopt a professional development plan for the subsequent school year based on the recommendation of the advisory committee.

Extended School Year

In accordance with Section 20-1-301, MCA, and any applicable collective bargaining agreement covering the employment of affected employees, the Board of Trustees may establish a school calendar with an earlier start date and a later end date to ensure students receive the minimum number aggregate instructional hours. The purpose of an extended school year will be to maximize flexibility in the delivery of instruction and learning for each student in the School District. When setting an extended school year, the School District will collaborate with students, parents, employees and other community stakeholders. When proposing to adopt changes to a previously adopted school term the Board of Trustees will follow the procedures outlined in in this policy.

Legal References:	§ 20-1-301, MCA	School fiscal year
	§ 20-1-302, MCA	School term, day and week
	§ 20-1-303, MCA	Conduct of School on Saturday or Sunday prohibited - exceptions
	§ 20-1-304, MCA	Pupil-instruction-related day
	§ 20-1-306, MCA	Commemorative exercises on certain days
	§ 20-9-311, MCA	Calculation of Annual Number Belonging (ANB)
	ARM 10.55.701	Board of Trustees
	ARM 10.65.101, 103	Pupil-Instruction-Related Days
	ARM 10.55.714	Professional Development
	ARM 10.55.906	High School Credit

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 **Culbertson School District**

2
3 **INSTRUCTION**

2221

4
5 School Emergencies and Closures

6
7 The Superintendent may order closure of schools in the event of extreme weather or other
8 emergency, in compliance with established procedures for notifying parents, students, and staff.

9
10 The Board of Trustees is authorized to declare that a state of emergency exists within the
11 community. A declaration issued by the Board of Trustees is distinct from any declaration in
12 effect or previously issued by local, state or federal authorities. An emergency declaration issued
13 by the Board of Trustees authorizes the School District to take extraordinary measures to protect
14 students and staff while delivering education services in a manner authorized by law. The
15 method and location of instruction and related educational services shall be implemented in a
16 manner that serves the needs of students, their families, and staff and preserves the School
17 District's full entitlement of funding.

18
19 The trustees may order the emergency closure of schools for one (1) school day each year,
20 without the need to reschedule the lost pupil instruction time when the closure is the result of an
21 emergency. The 1-school-day closure under this subsection is not subject to the reduction in
22 BASE aid pursuant to Section 20-9-805, MCA.

23
24 In the event of a declared emergency, the School District shall avail itself of all flexibilities
25 allowed by law, rule, or regulation and shall be otherwise governed by the school finance laws
26 and rules of the state of Montana. The School District shall comply with auditing requirements
27 and reserves the authority to assert its rights to manage school district funds or seek state and
28 federal funds in a manner consistent with the full flexibility available under all applicable laws.

29
30 If a declaration of emergency is declared by the Board of Trustees, it may later adopt a resolution
31 that a reasonable effort has been made to reschedule the pupil-instruction time lost because of the
32 unforeseen emergency. If the trustees adopt the resolution, the pupil-instruction time lost during
33 the closure need not be rescheduled to meet the minimum requirement for aggregate hours that a
34 school district must conduct during the school year in order to be entitled to full BASE aid. At
35 least 75% of the pupil-instruction time lost due to the unforeseen emergency must have been
36 made up before the trustees can declare that a reasonable effort has been made.

37
38 For the purposes of this and related policies, "reasonable effort" means the rescheduling or
39 extension of the school district's instructional calendar to make up at least 75% of the hours of
40 pupil instruction lost due to an unforeseen emergency through any combination of the following
41 as outlined in accordance with Policies 2050 and 2100:

- 42 (a) extending the school year beyond the last scheduled day;
43 (b) the use of scheduled vacation days in the district's adopted school calendar
44 (c) the conduct of pupil instruction on Saturdays;
45 (d) extending instructional hours during the school day.
46

Culbertson School District

INSTRUCTION

2170

Digital Academy Classes

The District recognizes that the District and students may have a need for greater flexibility in the educational program due to funding, teacher availability, individual learning styles, health conditions, employment responsibilities, lack of success in traditional school environments or a desire for students to accelerate their learning and work at the college level before leaving high school. The District acknowledges that online learning solutions offered by the Montana Digital Academy (MTDA) may fulfill these needs.

MTDA is authorized by Montana law to charge fees for students to access offered courses. The District shall pay fees for students enrolled in an MTDA class that is required for graduation as specified in District policy or the student handbook or as determined by the Superintendent or designee. The District may charge students a reasonable fee for an MTDA course or activity not required for graduation. The Board of Trustees authorizes the Superintendent to waive the fee in cases of financial hardship.

The Superintendent, and/or designees, shall be responsible for developing procedures for the online learning program that meet the District standards for that address related topics that may include but are not limited to specification and determination of graduation requirements and fee collection for classes that are not required.

Further, the online learning solutions providers ensure that:

- A. Online course providers are accredited by a nationally recognized accreditation program or agency or are approved and endorsed by the Montana Office of Public Instruction.
- B. Qualified district staff provides information and guidance to students and parents regarding the selection of appropriate online courses to meet their needs, as well as a suitable number of online courses in which a student may enroll.
- C. The curriculum requirements of the state and school district are met.
- D. All online courses taken by the students will be approved by the administration in advance of enrollment.
- E. All teacher-led online courses include licensed, highly qualified teachers.

Cross Reference:	2100	School Calendar and Day
	2170P	<u>Digital Academy Procedures</u>
	3520	<u>Student Fees and Fines</u>

Legal Reference:	§20-7-1201, MCA	Montana digital academy – purposes - governance
	§20-7-1202, MCA	Funding – rulemaking authority
	<u>§20-9-213, MCA</u>	<u>Fees</u>

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

1 **Culbertson School District**

2
3 **INSTRUCTION**

2170P

4
5 Digital Academy Classes

6
7 The District will permit a student to enroll in Montana Digital Academy (MDA) classes in order
8 that such student may include a greater variety of learning experiences within the student's
9 educational program or enroll in a class for credit recovery.

10
11 The District will allow students in grades _____ to enroll in the Montana Digital Academy
12 program under the following conditions:

- 13
14 1. The student must be an enrolled student in the District.
- 15
16 2. A part-time student must be enrolled for a minimum of ~~two courses~~ 180 aggregate hours
17 of instruction as provided in 20-9-311(4)(a)(i). This can be an onsite ~~a combination of~~
18 ~~one in-house class and one or an~~ MTDA class, ~~or two MTDA classes.~~
- 19
20 3. ~~Determination of~~ For Montana High School Association (MHSA) eligibility will be
21 based on eligibility rules established by MHSA , ~~the student must be enrolled for, and~~
22 pass, any combination of four courses. Students who wish to take MTDA classes and
23 participate in MHSA activities must follow all extra-curricular eligibility rules.
- 24
25 4. ~~The student will be required to take the class(es) in the school building, during school~~
26 ~~time.~~
27 The student will be required to take the class(es) during the Digital Academy course
28 within the schedule.
- 29
30 OR: The student will have the option of taking the MTDA class(es) in the school
31 building, during school time, or outside of the school building at a remote location,
32 depending how and when such MTDA class(es) is/are offered.
- 33
34 5. ~~Students who wish to take MTDA classes and participate in MHSA activities must follow~~
35 ~~all extra-curricular eligibility rules.~~
- 36
37 6. ~~Each spring the administration will present the MTDA course offerings to the Board for~~
38 ~~approval.~~ Any MTDA course offered may be made available to a student in the discretion
39 of the Superintendent or designee and all courses offered by MTDA shall be considered
40 approved by the Board of Trustees for the applicable school fiscal year.
- 41
42 7. ~~The District will allow a student to enroll in a maximum of three (3) MTDA courses per~~
43 ~~semester.~~
- 44

- 1 8. ~~In order for a home school or private school student to participate in MHSA activities, the~~
2 ~~student must be enrolled in, and pass, four (4) classes per semester that are taught on~~
3 ~~campus from a highly qualified teacher.~~
4
5 9. The District shall pay fees for students enrolled in an MTDA class that required for
6 graduation as specified in District policy or the student handbook or as determined by the
7 Superintendent or designee. OPTIONAL: Classes defined as being required for
8 graduation include classes taken for purposes of credit recovery. OPTIONAL: Classes
9 defined as being required for graduation do not include classes offered by the District
10 onsite as determined by the Superintendent or designee and will therefore be considered
11 an elective class, subject to a student fee as referenced in this policy.
12
13 10. The District SELECTION OPTION: [shall / shall not] charge students a reasonable fee
14 for an elective MTDA course or activity not required for graduation. The Board of
15 Trustees authorizes the Superintendent to waive the fee in cases of financial hardship.
16

17 Policy History:

18 Adopted on:

19 Reviewed on:

20 Revised on:

Cross Reference: 2100 School Calendar and Day
2050 Student Instruction
8110 Bus Routes and Schedules

Legal Reference: Section 20-9-801 - 802, MCA Emergency School Closure
Section 20-9-806, MCA School closure by declaration of emergency
Section 20-9-805. Rate of reduction in annual apportionment entitlement.

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 **Culbertson School District**

2
3 **INSTRUCTION**

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4
5 Religion and Religious Activities

6
7 In keeping with the United States and Montana Constitutions and judicial decisions, the District
8 may not support any religion or endorse religious activity. At the same time, the District may
9 not prohibit private religious expression by students. This policy provides direction to students
10 and staff members about the application of these principles to student religious activity at school.
11

12 Student Prayer and Discussion

13
14 Students may pray individually or in groups and may discuss their religious views with other
15 students, as long as they are not disruptive or coercive. The right to engage in voluntary prayer
16 does not include the right to have a captive audience listen, to harass other students, or to force
17 them to participate. Students may pray silently in the classroom, except when they are expected
18 to be involved in classroom instruction or activities.
19

20 Staff Members

21
22 Staff members are representatives of the District and must “navigate the narrow channel between
23 impairing intellectual inquiry and propagating a religious creed.” They may not encourage,
24 discourage, persuade, dissuade, sponsor, participate in, or discriminate against a religious activity
25 or an activity because of its religious content. They must remain officially neutral toward
26 religious expression.
27

28 Graduation Ceremonies

29
30 Graduation is an important event for students and their families. In order to assure the
31 appropriateness and dignity of the occasion, the District sponsors and pays for graduation
32 ceremonies and retains ultimate control over their structure and content.
33

34 District officials may not invite or permit members of the clergy to give prayers at graduation.
35 Furthermore, District officials may not organize or agree to requests for prayer by other persons
36 at graduation, including requests by students to open or deliver a prayer at graduation. The
37 District may not prefer the beliefs of some students over the beliefs of others, coerce dissenters
38 or nonbelievers, or communicate any endorsement of religion.
39

40 Baccalaureate Ceremonies

41
42 Students and their families may organize baccalaureate services, at which attendance must be
43 entirely voluntary. Organizers of baccalaureate services may rent and have access to school
44 facilities on the same basis as other private groups and may not receive preferential treatment.
45 The District may not be identified as sponsoring or endorsing baccalaureate services. District
46 funds, including paid staff time, may not be used directly or indirectly to support or subsidize

any religious services.

Assemblies, Extracurricular and Athletic Events

District officials may not invite or permit members of the clergy, staff members, or outsiders to give prayers at school-sponsored assemblies and extracurricular or athletic events. District officials also may not organize or agree to student requests for prayer at assemblies and other school-sponsored events. Furthermore, prayer may not be broadcast over the school public address system, even if the prayer is nonsectarian, nonproselytizing, and initiated by students.

Student Religious Expression and Assignments

Students may express their individual religious beliefs in reports, tests, homework, and projects. Staff members should judge their work by ordinary academic standards, including substance, relevance, appearance, composition, and grammar. Student religious expression should neither be favored nor penalized.

Religion in the Curriculum

Staff members may teach students about religion in history, art, music, literature, and other subjects in which religious influence has been and continues to be felt. However, staff members may not teach religion or advocate religious doctrine or practice. The prohibition against teaching religion extends to curricular decisions which promote religion or religious beliefs.

School programs, performances, and celebrations must serve an educational purpose. The inclusion of religious music, symbols, art, or writings is permitted, if the religious content has a historical or independent educational purpose which contributes to the objectives of the approved curriculum. School programs, performances, and celebrations cannot promote, encourage, discourage, persuade, dissuade, or discriminate against a religion or religious activity and cannot be oriented to religion or a religious holiday.

Student Religious Clubs-Groups

Students may ~~organize~~ gather as non-curricular groups ~~clubs~~ to discuss or promote religion in accordance with District Policy 3233. ~~subject to the same constitutionally acceptable restrictions the District imposes on other student-organized clubs.~~

Distribution of Religious Literature

Students may distribute religious literature to their classmates, subject to the same constitutionally acceptable restrictions the District imposes on distribution of other non-school literature. Outsiders may not distribute religious or other literature to students on school property, consistent with and pursuant to the District policy on solicitations (Policy 4321).

Religious Holidays

Staff members may teach objectively about religious holidays and about religious symbols, music, art, literature, and drama which accompany the holidays. They may celebrate the historical aspects of the holidays but may not observe them as religious events.

Cross Reference: Policy 3550 – Student Clubs
 Policy 3233 - Student Use of Buildings
 Policy 3510 - School Sponsored Activities

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 **Culbertson School District**

2
3 **INSTRUCTION**

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page 1 of 3

4
5 High School Graduation Requirements

6
7 Publication of Graduation Requirements

8
9 Prior to registering in high school, each student will be provided with a copy of the current
10 graduation requirements. Graduation requirements shall also be included in the student
11 handbook.

12
13 Credits

14
15 Students shall be expected to earn a total of _____ units in order to complete graduation
16 requirements. Special education students who have successfully completed their IEP leading to
17 completion of high school will be awarded a diploma.

18
19 Waiver of Requirement

20
21 Graduation requirements generally will not be waived under any circumstances. ~~However, in~~
22 ~~rare and unique hardship circumstances, the principal may recommend and the Superintendent~~
23 ~~approve minor deviation from the graduation requirements in accordance with state law. The~~
24 Board may waive specific course requirements based on individual student needs and
25 performance levels. Waiver requests shall also be considered with respect to age, maturity,
26 interest, and aspirations of the students and shall be in consultation with the parents or guardians.

27
28 Alternative Programs

29
30 A student may be given credit for a course satisfactorily completed in a period of time shorter or
31 longer than normally required and, provided that the course meets the district's curriculum and
32 assessment requirements, which are aligned with the content standards stated in the education
33 program. Credit toward graduation requirements may be granted for planned learning
34 experiences from accredited programs, such as summer school, university courses, and
35 correspondence courses, extension, and distance learning courses, adult education, summer
36 school, work study, work-based learning partnerships, and other experiential learning
37 opportunities, custom-designed courses, and challenges to current courses. The District shall
38 accept units of credit taken with the approval of the District and which appear on the student's
39 official school transcript. Credit for work experience may be offered when the work program is a
40 part of and supervised by the school.

41
42 All classes attempted at _____ High School and all acceptable transfer credits shall be
43 recorded on the transcript. All grades earned, including failures and retakes, shall be recorded as
44 such and utilized in the calculation of Grade Point Average and class rank. Credit shall be
45 awarded only once regardless of repetition of the course.

Dual Credit

Dual credit allows high schools students to simultaneously earn credit toward both a high school diploma and college coursework that can lead to a postsecondary degree or certificate, or toward transfer to another college. As noted in the Student Handbook, the District will assign the grade given by ***CHOOSE OPTION 1 or 2: 1) the classroom teacher or 2) the college professor to the student's report card.*** The primary purpose of offering dual credit courses is to deliver high quality, introductory, college level courses to high-performing high school students. The

_____ School District has dual credit partnerships with [name of post-secondary institutions]. Students interested in dual credit opportunities must meet with their building administration to determine available options.

Students should be aware of Montana High School Association on-campus attendance eligibility requirements for activity participation.

Honor Roll

A student must have a minimum grade-point average of 3.00 to be placed on the regular honor roll. Specific information regarding honors at graduation are included in the student handbook.

Class Rank (Grade Point Average)

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

Early Graduation

In accordance with provisions of § 20-9-313, MCA, the ANB of a school may be increased when a high school district provides early graduation for a student who completes graduation requirements in less than eight semesters or the equivalent amount of secondary school enrollment. The increase must be established by the trustees as though the student had attended to the end of the school fiscal year and must be approved, disapproved, or adjusted by the superintendent of public instruction.

The Board hereby authorizes the [high school principal] [superintendent] [administration] to recommend to the Board for early graduation students who have completed the minimum requirements for graduation in less than eight semesters.

Post-Graduation

The Board may admit an individual who has graduated from high school but is not yet 19 years of age even though no special circumstances exist for waiver of the age requirements outlined in

Policy 3310. The Board authorizes the administration to notify parents and students of this opportunity to enroll after earning a diploma or purposes post-secondary or career preparation. Any student enrolled under this provision shall be included in the District's ANB calculation.

Educational Disruption

If a student who has experienced an educational disruption meets the minimum high school credit requirement for graduation as established by administrative rules of the Board of Public Education but will not meet a higher credit requirement established by Board of Trustees, the District shall award the student a diploma. The District may distinguish the diploma in a reasonable manner from standard diplomas issued under this policy.

For the purposes of this policy, "educational disruption" means a disruption experienced during grades nine through twelve caused by homelessness, involvement in the child welfare system or juvenile justice system, a medical or mental health crisis, or another event considered a qualifying educational disruption by the District.

Cross Reference:	1005FE –	Proficiency Based Learning
	2600	Work Based Learning
	3125	Homeless Students

Legal Reference:	§ 20-9-313, MCA	Circumstances under which regular average number belonging may be increased
	10.55.906, ARM	High School Credit
	10.55.905, ARM	Graduation Requirements
	§ 10-1-1402, MCA	Montana Youth Challenge
	Chapter 80 - 2021 General Legislative Session	
	HB 246 – 2021 General Legislative Session	

Policy History:

Adopted on:

Reviewed on:

Revised on:

5 Work Based Learning Program

7 The Board recognizes that education should be making classroom experiences a meaningful
8 process of learning about all practical aspects of life. The Board believes that the inclusion of
9 career education in the basic curriculum will provide students with information about the many
10 career opportunities available and will establish a relationship between what is taught in the
11 classroom and the world of work.

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

22 Students may submit a proposal for a tailored Work Based Learning program that divides their
23 time between instruction in school and specific learning at a job. Each proposed program will be
24 planned by Work Based Learning coordinators and the employer (or employer groups) and shall
25 be in accordance with state and federal laws and regulations governing employment of students
26 under age 18. The Work Based Learning coordinators will communicate with employers on a
27 monthly basis and will visit work sites to determine if the placement is appropriate for student
28 employment.

30 The particular program designed for each student shall be set forth in a written protocol approved
31 by the student, his or her parents or guardians, the work-experience coordinator and the
32 employer. This shall stipulate the terms of employment and the provision for academic credit.

34 The Work Based Learning coordinator shall make such arrangements as necessary with
35 employers for evaluating the student's on-the-job performance and for keeping records of job
36 attendance.

38 The employer or supervisor shall complete District volunteer agreement form and satisfy a
39 name-based and fingerprint criminal background check in accordance with District Policies 5120
40 and 5122. The employee and District shall also complete workers compensation insurance and
41 general liability insurance requirements in accordance with the attached procedure in a manner
42 consistent with the Work Based Learning opportunity provided to student.

44 Cross Reference: 2600P Work Based Learning Procedures
45 2600F Work Based Learning Affiliation Agreement and Consent Form

1 Legal reference: Title 41, Chapter 2, MCA
2 Fair Labor Standards Act 29 U.S.C. 212 and 213, et seq.
3 Chapter 247 2021 General Legislative Session
4 Section 29-71-118(7), MCA Employee, worker, volunteer, volunteer
5 firefighter, and volunteer emergency care provider defined --election of
6 coverage.
7
8 Policy History:
9 Adopted on:
10 Reviewed on:
11 Revised on:

6 Work Based Learning Program - Insurance

8 The School District Work Based Learning coordinator will work with School District
9 administration to identify the appropriate insurance coverage for a student's tailored work-
10 experience opportunity. A student will not commence a Work Based Learning opportunity until
11 the appropriate insurance option has been identified and implemented by all parties. The option
12 selected will be noted as part of the student's Work Based Learning plan.

14 Option 1

15 Employer pays the student to work for them in a paid capacity. Student learns from the employer
16 like a newly hired employee and skill sets are acquired through doing actual work for the
17 employer. Student ~~may~~ earns school credit for employment as documented in the Work Based
18 Learning plan. Employer is required to show proof of workers compensation coverage for the
19 student via a copy of a current workers compensation policy if the Work Based Learning plan
20 shows the student will receive school credit for the employment. Medical costs and other related
21 workers compensation claim expenses for accepted workers compensation claims due to injury
22 to the student while working in the course and scope as part of the Work Based Learning
23 opportunity shall be covered by the employer's workers compensation coverage.

25 Option 2

26 Employer does not pay the student. Student ~~does not~~ earns school credit as part of a Work Based
27 Learning plan but student may be assigned credit as part of another course. Employer has a
28 volunteer endorsement added to their workers compensation policy and pays that premium to
29 their carrier. School District requires the employer to show proof of workers compensation
30 coverage with the volunteer endorsement added via a copy of a current workers compensation
31 policy. Medical costs and other related workers compensation claim expenses for accepted
32 workers compensation claims due to injury to the student while working in the course and scope
33 as part of the Work Based Learning opportunity shall be covered by the employer's workers
34 compensation coverage.

36 Option 3

37 Employer does not pay student. Student earns school credit for the Work Based Learning
38 opportunity as outlined the Work Based Learning plan. School district adds a school to work
39 endorsement onto the school workers' compensation policy. School District pays the workers
40 compensation premium costs for the endorsement and other required insurance coverage. Parent
41 liability risk forms should be signed in advance to recognize the inherent risks present with this
42 learning opportunity and to clearly state the student has personal medical insurance coverage in
43 place. Medical costs and other related workers compensation claim expenses for accepted
44 workers compensation claims due to injury to the student while working in the course and scope
45 as part of the Work Based Learning opportunity shall be covered by the School District's
46 workers compensation coverage.

Option 4

School District provides a work-based learning opportunity off school grounds. The learning opportunity takes place during school period hours, awards school credit hours toward graduation requirements, and is led by a teacher of the school district and/or co-taught by a trade person or general contractor. No workers compensation coverage being provided. School District is responsible for general liability coverage for the students and parent liability risk forms should be signed in advance to recognize the inherent risks present with this learning opportunity and to clearly state the student has personal medical insurance coverage in place.

Policy History:

Adopted on:

Reviewed on:

Revised on:

WORK BASED LEARNING AFFILIATION AGREEMENT

2600F

This Affiliation Agreement is entered into between Culbertson High School and _____ (workplace learning site).

WHEREAS Culbertson High School has established a Work Based Learning program for students interested in career exploration opportunities; and

WHEREAS Culbertson High School wishes to affiliate with _____ (workplace learning site) for the purpose of providing Career Exploration and Assessment experiences for students enrolled in the Work Based Learning Program; and

WHEREAS the Workplace Learning Site is willing to permit the Career Exploration experience on its premises with the terms set forth in this Affiliation Agreement;

NOW THEREFORE, the parties agree as follows:

1. The High School shall assume full responsibility for planning and execution of the student program of instruction including curriculum content, Work Based Learning orientation, emergency contact information, and parent/guardian consent.
2. The High School shall ensure participating students have completed safety instruction specific to the work site prior to participation in the Work Based Learning experience.
3. The High School shall provide a Work Based Learning Coordinator responsible for instruction and coordination with appropriate Workplace Learning Site personnel for the planning, selecting, and evaluating of students' experiences.
4. The Work Based Learning Coordinator, Workplace Supervisor, and student will work collaboratively to determine the career readiness, employability skills, and proficiency guidelines set forth in the personalized work based learning program.
5. The Workplace Learning Site agrees to designate a Workplace Supervisor, who has completed the Volunteer Agreement Form, and whose responsibility it shall be to assist the Work Based Learning Coordinator in selection and coordination of student experiences appropriate to the level of learning.
6. The Workplace Learning Site professional practitioners shall be responsible for overseeing the students' experience and training activities. They shall orient the students to their activities, direct their activities and supervise their activities to assure safe and satisfactory experiences and performance.
7. The High School shall be responsible for assigning students to the Workplace Learning Site for experience. The High School shall notify the Workplace Learning Site at least one (1) month in advance of its planned schedule of students and types of experiences to be provided. This schedule shall be subject to approval of the Workplace Learning Site.
8. The Workplace Learning Site shall make available the necessary equipment and supplies as determined by the Workplace Learning Site in conjunction with the High School.
9. The Workplace Learning Site shall provide the Work Based Learning Coordinator with frequent student performance evaluations in the manner and frequency so designated by the High School.
10. The High School shall work with the Workplace Learning Site regarding the removal of any student from the Workplace Learning Site whenever the student is not performing or meeting the workplace requirements. Responsibility for student disciplinary measures, if any, shall be with High School and not with the Workplace Learning Site.

Workplace Supervisor initials the selection specific to this Work Based Learning placement:

_____ Employer pays the student to work for them in a paid capacity. Student learns from the employer like a newly hired employee and skill sets are acquired through doing actual work for the employer. Student may earn school credit for employment as documented in the Work Based Learning plan. Employer is required to show proof of workers compensation coverage for the student via a copy of a current workers compensation policy if the Work Based Learning plan shows the student will receive school credit for the employment. Medical costs and other related workers compensation claim expenses for accepted workers compensation claims due to injury to the student while working in the course and scope as part of the Work Based Learning opportunity shall be covered by the employer's workers compensation coverage.

_____ Employer does not pay the student. Student does not earn school credit as part of a Work Based Learning plan but student may be assigned credit as part of another course. Employer has a volunteer endorsement added to their workers compensation policy and pays that premium to their carrier. School District requires the employer to show proof of workers compensation coverage with the volunteer endorsement added via a copy of a current workers compensation policy. Medical costs and other related workers compensation claim expenses for accepted workers compensation claims due to injury to the student while working in the course and scope as part of the Work Based Learning opportunity shall be covered by the employer's workers compensation coverage.

_____ Employer does not pay student. Student earns school credit for the Work Based Learning opportunity as outlined the Work Based Learning plan. School district adds a school to work endorsement onto the school workers' compensation policy. School District pays the workers compensation premium costs for the endorsement and other required insurance coverage. Parent liability risk forms should be signed in advance to recognize the inherent risks present with this learning opportunity and to clearly state the student has personal medical insurance coverage in place. Medical costs and other related workers compensation claim expenses for accepted workers compensation claims due to injury to the student while working in the course and scope as part of the Work Based Learning opportunity shall be covered by the School District's workers compensation coverage.

_____ Culbertson School District provides a work-based learning opportunity off school grounds. The learning opportunity takes place during school period hours, awards school credit hours toward graduation requirements, and is led by a teacher of the school district and/or co-taught by a trade person or general contractor. No workers compensation coverage being provided. School District is responsible for general liability coverage for the students and parent liability risk forms should be signed in advance to recognize the inherent risks present with this learning opportunity and to clearly state the student has personal medical insurance coverage in place.

Workplace Supervisor

Date

Work Based Learning Coordinator

Date

PARENT/GUARDIAN CONSENT FOR WORK BASED LEARNING EXPERIENCE

I, (full name) _____ as legal guardian of
_____ (child's full name) a student
enrolled in the Culbertson High School acknowledge the following:

The program of study includes opportunities for my child to participate in an off-campus Work Based Learning opportunity, and I give my consent to my child participating in the offsite Work Based Learning component, and I agree to support and assist with enforcement of the content included in the Work Based Learning placement

I agree to accept responsibility for my student's participation in the above-referenced activity. I understand any negligence arising out of the student's participation in the program shall be attributed to me as comparative negligence within the meaning of Section 27-1-702, MCA. I agree to counsel my child to abide by the rules and regulations set forth by the workplace learning site.

I have signed the Parent/Guardian Consent and agree to the stated conditions.

Parent/Guardian signature

Date

Parent/Guardian printed name

Phone number

Address City/State/Zip code

1 **Culbertson School District**

2
3 **STUDENTS**

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4
5 Entrance, Placement, and Transfer

6
7 Entrance, Date, and Age

8
9 The trustees will enroll and admit a child to a school in the district when the child is 5 years of
10 age or older on or before the tenth (10th) day of September of the school year in which the child
11 is to enroll but is not yet 19 years of age who is a resident of the District. Parents may request a
12 waiver of the age requirement. All waivers are granted in the sole discretion of the Trustees.
13

14 Non-resident students may be admitted at the discretion of the Trustees. Children will be
15 enrolled in the grade identified in accordance with District policy or at the discretion of the of the
16 administration in consultation with the student's parents or guardians. The District requires
17 proof of identity and an immunization record for every child to be admitted to District schools.
18

19 The trustees may at their discretion assign and admit a child to a school in the district who is
20 under 5 years of age or an adult who is 19 years of age or older if there are exceptional
21 circumstances that merit waiving the age provision. The trustees may also admit an individual
22 who has graduated from high school but is not yet 19 years of age even though no special
23 circumstances exist for waiver of the age provision of this Policy.
24

25 School Entrance

- 26
27 1. The District requires that a student's parents, legal guardian, or legal custodian present
28 proof of identity of the child¹ to the school within forty (40) days of enrollment, as well
29 as proof of residence in the District. Students who are not residents of the District may
30 apply for admission pursuant to Policy 3141.
31
32 2. To be admitted to District schools, in accordance with the Montana Immunization Law, a
33 child must have been immunized against varicella, diphtheria, pertussis, tetanus,
34 poliomyelitis, rubella, mumps, and measles in the manner and with immunizing agents
35 approved by the department. Immunizations may not be required if a child qualifies for
36 conditional attendance or an exemption is filed as provided by Montana law.
37
38 3. The above requirements are not to serve as barriers to immediate enrollment of students
39 designated as homeless or foster children as required by the Every Student Succeeds Act
40 (ESSA) and the McKinney-Vento Act as amended by ESSA. The District shall work
41 with the local child welfare agency, the school last attended, or other relevant agencies to
42 obtain necessary enrollment documentation and ensure a student receives education
43 services in the best interests of the child. The Superintendent or designee shall serve as
44 point of contact with all applicable agencies to review records, facilitate services and
45 resolve disputes.
46

Placement

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

Children of Relocated Military Families

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

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

Transfer

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

Elementary Grades (K-8)

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

Secondary Grades (9-12) Credit Transfer

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

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

5. Appropriate evaluation of student performance leading toward credit issuance.

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

Legal Reference:	§ 20-5-101, MCA	Admittance of child to school
	§ 20-5-403, MCA	Immunization required – release and acceptance of immunization records
	§ 20-5-404, MCA	Conditional attendance
	§ 20-5-405, MCA	Medical or religious exemption
	§ 20-5-406, MCA	Immunization record
	§ 44-2-511, MCA	School enrollment procedure
	10.16.3122, ARM	Local Educational Agency Responsibility For Students with Disabilities
	10.55.601, et seq., ARM	Accreditation Standards: Procedures
	<u>Chapter 20 – 2021 General Legislative Session</u>	
	<u>HB 246 – 2021 General Legislative Session</u>	

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 For the purposes of this section “proof of identity” means a certified copy of a birth certificate, a certified transcript or similar student records from the previous school, or any documentary evidence that a school district considers to be satisfactory proof of identity. 44-2-511(6)(a), MCA

1 **Culbertson School District**

2
3 **STUDENTS**

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4
5 Enrollment and Attendance Records

6
7 Since accurate enrollment and attendance records are essential both to obtain state financial
8 reimbursement and to fulfill the District's responsibilities under the attendance laws, staff shall
9 be diligent in maintaining such records.

10
11 A district may only include, for ANB purposes, any student who participates in pupil instruction
12 as defined in Section 20-1-101(17), MCA and for whom ANB may be claimed under Title 20,
13 including but not limited to an enrolled student who is:

- 14
15 • A resident of the district or a nonresident student admitted by trustees under a student
16 attendance agreement and who is attending a school of the district;
17
18 • Unable to attend school due to a medical reason certified by a medical doctor and
19 receiving individualized educational services supervised by the district, at district
20 expense, at a home or facility that does not offer an educational program;
21
22 • Unable to attend school due to the student's incarceration in a facility, other than a youth
23 detention center, and who is receiving individualized educational services supervised by
24 the district, at district expense, at a home or facility that does not offer an educational
25 program;
26
27 • Living with a caretaker relative under Section 1-1-215, MCA;
28
29 • Receiving special education and related services, other than day treatment, under a
30 placement by the trustees at a private nonsectarian school or private program if the
31 student's services are provided at the district's expense under an approved individual
32 education plan supervised by the district;
33
34 • Participating in the Running Start Program at district expense under Section 20-9-706,
35 MCA;
36
37 • Receiving education services, provided by the district, using appropriately licensed
38 district staff at a private residential program or private residential facility licensed by the
39 Department of Public Health and Human Services;
40
41 • Enrolled in an educational program or course provided at district expense using electronic
42 or offsite delivery methods, including but not limited to tutoring, distance learning
43 programs, online programs, and technology delivered learning programs, while attending
44 a school of the district or any other nonsectarian offsite instructional setting with the
45 approval of the trustees of the district; ~~or~~
46

- A student of the district completing work on a proficiency basis in accordance with Sections 20-9-311(4)(d) and 20-9-324(18)(b), MCA;
- A student gaining credit for participating in a work-based learning program pursuant to [New Section 8] of Chapter 247, Laws of 2021 and Policy 2600;
- A student participating in an “innovative educational program” as defined in Section 15-30-3102, MCA;
- A resident of the district attending a Montana job corps program under an interlocal agreement with the district under Section 20-9-707, MCA; or
- A resident of the district attending a Montana Youth Challenge Program under an interlocal agreement with the district under Section 20-9-707, MCA.

In order for a student who is served through distance learning or offsite delivery methods to be included in the calculation of average number belonging, the student must meet ~~the residency requirements for that district; live in the district, and must be eligible for educational services under the Individuals with Disabilities Education Act or under 29 U.S.C. 794 or attend school in the district under a mandatory attendance agreement as provided in § 20-9-707, MCA.~~ one or more of the conditions for participating in offsite instruction pursuant to Section 20-7-118, MCA;

Enrollment for Purposes of Participation in Extracurricular Activities By an Unenrolled Child or Part Time Enrolled Student

The District shall include for ANB purposes a child who during the prior school year:

- a. resided in the District;
- b. was not enrolled in the District or was not enrolled full time; and
- c. completed an extracurricular activity with a duration of at least 6 weeks in accordance with Policy 3510.

Each completed extracurricular activity that, inclusive of practices and post-season tournaments, lasts 6 weeks or longer shall be counted as one-sixteenth enrollment. Each completed extracurricular activity lasting longer than 18 weeks may be counted as one-eighth enrollment. A child may not be counted as more than one full-time enrollment for ANB purposes.

For purposes of calculating ANB under this section, "extracurricular activity" means:

- a. a sport or activity sanctioned by an organization having jurisdiction over interscholastic activities, contests, and tournaments;
- b. an approved career and technical student organization, pursuant to Section 20-7-306, MCA; or
- c. a school theater production.

Homeless Youth and Foster Children

Assignment to schools shall be subject to modification when federal law applicable to students placed in foster care or students who are homeless requires that such students be educated in a “school of origin” that differs from the assigned school.

Cross References:	<u>Policy 3510</u>	<u>School Sponsored Activities</u>
	<u>Policy 2600</u>	<u>Work Based Learning</u>
Legal Reference:	§ 1-1-215, MCA	Residence – rules for determining
	§ 20-9-311, MCA	Calculation of average number belonging (ANB) -- three-year averaging.
	§ 20-9-706, MCA	Running start program – authorizing class credits at postsecondary institution – eligibility – payment for credits
	§ 20-9-707, MCA	Agreement with Montana youth challenge program or accredited Montana job corps program
	29 U.S.C. 794	Nondiscrimination under Federal grants and programs
	34 CFR 300.1, et seq.	Assistance to states for the education of children with disabilities
	<u>Chapter 297</u>	<u>2021 General Legislative Session</u>
	<u>Chapter 269</u>	<u>2021 General Legislative Session</u>
	<u>Chapter 247</u>	<u>2021 General Legislative Session</u>

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 **Culbertson School District**

2
3 **STUDENTS**

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4
5 Students of Legal Age

6
7 Every student eighteen (18) years of age or older like all other students, will comply with the
8 rules established by the District, pursue the prescribed course of study, and submit to the
9 authority of teachers and other staff members as required by policy and state law. The
10 administration is authorized to make exceptions to this policy for students related to reasons that
11 include but are not limited to homelessness, emancipation, or applicable court order.

12
13 Forms

14
15 Adult students who reside with parents or guardians and/or are classified as dependents of
16 parents or guardians for tax purposes must have applicable forms completed by parents or
17 guardians.

18
19 Admission to School

20
21 The residence of an adult student who is not residing with a parent or guardian will be
22 considered the residence for school purposes.

23
24 Field Trips/Athletic Programs

25
26 Approved forms for participation will be required of all students. The form should indicate that
27 the signature is that of the parent.

28
29 Absence/Lateness/Truancy

30
31 Absence notes will be signed by parents or guardians. Excessive absences will result in
32 consequences according to policy 3122P and will be reported on the report card.

33
34 Suspension/Expulsion

35
36 All suspension and/or expulsion proceedings will conform to the requirements of state statutes.
37 Notification of all such proceedings will be sent to parents or guardians.

38
39 Withdrawal From School

40
41 Adult students may withdraw from school under their own cognizance. Counselors will guide
42 and counsel potential dropouts and encourage their continued attendance. Parents will be notified
43 of impending dropouts by the school.

44
45 Permission to Inspect Student Records

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

Report Cards

Progress reports will be sent to the parent or legal guardian.

Excuses From School

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

Financial Responsibility

Adult students can be held financially responsible for damage to school property.

Policy History:

Adopted on:

Reviewed on:

Revised on:

3150

Part-Time Attendance

~~The District will not accept students eligible to enroll in grades K-8 on a part-time basis, unless otherwise required by law, they are disabled. The District will review requests for part-time enrollment of grades 9-12 students for purposes of academic courses on a case-by-case basis, with a building principal making a final preliminary decision pursuant to the criteria set forth in this Policy. Denial of part-time enrollment may be appealed pursuant to policy 1700. The District will consider only those students who are not enrolled in any other school, including a home school.~~

Criteria for accepting students ~~in grades 9-12~~ for part-time enrollment are the following:

1. Accepting a student will not create excess student enrollment in a requested class;
2. Accepting a student will not create need for an additional staff member;
3. Accepting a student will not cause a new section of a course to be created.

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

Participation in District Extracurricular Activities by Unenrolled Children

This policy does not restrict or limit the ability of unenrolled children to seek to participate in extracurricular activities in accordance with Policy 3510. The District may secure ANB for unenrolled children participating in identified extracurricular activities in accordance with Policy 3121.

Cross References:	<u>Policy 3510</u>	<u>School Sponsored Activities</u>
	<u>Policy 3121</u>	<u>Enrollment and Attendance</u>
Legal Reference:	§ 20-9-311(a), MCA	Calculation of average number belonging (ANB) – 3-year averaging
	<u>Chapter 297</u>	<u>2021 General Legislative Session</u>
	<u>Chapter 269</u>	<u>2021 General Legislative Session</u>

Policy History:

Adopted on:
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Sexual Harassment Grievance Procedure - Students

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

Definitions

The following definitions apply for Title IX policies and procedures:

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

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

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

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

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

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

District Requirements

When the District has actual knowledge of sexual harassment in an education program or activity of the District, the District will respond promptly in a manner that is not deliberately indifferent. When the harassment or discrimination on the basis of sex does not meet the definition of sexual harassment, the Title IX Coordinator will direct the individual to the applicable sex

discrimination process, bullying and harassment policy, or public complaint procedure for investigation.

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

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

Timelines

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

Response to a Formal Complaint

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

1 The District must follow the formal complaint process before the imposition of any disciplinary
2 sanctions or other actions that are not supportive measures. However, nothing in this policy
3 precludes the District from removing a Respondent from the District's education program or

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6
7 activity on an emergency basis, provided that the District undertakes an individualized safety and
8 risk analysis, determines that an immediate threat to the physical health or safety of any student
9 or other individual arising from the allegations of sexual harassment justifies removal, and
10 provides the Respondent with notice and an opportunity to challenge the decision immediately
11 following the removal. A period of removal may include the opportunity for the student to
12 continue instruction in an offsite capacity. The District may also place a non-student employee
13 Respondent on administrative leave during the pendency of the grievance process. This
14 provision may not be construed to modify any rights under the Individuals with Disabilities
15 Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities
16 Act.

17
18 Upon receipt of a formal complaint, the District must provide written notice to the known parties
19 including:

- 20
21 1. Notice of the allegations of sexual harassment, including information about the
22 identities of the parties involved in the incident, the conduct allegedly constituting
23 sexual harassment, the date and location of the alleged incident, and any sufficient
24 details known at the time. Such notice must be provided with sufficient time to
25 prepare a response before any initial interview;
26
- 27 2. An explanation of the District's investigation procedures, including any informal
28 resolution process;
29
- 30 3. A statement that the Respondent is presumed not responsible for the alleged
31 conduct and that a determination regarding responsibility will be made by the
32 decision-maker at the conclusion of the investigation;
33
- 34 4. Notice to the parties that they may have an advisor of their choice who may be, but
35 is not required to be, an attorney, and may inspect and review any evidence; and
36
- 37 5. Notice to the parties of any provision in the District's code of conduct or policy that
38 prohibits knowingly making false statements or knowingly submitting false
39 information.
40

41 If, in the course of an investigation, the District decides to investigate allegations about the
42 Complainant or Respondent that are not included in the notice initially provided, notice of the
43 additional allegations must be provided to known parties.
44

45 The District may consolidate formal complaints as to allegations of sexual harassment against
46 more than one Respondent, or by more than one Complainant against one or more Respondents,

1 or by one party against the other party, where the allegations of sexual harassment arise out of
2 the same facts or circumstances.

Investigation of a Formal Complaint

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

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

Dismissal of Formal Complaints

If the conduct alleged in the formal complaint would not constitute sexual harassment even if proved, did not occur in the District’s education program or activity, or did not occur against a

person in the United States, then the District must dismiss the formal complaint with regard to that conduct for purposes of sexual harassment under this policy.

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

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

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

Evidence Review

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

Investigative Report

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

Decision-Maker's Determination

1 The investigative report is submitted to the decision-maker. The decision-maker cannot be the
2 same person(s) as the Title IX Coordinator or the investigator. The decision-maker cannot hold a

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6 hearing or make a determination regarding responsibility until 10 calendar days from the date the
7 Complainant and Respondent receive the investigator's report.

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

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

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

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

1 complaint.

7 The determination regarding responsibility becomes final either on the date that the District
8 provides the parties with the written determination of the result of the appeal, if an appeal is
9 filed, or if an appeal is not filed, the date on which an appeal would no longer be considered
10 timely.

12 Where a determination of responsibility for sexual harassment has been made against the
13 Respondent, the District will provide remedies to the Complainant that are designed to restore or
14 preserve equal access to the District's education program or activity. Such remedies may include
15 supportive measures; however, remedies need not be non-disciplinary or non-punitive and need
16 not avoid burdening the Respondent. The Title IX Coordinator is responsible for effective
17 implementation of any remedies. Following any determination of responsibility, the District may
18 implement disciplinary sanctions in accordance with State or Federal law and or/the negotiated
19 agreement. For students, the sanctions may include disciplinary action, up to and including
20 permanent exclusion.

22 Appeals

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

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

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

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

44 The appeal decision-maker must notify the other party in writing when an appeal is filed and
45 give both parties a reasonable equal opportunity to submit a written statement in support of, or
46 challenging, the outcome. After reviewing the evidence, the appeal decision-maker must issue a

1 written decision describing the result of the appeal and the rationale for the result. The decision
2 must be provided to both parties simultaneously, and generally will be provided within 10
3 calendar days from the date the appeal is filed.

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4 5 6 7 Informal Resolution Process 8

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

- 14
15 1. Provides to the parties a written notice disclosing:
 - 16
17 A. The allegations;
 - 18
19 B. The requirements of the informal resolution process including the circumstances
20 under which it precludes the parties from resuming a formal complaint arising
21 from the same allegations, provided, however, that at any time prior to agreeing to
22 a resolution, any party has the right to withdraw from the informal resolution
23 process and resume the Title IX formal complaint process with respect to the
24 formal complaint; and
 - 25
26 C. Any consequences resulting from participating in the informal resolution process,
27 including the records that will be maintained or could be shared.
- 28
29 2. Obtains the parties' voluntary, written consent to the informal resolution process.
30

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

37 38 Recordkeeping 39

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

- 41
42 1. Each sexual harassment investigation, including any determination regarding
43 responsibility, any disciplinary sanctions imposed on the Respondent, and any remedies
44 provided to the Complainant designed to restore or preserve equal access to the
45 District's education program or activity;
46

1 2. Any appeal and the result therefrom;

2
3 3. Any informal resolution and the result therefrom; and

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4
5
6
7 4. All materials used to train Title IX Coordinators, investigators, decision-makers, and
8 any person who facilitates an informal resolution process. The District must make
9 these training materials publicly available on its website.

10
11 The District must create, and maintain for a period of seven years, records of any actions,
12 including any supportive measures, taken in response to a report or formal complaint of sexual
13 harassment. In each instance, the District must document the basis for its conclusion that its
14 response was not deliberately indifferent, and document that it has taken measures designed to
15 restore or preserve equal access to the District's education program or activity.

16
17 Cross Reference: Policy 3210 Equal Education, Nondiscrimination and Sex Equity
18 Policy 3225 Sexual Harassment
19 Policy 3310 Student Discipline

20
21 Legal References: Art. X, Sec. 1, Montana Constitution – Educational goals and duties
22 Section 49-3-101, et seq., MCA, Montana Human Rights Act
23 Civil Rights Act, Title VI; 42 USC 2000d et seq.
24 Civil Rights Act, Title VII; 42 USC 2000e et seq.
25 Education Amendments of 1972, Title IX; 20 USC 1681 et seq.
26 Section 20-5-201, MCA, Duties and Sanctions
27 Section 20-5-202, MCA, Suspension and Expulsion
28 34 CFR Part 106 Nondiscrimination on the basis of sex in
29 education programs or activities receiving
30 Federal financial assistance
31 10.55.701(1)(f), ARM Board of Trustees
32 10.55.719, ARM Student Protection Procedures
33 10.55.801(1)(a), ARM School Climate

34
35 Policy History:

36 Adopted on:

37 Reviewed on:

38 Revised on:

1 **Culbertson School District**

2
3 **STUDENTS**

3233

4
5 Student Use of Buildings: Equal Access

6
7 Non-curricular groups of students not previously recognized as curricular student organization
8 under Policy 3510 or 3550 may ~~conduct meetings~~ gather on school premises under the following
9 guidelines without restriction on the basis of the religious, political, philosophical, or other
10 content of the meeting. Students wishing to form curricular groups or organizations recognized
11 by the school administration may do so in accordance with policy 3510 or 3550.

12
13 The following guidelines must be met:

- 14
15 1. The meeting is voluntary and student-initiated.
16
17 2. There is no sponsorship of the meeting by the school district, or its agents or employees.
18
19 3. The meeting must occur during non-instructional time on regular school days.
20
21 4. Employees or agents of the school district are present only in a capacity outside of their
22 official duties.
23
24 5. The meeting does not materially and substantially interfere with the orderly conduct of
25 educational activities within the school.
26
27 6. Non-school persons may not direct, conduct, control, or regularly attend activities.
28

29 Although the school assumes no sponsorship of these kinds of meetings, all meetings held on
30 school premises must be scheduled and approved by the principal.

31
32 This policy pertains to student meetings. The school has the authority, through its agent or
33 employees, to maintain order and discipline on school premises and to protect the well-being of
34 students and faculty.

35
36 Cross Reference: Policy 3510 School Sponsored Activities
37 Policy 3222 – Distribution and Posting Materials
38 Policy 4331 – Use of School Property for Posting Notices
39

40 Legal Reference: 20 U.S.C. 4071 Equal Access Act
41 *Board of Education v. Mergens*, 110 S.Ct. 2356 (1990)
42

43 Policy History:

44 Adopted on:

45 Reviewed on:

46 Revised on:

STUDENTS

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Student Discipline

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

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

- Using, possessing, distributing, purchasing, or selling tobacco products, and alternative nicotine and vapor products as defined in 16-11-302, MCA.
- Using, possessing, distributing, purchasing, or selling alcoholic beverages, including powdered alcohol. Students who may be under the influence of alcohol will not be permitted to attend school functions and will be treated as though they had alcohol in their possession.
- Using, possessing, distributing, purchasing, or selling drug paraphernalia, illegal drugs, marijuana, controlled substances, or any substance which is represented to be or looks like a narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcoholic beverage, stimulant, depressant, or intoxicant of any kind, including such substances that contain chemicals which produce the same effect of illegal substances including but not limited to Spice and K2. Students who may be under the influence of such substances will not be permitted to attend school functions and will be treated as though they had drugs in their possession.
- Using, possessing, controlling, or transferring a firearm or other weapon in violation of the ~~“Possession of Weapons other than Firearms”~~ section in Policy 3311.
- Using, possessing, controlling, or transferring any object that reasonably could be considered or used as a weapon as referred to in Policy 3311.
- Disobeying directives from staff members or school officials or disobeying rules and regulations governing student conduct.
- Using violence, force, noise, coercion, threats, intimidation, fear, or other comparable conduct toward anyone or urging other students to engage in such conduct.
- Causing or attempting to cause damage to, or stealing or attempting to steal, school property or another person’s property.
- Engaging in any activity that constitutes an interference with school purposes or an educational function or any other disruptive activity.
- Unexcused absenteeism. Truancy statutes and Board policy will be utilized for chronic and habitual truants.
- Intimidation, harassment, sexual harassment, sexual misconduct, hazing or bullying; or retaliation against any person who alleged misconduct under Policy 3225 or 3226 or participated in an investigation into alleged misconduct under Policy 3225 or 3226.
- Defaces or damages any school building, school grounds, furniture, equipment, or book belonging to the district.

- Forging any signature or making any false entry or attempting to authorize any document used or intended to be used in connection with the operation of a school.
- Engaging in academic misconduct which may include but is not limited to: cheating, unauthorized sharing of exam responses or graded assignment work; plagiarism, accessing websites or electronic resources without authorization to complete assigned coursework, and any other act designed to give unfair academic advantage to the student.

These grounds stated above for disciplinary action apply whenever a student's conduct is reasonably related to school or school activities, including but not limited to the circumstances set forth below:

- On school grounds before, during, or after school hours or at any other time when school is being used by a school group.
- Off school grounds at a school-sponsored activity or event or any activity or event that bears a reasonable relationship to school.
- Travel to and from school or a school activity, function, or event.
- Anywhere conduct may reasonably be considered to be a threat or an attempted intimidation of bullying of a staff member or student, or an interference with school purposes or an educational function.

Disciplinary Measures

Disciplinary measures include but are not limited to:

- Expulsion
- Suspension
- Detention, including Saturday school
- Clean-up duty
- Loss of student privileges
- Loss of bus privileges
- Notification to juvenile authorities and/or police
- Restitution for damages to school property

No District employee or person engaged by the District may inflict or cause to be inflicted corporal punishment on a student. Corporal punishment does not include reasonable force. District personnel are permitted to use as needed to maintain safety for other students, school personnel, or other persons or for the purpose of self-defense.

Non-Disciplinary Measures

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

disciplinary offsite instruction does not preclude the Superintendent or designee from disciplining a student who has, after investigation, been found to have violated a School District policy, rule, or handbook provision.

Delegation of Authority

The Board grants authority to any teacher and to any other school personnel to impose on students under their charge any disciplinary measure, other than suspension or expulsion, corporal punishment, or in-school suspension, that is appropriate and in accordance with policies and rules on student discipline. The Board authorizes teachers to remove students from classrooms for disruptive behavior.

Cross Reference: 3300 Suspension and Expulsion
 3225 Sexual Harassment of Students
 3226 Bullying, Harassment
 5015 Bullying, Harassment

Legal Reference:	§ 16-11-302(1)(7), MCA	Definitions
	§ 20-4-302, MCA	Discipline and punishment of pupils – definition of corporal punishment – penalty – defense
	§ 20-5-202, MCA	Suspension and expulsion
	§ 45-8-361, MCA	Possession or allowing possession of weapon in school building – exceptions – penalties – seizure and forfeiture or return authorized – definitions
	§ 45-5-637, MCA	Possession or consumption of tobacco products, alternative nicotine products, or vapor products by persons under 18 years of age is prohibited – unlawful attempt to purchase - penalties
	29 U.S.C. § 701	Rehabilitation Act of 1973
	Initiative 190 – “Montana Marijuana Regulation and Taxation Act.”	
	January 1, 2021	

Policy History:

Adopted on:

Reviewed on:

Revised on:

STUDENTS

3311

page 1 of 4

Firearms and Other WeaponsFirearms

It is the policy of the School District to comply with the federal Gun Free Schools Act of 1994 and Section 20-5-202 (2), MCA, pertaining to students who bring a firearm to, or possess a firearm at, any setting that is under the control and supervision of the school district.

The District does not allow students to possess firearms on District property or at any setting that is under the control and supervision of the District. In accordance with Section 20-5-202 (3), MCA, a teacher, superintendent, or a principal shall suspend immediately for good cause a student who is determined to have brought a firearm to, or possess a firearm at, any setting that is under the control and supervision of the District. The Policy does not govern conduct in a student's home, a locked vehicle, a parking lot, or a commercial business when the student is participating in an online, remote, or distance-learning setting. In accordance with Montana law, a student who is determined to have brought a firearm to, or possess a firearm at, any setting that is under the control and supervision of the school district must be expelled from school for a period of not less than 1 year.

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

CHOOSE ONE OF THE FOLLOWING OPTIONS:

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

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

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

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

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

Before expelling a student under this Policy, the Board shall hold a due process hearing that includes presentation of a summary of the information leading to the allegations and an opportunity for the student to respond to the allegations. The student may not be expelled unless the trustees find that the student knowingly, as defined in Section 1-1-204, MCA, brought a firearm to school or possessed a firearm at school.

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

The provisions of this Policy do not require the Board to expel a student who has brought a firearm to school or possesses a firearm at school if the firearm is secured in a locked container approved by the school district or in a locked motor vehicle the entire time the firearm is at school, except while the firearm is in use for a school-sanctioned instructional activity.

Possession of Weapons other than Firearms

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

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

Definitions, Exceptions and Referral to Law Enforcement

The District may refer to law enforcement for immediate prosecution any student who possesses, carries, or stores a weapon in a school building as specified in Section 45-8-361, MCA. In addition the District will refer for possible prosecution a parent or guardian of any minor violating this policy on grounds of allowing a minor to possess, carry, or store a weapon in a school building. For the purposes of this section of the policy, "school property" means within school buildings, in vehicles used for school purposes, or on owned or leased school land or grounds. "Building" specifically means a combination of any materials, whether mobile, portable, or fixed, to form a structure and the related facilities for the use or occupancy by persons or property owned or leased by a local school district that are used for instruction or for student activities as specified in Section 50-60-101(2), MCA and Section 45-8-361, MCA. The term is construed as though followed by the words "or part or parts of a building" and is considered to include all stadiums, bleachers, and other similar outdoor facilities, whether temporary or permanently fixed.

The Board of Trustees may grant persons and entities advance permission to possess, carry, or store a weapon in a school building. All persons who wish to possess, carry, or store a weapon in a school building must request permission of the Board at a regular meeting. The Board has sole discretion in deciding whether to allow a person to possess, carry, or store a weapon in a school building.

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

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

Note may be deleted from final adopted policy: Section (g) of the ESSA Section 4141 – Gun Free Requirements, carves out a very significant exception to the Gun Free Schools Act in that it allows a student to have "a firearm that is lawfully stored inside a locked vehicle on school property. . ." Montana law (20-5-202, MCA), on the other hand, does not provide for any exception to the expulsion requirement if a student has a firearm that is lawfully stored inside a locked vehicle on school property. The only reference to federal law in 20-5-202(2), MCA is the federal definition of a firearm. As you well know 20-5-202(2), MCA provides that:

(2) The trustees of a district shall adopt a policy for the expulsion of a student who is determined to have brought a firearm, as defined in 18 U.S.C. 921, to school and for referring the matter to the appropriate local law enforcement agency. A student who is determined to have brought a firearm to school under this subsection must be expelled from school for a period of not less than 1 year, except that the trustees may authorize the school administration to modify the requirement for expulsion of a student on a case-by-case basis.

So, Montana schools are required, by state law, to expel a student from school for a period of not less than 1 year if it is determined that the student brought a firearm to school, subject to the case-by-case exception noted in the statute. Based upon the exception noted in federal law and in circumstances where a student is found to have a firearm on school property in a locked

vehicle, Montana schools should be citing state law (20-5-202, MCA) and district policy to support any recommendation for expulsion.

There is one significant inconsistency between the Federal Gun Free Schools Act and Montana is that under federal law it provides that "State law **shall** allow the chief administering officer of a local educational agency to modify such expulsion requirement for a student on a case-by-case basis if such modification is in writing," whereas 20-5-202(2), MCA, provides that the trustees **may** authorize the school administration to modify the requirement for expulsion of a student on a case-by-case basis.

Cross Reference:	3310	Student Discipline
	4332	Conduct of School Property
	5332	Personal Conduct

Legal Reference:	§ 20-5-202, MCA	Suspension and expulsion
	§ 45-8-361, MCA	Possession or allowing possession of a weapon in a school building
	20 U.S.C. § 7151, et seq.	Gun Free Schools Act of 1994
	18 U.S.C. § 921	Definitions
	ESSA, Section 4141	Gun Free Requirements

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 **Culbertson School District**

2
3 **STUDENTS**

3413

4
5 Student Immunization

6
7 The Board requires all students to present evidence of their having been immunized against the
8 following diseases: varicella, diphtheria, pertussis (whooping cough), poliomyelitis, measles
9 (rubeola), mumps, rubella, and tetanus in the manner and with immunizing agents approved by
10 the department. Haemophilus influenza type "b" immunization is required for students under
11 age five (5). Upon initial enrollment, an immunization status form shall be completed by the
12 student's parent or guardian. The certificate shall be made a part of the student's permanent
13 record.

14
15 A student who transfers into the District may photocopy immunization records in the possession
16 of the school of origin. The District will accept the photocopy as evidence of immunization.
17 Within thirty (30) days after a transferring student ceases attendance at the school of origin, the
18 school shall retain a certified copy for the permanent record and send the original immunization
19 records for the student to the school district to which the student transfers.

20
21 Exemptions from one or more vaccines shall be granted for medical reasons upon certification by
22 a ~~physician~~ licensed or certified health care provider in a manner provided by Section 20-5-405,
23 ~~MCA, indicating the specific nature and probable duration of the medical condition for not~~
24 ~~administering the vaccine(s).~~ Exemptions for religious reasons must be filed ~~annually in a~~
25 ~~manner provided by Section 20-5-404, MCA.~~ The statement for an exemption shall be
26 maintained as part of the student's immunization record in accordance with FERPA as specified
27 in Policy 3600P.

28
29 All students who are enrolled under an exemption and have a disease listed in this Policy, have
30 been exposed to a disease listed in this Policy, or may be exposed to a disease listed in this
31 Policy while attending school may be excluded from the school by the local health officer or the
32 DPHHS until the excluding authority is satisfied that the student no longer risks contracting or
33 transmitting that disease. The permanent file of students with exemptions shall be marked for
34 easy identification, should the Department of Public Health and Human Services order that
35 exempted students be excluded from school temporarily when the risk of contracting or
36 transmitting a disease exists. Exclusion shall not exceed thirty (30) calendar days.

37
38 The administrator may allow the commencement of attendance in school by a student who has
39 not been immunized against each disease listed in Section 20-5-403, MCA, if that student has
40 received one or more doses of varicella, polio, measles (rubeola), mumps, rubella, diphtheria,
41 pertussis, and tetanus vaccine, except that Haemophilus influenza type "b" vaccine is required
42 only for children under 5 years of age.

43
44 The District shall exclude a student for noncompliance with the immunization laws and properly
45 notify the parent or guardian. The local health department may seek an injunction requiring the
46 parent to submit an immunization status form, take action to fully immunize the student, or file
47 an exemption for personal or medical reasons.

This policy does not apply to or govern vaccinations against COVID-19. The Board does not require immunization against COVID-19 in order to enroll in the District in accordance with Montana law. District officials shall not inquire about the COVID-19 vaccination status of students, employees, or visitors. District officials shall not make decisions regarding access to District services for students, employees, or visitors based upon an individual's COVID-19 vaccination status. Students enrolled in dual credit courses in accordance with District policies may be subject to distinct immunization requirements of the applicable post-secondary institution.

Legal Reference:	§ 20-3-324(20), MCA	Powers and duties
	§ 20-5-402 - 426, MCA	Health
	§ 20-5-403, MCA	Immunization required – release and acceptance of immunization records
	§ 20-5-405, MCA	Exemptions
	Chapter 418	2021 General Legislative Session

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 **Culbertson School District**

2
3 **STUDENTS**

3416

4
5 Administering Medication to Students

6
7 “Medication” means prescribed drugs and medical devices that are controlled by the U.S. Food
8 and Drug Administration and are ordered by a healthcare provider. It includes over-the-counter
9 medications prescribed through a standing order by the school physician or prescribed by the
10 student’s healthcare provider.

11
12 Except in an emergency situation, only a qualified healthcare professional may administer a drug
13 or a prescription drug to a student under this policy. Diagnosis and treatment of illness and the
14 prescribing of drugs are never the responsibility of a school employee and should not be
15 practiced by any school personnel.

16
17 Administering Medication

18
19 The Board shall permit administration of medication to students in schools in its jurisdiction. A
20 school nurse or other employee who has successfully completed specific training in
21 administration of medication, pursuant to written authorization of a physician or dentist and that
22 of a parent, an individual who has executed a caretaker relative educational authorization
23 affidavit, or guardian, may administer medication to any student in the school or may delegate
24 this task pursuant to Montana law.

25
26 Emergency Administration of Medication

27
28 In the event of an emergency, a school nurse or trained staff member, exempt from the nursing
29 license requirement under § 37-8-103(1)(c), MCA, may administer emergency medication to any
30 student in need thereof on school grounds, in a school building, at a school function, or on a
31 school bus according to a standing order of an authorized physician or a student’s private
32 physician. In the event that emergency medication is administered to a student, the school nurse
33 or staff member shall call emergency responders and notify the student’s parents/guardians.

34
35 ~~In case of an anaphylactic reaction or risk of such reaction, a school nurse or delegate may~~
36 ~~administer emergency oral or injectable medication to any student in need thereof on school~~
37 ~~grounds, in a school building, or at a school function, according to the order of the students~~
38 ~~health care provider as written in the students health care plan.~~

39
40 ~~In the absence of a school nurse, an administrator or designated staff member exempt from the~~
41 ~~nurse license requirement under § 37-8-103(1)(c), MCA, who has completed training in~~
42 ~~administration of medication, may give emergency medication to students orally or by injection.~~

43
44 ~~The Board requires that there must be on record a medically diagnosed allergic condition that~~
45 ~~would require prompt treatment to protect a student from serious harm or death.~~
46

1 A building administrator or school nurse shall enter any medication to be administered in an
2 emergency on an individual student medication record and retain the documentation. ~~shall file it~~
3 ~~in a student's cumulative health folder.~~

4 5 Assisting Students with Self-Administration of Medication

6
7 A building principal or other school administrator may authorize, in writing, any school
8 employee:

9
10 To assist in self-administration of any drug that may lawfully be sold over the counter
11 without a prescription to a student in compliance with the written instructions and with
12 the written consent of a student's parent or guardian; and

13
14 To assist in self-administration of a prescription drug to a student in compliance with
15 written instructions or standing order of an authorized physician or a student's private
16 physician and with the written consent of a student's parent or guardian.

17
18
19 ~~A building principal or school administrator may school employee~~ authorized, in writing, any
20 ~~employee to assist students with self-administration of medications, may only rely on the~~
21 ~~following techniques: provided that only the following may be employed:~~

- 22
- 23 • Making oral suggestions, prompting, reminding, gesturing, or providing a written guide
 - 24 for self-administering medications;
 - 25 • Handing to a student a prefilled, labeled medication holder or a labeled unit dose
 - 26 container, syringe, or original marked and labeled container from a pharmacy;
 - 27 • Opening the lid of a container for a student;
 - 28 • Guiding the hand of a student to self-administer a medication;
 - 29 • Holding and assisting a student in drinking fluid to assist in the swallowing of oral
 - 30 medications; and
 - 31 • Assisting with removal of a medication from a container for a student with a physical
 - 32 disability that prevents independence in the act.
 - 33 • Other guidance or restrictions previously provided in writing to the school by a student's
 - 34 parent, an individual who has executed a caretaker relative educational authorization
 - 35 affidavit, or guardian is on file.
- 36

37 ~~K-5 students who require medication must self-administer in the presence of the designated~~
38 ~~school staff. High School Students and middle school students may carry and self-administer a~~
39 ~~one-day supply of medication. Students found in violation of this medication policy may receive~~
40 ~~disciplinary consequences.~~

41 42 Self-Administration or Possession of Asthma, Severe Allergy, or Anaphylaxis Medication

43
44 Students with allergies or asthma may be authorized by the building principal or Superintendent,
45 in consultation with medical personnel, to possess and self-administer emergency medication
46 during the school day, during field trips, school-sponsored events, or while on a school bus. The

1 student shall be authorized to possess and self-administer medication if the following conditions
2 have been met:

- 3
- 4 • A written and signed authorization from the parents, an individual who has executed a
5 caretaker relative educational authorization affidavit, or guardians for self-administration
6 of medication, acknowledging that the District or its employees are not liable for injury
7 that results from the student self-administering the medication.
- 8 • The student shall have the prior written approval of his/her primary healthcare provider.
9 The written notice from the student's primary care provider shall specify the name and
10 purpose of the medication, the prescribed dosage, frequency with which it may be
11 administered, and the circumstances that may warrant its use.
- 12 • Documentation that the student has demonstrated to the healthcare practitioner and the
13 school nurse, if available, the skill level necessary to use and administer the medication.
- 14 • Documentation of a doctor-formulated written treatment plan for managing asthma,
15 severe allergies, or anaphylaxis episodes of the student and for medication use by the
16 student during school hours.
- 17

18 Authorization granted to a student to possess and self-administer medication shall be valid for
19 the current school year only and shall be renewed annually. A student's authorization to possess
20 and self-administer medication may be limited or revoked by the building principal or other
21 administrative personnel.

22

23 If provided by the parent, an individual who has executed a caretaker relative educational
24 authorization affidavit, or guardian, and in accordance with documentation provided by the
25 student's doctor, backup medication shall be kept at a student's school in a predetermined
26 location or locations to which the student has access in the event of an asthma, severe allergy, or
27 anaphylaxis emergency.

28

29 Immediately after using epinephrine during school hours, a student shall report to the school
30 nurse or other adult at the school who shall provide follow up care, including making a call to
31 emergency responders.

32 Self-Administration of Other Medication

34

35 The District shall permit students who are able to self-administer specific medication to do so
36 provided that all of the following have occurred:

- 37
- 38 • A physician, dentist, or other licensed health care provider provides a written order for
39 self-administration of said medication;
- 40 • Written authorization for self-administration of medication from a student's parent, an
41 individual who has executed a caretaker relative educational authorization affidavit, or
42 guardian is on file; and
- 43 • A principal and appropriate teachers are informed that a student is self-administering
44 prescribed medication.
- 45 • ~~The medication is part of the annually updated health care plan or there are pre-arranged~~
46 ~~and administrative approved circumstances for short-term medication administration.~~

- ~~High school and middle school (6-12) students may not need a health care plan but students must be able to verify parental or guardian permission for taking over the counter medication and verify medical permission for prescription medication at school.~~

Administration of Glucagons

School employees may voluntarily agree to administer glucagons to a student pursuant to § 20-5-412, MCA, only under the following conditions: (1) the employee may administer glucagon to a diabetic student only in an emergency situation; (2) the employee has filed the necessary designation and acceptance documentation with the District, as required by § 20-5-412(2), MCA, and (3) the employee has filed the necessary written documentation of training with the District, as required by § 20-5-412(4), MCA. Designation of staff is to be made by a parent, and individual who has executed a caretaker relative authorization affidavit, or guardian of a diabetic student, and school employees are under no obligation to agree to designation. Glucagon is to be provided by the parent or guardian. All documentation shall be kept on file.

Handling and Storage of Medications

The Board requires that all medications, including those approved for keeping by students for self-medication, be first delivered by a parent, an individual who has executed a caretaker relative educational authorization affidavit, or other responsible adult to a nurse or employee assisting with self-administration of medication. A nurse or assistant:

- Shall examine any new medication to ensure it is properly labeled with dates, name of student, medication name, dosage, and physician's name;
- Shall develop a medication administration plan, if administration is necessary for a student, before any medication is given by school personnel;
- Shall record on the student's individual medication record the date a medication is delivered and the amount of medication received;
- Shall store medication requiring refrigeration at 36° to 46° F;
- Shall store prescribed medicinal preparations in a securely locked storage compartment; and
- Shall store controlled substances in a separate compartment, secured and locked at all times.
- All non-emergency medication shall be kept in a locked, nonportable container, stored in its original container with the original prescription label. Epinephrine, naloxone, and student emergency medication may be kept in portable containers and transported by the school nurse or other authorized school personnel.
- Food is not allowed to be stored in refrigeration unit with medications.
- Shall notify the building administrator, school district nurse, and parent or guardian of any medication error and document it on the medication administration record.

The District shall permit only a forty-five-(45)-school-day supply of a medication for a student to be stored at a school; and all medications, prescription and nonprescription, shall be stored in their original containers.

The District shall limit access to all stored medication to those persons authorized to administer medications or to assist in the self-administration of medications. The District requires every school to maintain a current list of those persons authorized by delegation from a licensed nurse to administer medications. ~~The District shall also maintain a list of those staff who have been trained and authorized to supervise students to self-administer their medication.~~

The District may maintain a stock supply of auto-injectable epinephrine to be administered by a school nurse or other authorized personnel to any student or nonstudent as needed for actual or perceived anaphylaxis. If the district intends to obtain an order for emergency use of epinephrine in a school setting or at related activities, the district shall adhere to the requirements stated in law.

The District may maintain a stock supply of an opioid antagonist to be administered by a school nurse or other authorized personnel to any student or nonstudent as needed for an actual or perceived opioid overdose. A school that intends to obtain an order for emergency use of an opioid antagonist in a school setting or at related activities shall adhere to the requirements in law.

Disposal of Medication, Medical Equipment, Personal Protective Equipment

The District requires school personnel either to return to a parent, an individual who has executed a caretaker relative educational authorization affidavit, or guardian or, with permission of the parent, an individual who has executed a caretaker relative educational authorization affidavit, or guardian, to destroy any unused, discontinued, or obsolete medication. A school nurse, in the presence of a witness, shall destroy any medicine not repossessed by a parent or guardian within a seven-(7)-day period of notification by school authorities.

Medical sharps shall be disposed of in an approved sharps container. Building administrators should contact the school nurse or designated employee when such a container is needed. Sharps containers are to be kept in a secure location in the school building. Disposal of sharps container, medical equipment, and personal protective equipment is the responsibility of the school nurse or designated employee in accordance with the Montana Infectious Waste Management Act and the manufacture guidelines specific to the container or equipment.

Legal Reference:	§ 20-5-412, MCA	Definition – parent-designated adult administration of glucagons – training
	§ 20-5-420, MCA	Self-administration or possession of asthma, severe allergy, or anaphylaxis medication
	§ 20-5-421, MCA	Emergency use of epinephrine in school setting
	§ 37-8-103(1)(c), MCA	Exemptions – limitations on authority
	ARM 24.159.1601, et seq	Delegation of Nurse Duties
	§ 20-5-426, MCA	Emergency use of an opioid antagonist in school setting – limit on liability
	<u>§ 75-10-1001, et seq</u>	<u>Infectious Waste Management Act</u>

1	<u>37.111.812, ARM</u>	<u>Safety Requirements</u>
2	<u>10.55.701(s), ARM</u>	<u>Board of Trustees</u>
3		
4		
5	<u>Policy History:</u>	
6	Adopted on:	
7	Reviewed on:	
8	Revised on:	

5 Communicable Diseases

6 *Note: For purposes of this policy, the term “communicable disease” refers to the diseases*
7 *identified in 37.114.203, ARM, Reportable Diseases, with the exception of common colds and flu.*

9 In all proceedings related to this policy, the District shall respect a student’s right to privacy. All
10 applicable district policies and handbook provision governing confidentiality of student medical
11 information remain in full effect.

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

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

27 The Board recognizes that communicable diseases that may afflict students range from common
28 childhood diseases, acute and short-term in nature, to chronic, life-threatening diseases such as
29 human immunodeficiency virus (HIV) infection. The District shall rely on advice of the public
30 health and medical communities in assessing the risk of transmission of various communicable
31 diseases to determine how best to protect the health of both students and staff.

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

- 38 (a) isolate the student immediately from other students or staff; and
39 (b) inform the parent or guardian as soon as possible about the illness and request him or
40 her to pick up the student.; and
41 (c) consult with a physician, other qualified medical professional, or the local county
42 health authority to determine if report the case should be reported to the local health
43 officer.

45 Students who express feelings of illness at school may be referred to a school nurse or other
46 responsible person designated by the Board and may be sent home as soon as a parent or person

designated on a student's emergency medical authorization form has been notified. The District may temporarily exclude from onsite school attendance a student who exhibits symptoms of a communicable disease that is readily transmitted in a school setting. Offsite instruction will be provided during the period of absence in accordance with Policy 2050. The District reserves the right to require a statement from a student's primary care provider authorizing a student's return to onsite instruction.

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

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

The District may notify parents of other children attending a school that their children have been exposed to a communicable disease without identifying the particular student who has the disease.

Healthy Hand Hygiene Behavior

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

- (a) Arrival to the facility and after breaks
- (b) Before and after preparing, eating, or handling food or drinks
- (c) Before and after administering medication or screening temperature
- (d) After coming in contact with bodily fluid
- (e) After recess
- (f) After handling garbage
- (g) After assisting students with handwashing
- (h) After use of the restroom

Hand hygiene includes but is not limited to washing hands with soap and water for at least 20 seconds. If hands are not visibly dirty, alcohol-based hand sanitizers with at least 60% alcohol can be used if soap and water are not readily available.

Staff members shall supervise children when they use hand sanitizer and soap to prevent ingestion. Staff members shall place grade level appropriate posters describing handwashing steps near sinks.

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Legal Reference: 37.114.101, et seq., ARM Communicable Disease Control
37.111.825, ARM Health Supervision and Maintenance

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 **Culbertson School District**

2
3 **STUDENTS**

3550
page 1 of 3

4
5 Student Clubs

6
7 The Board recognizes that student clubs are a helpful resource for schools and supports their
8 formation. Student clubs must complete an application process. The Superintendent or designee
9 is delegated the authority to approve or deny club applications.

10
11 Curricular Student Clubs

12
13 The Board of Trustees authorize the administration to approve and recognize curricular student
14 clubs or organizations in a manner consistent with this policy and administrative procedure.
15 Curricular Student clubs are those approved student clubs that directly relate to the body of
16 courses offered by the school. Curricular student clubs that are recognized by the District are
17 permitted to use District facilities, use the District's name, a District school's name, or a District
18 school's team name or any logo attributable to the District, and raise and deposit funds with the
19 District.

20
21 In order for the administration to approve and recognize a curricular student club the group must
22 submit an application to the building administrator containing the following:

- 23
24 1. The organization's name and purpose.
25
26 2. The portion of the curriculum that forms the basis of the club. The portion of the
27 curriculum that forms the basis of the club or the course offered at the school enhanced
28 by the club's functions. This step is required for consideration as a curricular club.
29 Applications that do not satisfy this step may be permitted to meet at the school as a non-
30 curricular student group.
31
32 3. The staff employee designated to serve as the group's advisor.
33
34 4. The rules and procedures under which it operates.
35
36 5. A statement that the membership will adhere to applicable Board policies and
37 administrative procedures.
38

39 The administration will report to the Board when new curricular student clubs have been
40 approved and recognized.

41
42 Upon approval of a new curricular student club, the administration will notify the District clerk
43 so the group may have any funds raised for its operations so designated in accordance with the
44 District's financial practices.
45
46

Approved curricular student clubs will appear in the student handbook and other appropriate district publications. Advisors of new student clubs may be eligible for a stipend in accordance with applicable collective bargaining agreement provisions and available district resources. Approved curricular student clubs may also have limited access as designated by the administration to distribute messages through official communications of the district (e.g. intercom announcements, district newsletters, group emails, etc.).

Non-Curricular Student Groups

Student-led and initiated groups of similar interests that do not meet the requirements to be an approved curricular student club as outlined in this policy shall be designated as noncurricular student groups. Noncurricular student groups include any student group that does not directly relate to the body of courses offered by the District but has a regular meeting schedule and established operational structure. District employees that are present at meetings in a supervisory capacity are not eligible for a stipend. Student meetings must be supervised by an adult. Employees or agents of the District that are present at student group meetings must only serve in a supervisory capacity.

The District approves a limited open forum, within the meaning of that term as defined U.S. Code § 4071, for non-curricular student groups to meet on school premises during non-instructional time. Noncurricular student groups wishing to conduct a meeting within this limited forum are subject to the following fair opportunity criteria, which shall be uniformly administered consistent with 20 U.S. Code § 4071:

1. All such meetings must be voluntary and student-initiated;
2. There shall be no sponsorship of the meeting by the District or its agents or employees;
3. Employees or agents of the District that are present at religious meetings must be only in a nonparticipatory capacity;
4. All meetings must not materially and substantially interfere with the orderly conduct of educational activities within the District; and
5. Nonschool persons may not direct, conduct, control, or regularly attend activities of the non-curricular student groups.

Meeting is defined as a gathering of a group of students for the purposes of discussing group beliefs or engaging in group operations. An event that does not meet this definition will be required to comply with the Community Use of District Facilities Policy and Procedure.

Fundraising

Noncurricular student groups may post notice of gatherings in accordance with Policy 3222. Noncurricular student groups may be authorized by the [Board or administration] to have the name of the school to appear as part of their group's name. A logo attributable to the school or District, the District's name, or the school's team name or mascot may not be used by a

noncurricular group. The permission to post notice of gatherings or use the school name does not constitute sponsorship of the group by the District.

Informal Gatherings

Students are permitted to informally gather at the school in accordance with Policy 3233.

Informal gatherings of students are not permitted to use the District's name, a District school's name, or a District school's team name or mascot, or any logo attributable to the District, and raise and deposit funds with the District. Informal student gatherings may not post notices or other materials in accordance with Policy 3222 but may request to post items in accordance with Policy 4331.

Financial Operations

All funds raised by recognized curricular student clubs are subject to applicable District policies regarding financial management. All funds raised by recognized curricular student clubs that are donated to the District become public funds when placed in a District account. All public funds must be monitored in accordance with state law. Deposits must be reviewed to ensure compliance with equity rules, amateur rules and appropriateness under district policy.

Funds spent by the 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.

The administration is authorized to develop procedures to implement this policy.

Cross Reference: 2332 – Religion and Religious Activities
 3210 - Equal Education and Nondiscrimination
 3222 – Distribution and Posting Materials
 3233- Student Use of Buildings - Equal Access
 4331 – Use of School Property for Posting Notices

Legal Reference: 20 U.S. Code § 4071 - Denial of equal access prohibited
 Section 20-5-203, MCA – Secret Organization Prohibited

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 **Culbertson School District**

2
3 **STUDENTS**

3510

4
5 School-Sponsored Student Activities

6
7 1. Student Organizations:

- 8
9 a. All curricular student clubs or organizations must be approved by the
10 administration. Secret or clandestine organizations or groups will not be
11 permitted.
12 b. Bylaws and rules of curricular student clubs or organizations must not be contrary
13 to Board policy or to administrative rules and regulations.
14 c. Procedures in curricular student clubs or organizations must follow generally
15 accepted democratic practices in the acceptance of members and nomination and
16 election of officers.
17 d. Student led and initiated non-curricular student groups may meet at school in
18 accordance with District Policy without the sponsorship of the School District.
19

20 2. Social Events

- 21
22 a. Social events must have prior approval of the administration.
23 b. Social events must be held in school facilities unless approved by the Board.
24 c. Social events must be chaperoned at all times.
25 d. Attendance at high school social events and dances shall be limited to high school
26 students, and middle school social events shall be limited to middle school
27 students, unless prior permission is received from the principal.
28

29 3. Extracurricular Activities

- 30
31 a. Academic and behavior eligibility rules are established by MHSA rules and
32 District policy.
33 b. Any student convicted of a criminal offense may, at the discretion of school
34 officials, become ineligible for such a period of time as the school officials may
35 decide.
36 c. In establishing an interscholastic program, the Board directs the administration to:
37 i. Open all sports to all students enrolled in the District, with an equal
38 opportunity for participation.
39 ii. Open all sports to residents of the school district and who is at least 5
40 years of age and not more than 19 on or before September 10 of the year
41 in which participation in extracurricular activities is sought by such child
42 in accordance with the provisions of this policy.
43 iii. Recommend sports activities based on interest inventories completed by
44 the students.
45
46

4. Participation in District Extracurricular Activities by Unenrolled Children

- a. Any child identified in Section 3.c.ii of this policy who is attending a nonpublic or home school meeting the requirements of section 20-5-109:
- i. Is eligible to seek to participate in any extracurricular activity of the District that is offered to pupils of the district who are of the same age.
 - ii. Is subject to the same standards for participation as those required of full-time pupils enrolled in the school and the same rules of any interscholastic organization of which the school of participation is a member as specified in Section 3.a. and 3.b. of this policy and any related student or activity handbook provisions.
 - iii. Will be assessed for purposes of placement, team formation and cuts using the same criteria as used for full-time pupils enrolled in the District.
- b. In cases where there is more than one school serving the same age group within District boundaries, a child under Section 4 of this policy shall be subject to the same school zone rules applicable to full-time pupils of the District. Participation for one school for one sport and another school for another sport is prohibited.
- c. The academic eligibility for extracurricular participation for a student attending a nonpublic school as specified under Section 4.a.ii of this policy shall be attested by the head administrator of the nonpublic school. No further verification shall be required.
- d. The academic eligibility for extracurricular participation for a student attending a home school as specified under Section 4.a.ii shall be attested in writing by the educator providing the student instruction with verification by the school principal for the school of participation. The verification may not include any form of student assessment.
- e. Students participating in extracurricular activities under Section 4 of this policy may be considered part-time enrollees for purposes of ANB in accordance with Policy 3150, 3121, and 3121P.

5. Designation of Athletic Teams

Unless otherwise prohibited by Policy 3210 or federal law, District sponsored athletic teams or sports designated for females, women, or girls may not be open to students who are biologically of the male sex. District sponsored athletic teams or events may be designated as one of the following based on biological sex in accordance with applicable MHSA rules, this Policy, federal law, Policy 3210, or the provisions of Section 6 of Chapter 405 (2021):

- a. males, men, or boys;
- b. females, women, or girls; or
- c. coed or mixed.

This section of this Policy is void 21 days after the date the United States Secretary of Education files a written report with the proper committees of the United States House of Representatives

and the United States Senate as required by 34 CFR 100.8(c) due to the enforcement of Chapter 405 (2021).

Cross Reference: Policy 3150 Part Time Attendance
 Policy 3121-3121P Enrollment and Attendance
 Policy 3233 Student use of Buildings-Equal Access
 Policy 3550 Student Clubs
 Policy 2332 Religion and Religious Activities
 Policy 3222 Distribution and Posting Materials
 Policy 3233- Student Use of Buildings - Equal Access
 Policy 4331 Use of School Property for Posting Notices

Legal Reference: Chapter 297 2021 General Legislative Session
 Chapter 269 2021 General Legislative Session
 Chapter 405 2021 General Legislative Session
 34 CFR 100.8(c) Procedure for Effecting Compliance
 Bostock v. Clayton County Georgia, 140 S.Ct. 1731 (2020)

Policy History:

Adopted on:

Reviewed on:

Revised on:

CULBERTSON SCHOOL DISTRICT STUDENT CLUB APPLICATION – POLICY 3550F

___ This application is for a new club ___ This application is to renew an existing club

This application is to request approval of a student club at _____ Public Schools. The application must be fully completed for the application to be considered. Incomplete or incorrectly prepared applications will not be considered. All applications will be considered in accordance with District Policy 3550 and District guidelines. Copies of the policy and guidelines can be obtained at: _____. Approved clubs that violate District Policy, Montana law or federal law are subject to suspension or termination.

Step 1. General Club Information and Bylaws, Charter, or Statement of Purpose

Proposed Club Name: _____

Proposed Club Supervisor Name: _____

Faculty supervisors do not sponsor or participate in non-curricular clubs; however, an adult supervisor must be present.

Step 2. Club's bylaws, charter, or statement of purpose.

Please attach any documents outlining the rules and procedures under which the club will operate. These documents may include but are not limited to bylaws, membership expectations, or a national charter. If the documents are not yet available, drafts may be attached, or a detailed statement of purpose can be provided until documents are available.

Step 3. Basis for Curriculum Related Status (For consideration as a curricular club. Groups that do not satisfy this step may be permitted to operate as a non-curricular student group.)

To be approved as a curricular club, the club must be based upon an aspect of the school's curriculum or the functions of the club must enhance a course offered at the school. Please attach a description of why the proposed club should be designated as a curricular club providing specific facts supporting such status.

Step 4. Time, frequency, location, and notice of anticipated club meetings and functions

Please attach a statement of the proposed use of school facilities, including at the specific areas or facilities of the school for which use is requested and the proposed nature of the use of those facilities. Attach or describe any examples of materials which the club plans to use to tell students about the club's existence or to invite students to join.

Step 5. Submission and Acknowledgement

By signing this application form the students and advisor acknowledge that the club's members and operations will adhere to applicable Board policies and administrative procedures governing curricular clubs.

Requesting Student

Date

Proposed Supervisor

Date

FOR SCHOOL DISTRICT USE ONLY

Application Received By: _____

Date: _____

Approved as Curricular Club By: _____

Date: _____

Operating as Non-Curricular Student Group By: _____

Date: _____

NOTES:

The administration will retain all records related to this application. The administration will report to the requesting students, advisor, and Board of Trustees when new curricular student clubs have been approved.

Culbertson School District

COMMUNITY RELATIONS

4211

District and School Name, Logo, Imagery and Colors

Use of the District's name, a District school's name, or a District school's team name or mascot or any logo or imagery attributable to the District by any group, individual, business, entity, or organization may occur only after securing the Board's written approval as documented during a duly constituted Board meeting. Unauthorized use of the District school's team name, mascot, logo, or imagery is strictly prohibited. The District reserves the right to seek all available legal remedies for unauthorized use of the District school's name, logo, mascot, or imagery.

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 **Culbertson School District**

2
3 **COMMUNITY RELATIONS**

4315

4
5 Visitor and Spectator Conduct

6
7 Any person, including an adult, who behaves in an unsportsmanlike or inappropriate manner
8 during a visit to the school or a school event may be ejected from the event and/or denied
9 permission to access school buildings or property or school events as determined by the Board of
10 Trustees. Examples of unsportsmanlike or inappropriate conduct include but are not limited to:

- 11
12 • Using vulgar or obscene language or gestures;
13 • Possessing or being under the influence of any alcoholic beverage;
14 • Possessing or consuming any illegal substance or marijuana;
15 • Possessing a weapon or firearm in violation of Policy 4332;
16 • Fighting or otherwise striking or threatening another person;
17 • Failing to obey instructions of a security officer or District employee; and
18 • Engaging in any illegal or disruptive activity.
19 • Other violations of District Policy.

20
21 The Superintendent is authorized to temporarily restrict access to school buildings or property
22 and recommend to the Board of Trustees denial of future admission to any person by delivering
23 or mailing a notice by certified mail with return receipt requested, containing:

- 24
25 1. Date, time, and place of a Board hearing;
26 2. Description of the unsportsmanlike conduct; and
27 3. Proposed time period admission to school buildings or property or school events will be
28 denied.

29
30 Cross Reference: 4301 Visitors to School
31 4332 Conduct on School Property

32
33 Legal Reference: § 20-1-206, MCA Disturbance of school – penalty
34 § 20-4-303, MCA Abuse of teachers
35 § 45-8-101, MCA Disorderly conduct
36 § 45-8-351, MCA Restriction on Local Government Regulation of
37 Firearms
38 Article X, section 8 Montana Constitution
39 Initiative 190 – “Montana Marijuana Regulation and Taxation Act.”
40 January 1, 2021

41
42 Policy History

43 Adopted on:

44 Reviewed on:

45 Revised on:

5 Use of School Property for Posting Notices

7 Non-school-related organizations or individuals that are not associated with student curricular clubs
8 or student non-curricular groups may request permission of the building principal to display posters
9 in the area reserved for community posters or to have flyers distributed to students. The building
10 principal shall only authorize distribution or posting of information that is determined to have a direct
11 benefit or relationship to students enrolled in the school and meets the standards of this policy.

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

- 17 A. Disrupt the educational process;
18
19 B. Violate the rights of others;
20
21 C. Invade the privacy of others;
22
23 D. Infringe on a copyright;
24
25 E. Violate District policy, procedure, or administrative directive;
26
27 F. Be obscene, vulgar, or indecent; or
28
29 F. Promote violence, discriminatory conduct, the use of drugs, alcohol, tobacco, or certain
30 products that create community concerns.

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

35 If permission is granted to distribute materials, the organization must arrange to have copies
36 delivered to the school. Distribution of the materials will be arranged by administration. Under no
37 circumstances shall individuals not employed by the District be given access to the building for the
38 purposes of posting notices or distributing information.

40 All student materials must be reviewed and approved by the Superintendent or designee in
41 accordance with Policy 3222.

43 Cross References: Policy 3222 – Distribution and Posting of Student Materials

45 Policy History:

46 Adopted on:

47 Reviewed on:

48 Revised on:

1 **Culbertson School District**

2
3 **COMMUNITY RELATIONS**

4332

Page 1 of 3

5 Conduct on School Property

6
7 General Conduct

8
9 In addition to prohibitions stated in other District policies, a person on school property who is not an
10 enrolled student or District employee shall not:

- 11
12 1. Injure or threaten to injure another person;
13
14 2. Damage another's property or that of the District;
15
16 3. Violate any provision of the criminal law of the state of Montana or town or county ordinance;
17
18 4. Smoke or otherwise use tobacco or nicotine products, and alternative nicotine and vapor
19 products as defined in 16-11-302, MCA, or other similar products;
20
21 5. Consume, possess, or distribute alcoholic beverages, illegal drugs, or marijuana;
22
23 6. Impede, delay, or otherwise interfere with the orderly conduct of the District's educational
24 program or any other activity occurring on school property;
25
26 7. Optional: Possess a non-firearm weapon as defined in this policy;
27
28 8. Enter upon any portion of school premises at any time for purposes other than those which are
29 lawful and authorized by the Board; or
30
31 9. Willfully violate other District rules and regulations.
32

33 For the purposes of this policy, "school property" means within school buildings, in vehicles used for
34 school purposes, or on owned or leased school land or grounds. District administrators are authorized to
35 appropriate action, as circumstances warrant, to enforce this section of the policy including but not
36 limited to requesting the assistance of law enforcement in accordance with Montana law.
37

38 Firearms and Weapons

39
40 A person who is not an enrolled student or District employee shall not possess any firearm or other non-
41 firearm weapon in a school building at any time.
42

43 For the purposes of this policy, the term "firearm" means (A) any weapon which will or is designed to or
44 may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of
45 any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device pursuant to
46 18 U.S.C. 921 (4). Such term does not include an antique firearm pursuant to 18 U.S.C. 921 (16).
47

48 For purposes of this policy, "non-firearm weapon" means any object, device, or instrument designed as a
49 weapon or through its use is capable of intimidating, threatening or producing bodily harm or which may
50 be used to inflict injury, including but not limited to air guns; pellet guns; BB guns; fake or facsimile

weapons; all knives; blades; clubs; metal knuckles; nunchucks; throwing stars; explosives; fireworks; mace or other propellants; stun guns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon.

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

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

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

Definitions: Districts will select Option 1 or Option 2

Option 1 provides for an expanded definition of "school building" to not only include indoor structures enclosed by walls and a roof but also those outdoor facilities that may be used by people such as stadiums and bleachers which are leased or owned by a school district and meet the Montana Building and Construction Standards definition of building. This expanded definition prohibits the possession of firearms or weapons in all of these types of buildings. School districts considering this option must take into account the definition provided may subject the district to litigation asserting the school district is exceeding its authority as restricted by LR-130 (2020) and HB 102 (2021). Any such challenge will be subject to review in accordance with the board of trustees' authority under Article X, section 8. of the Montana Constitution.

Option 2 provides for a narrow definition of "school building" that will include indoor structures enclosed by walls and a roof but exclude outdoor facilities such as stadiums or bleachers. This definition relies on the definition of school building used in the Montana Criminal Code and by the Montana Department of Revenue. This definition may be considered consistent with LR-130 (2020) and HB 102 (2021) but may expose the school district to other challenges asserting the board of trustees has not taken all available measures to ensure a safe school setting. Any such challenge will be subject to review in accordance with the board of trustees' authority under Article X, section 8. of the Montana Constitution.

Option 1: For the purposes of this policy, "School building" means a combination of any materials, whether mobile, portable, or fixed, to form a structure and the related facilities for the use or occupancy by persons or property owned or leased by a local school district that are used for instruction or for student activities as specified in Section 50-60-101(2), MCA and Section 45-8-361, MCA. The term is construed as though followed by the words "or part or parts of a building" and is considered to include all stadiums, bleachers, and other similar outdoor facilities, whether temporary or permanently fixed.

Option 2: For the purposes of this policy, "School building" means an enclosed structure with external walls and a roof owned or leased by a local school district that are used for instruction or for student activities as specified in ARM 42.4.201(2) and Section 45-8-361, MCA. The term is construed to exclude all stadiums, bleachers, and other similar outdoor facilities.

Legal Reference: Pro-Children Act of 1994, 20 U.S.C. § 6081
Smoke Free School Act of 1994
16-11-302, MCA Definitions
§ 20-1-220, MCA Use of tobacco product in public school building or on
public school property prohibited
§ 20-1-206, MCA Disturbance of School
§ 20-5-410, MCA Civil penalty
§ 45-6-201, MCA Definition of enter or remain unlawfully
§ 45-8-101, MCA Disorderly conduct
§ 45-8-102, MCA Failure of disorderly persons to disperse
§ 45-8-351, MCA Restriction on Local Government Regulation of
Firearms
§ 45-8-361, MCA Possession or allowing possession of weapon in school
building -- exceptions -- penalties -- seizure and
forfeiture or return authorized -- definitions.
Article X, section 8 Montana Constitution
Initiative 190 – “Montana Marijuana Regulation and Taxation Act.” January 1,
2021

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

PERSONNEL

5012P

page 1 of 9

Sexual Harassment Grievance Procedure - Employees

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

Definitions

The following definitions apply for Title IX policies and procedures:

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

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

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

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

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

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

District Requirements

When the District has actual knowledge of sexual harassment in an education program or activity of the District, the District will respond promptly in a manner that is not deliberately indifferent. When the harassment or discrimination on the basis of sex does not meet the definition of sexual harassment, the Title IX Coordinator will direct the individual to the applicable sex

discrimination process bullying and harassment policy, or public complaint procedure for investigation.

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

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

Timelines

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

Response to a Formal Complaint

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

The District must follow the formal complaint process before the imposition of any disciplinary sanctions or other actions that are not supportive measures. However, nothing in this policy

precludes the District from placing a non-student employee Respondent on administrative leave during the pendency of the grievance process. The District may also remove a student Respondent alleged to have harassed an employee Complainant from the education setting. The student may receive instruction in an offsite capacity during the period of removal. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

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

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

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

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

Investigation of a Formal Complaint

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

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

Dismissal of Formal Complaints

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

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

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

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

Evidence Review

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

Investigative Report

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

Decision-Maker's Determination

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

Prior to reaching a determination regarding responsibility, the decision-maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party

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

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

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

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

The determination regarding responsibility becomes final either on the date that the District provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

Where a determination of responsibility for sexual harassment has been made against the

Respondent, the District will provide remedies to the Complainant that are designed to restore or preserve equal access to the District's education program or activity. Such remedies may include supportive measures; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the Respondent. The Title IX Coordinator is responsible for effective implementation of any remedies. Following any determination of responsibility, the District may implement disciplinary sanctions in accordance with State or Federal law and or/the negotiated agreement. For employees, the sanctions may include any form of responsive discipline, up to and including termination.

Appeals

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

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

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

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

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

Informal Resolution Process

Except when concerning allegations that an employee sexually harassed a student, at any time during the formal complaint process and prior to reaching a determination regarding responsibility, the District may facilitate an informal resolution process, such as mediation, that

does not involve a full investigation and determination of responsibility, provided that the District:

1. Provides to the parties a written notice disclosing:

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

2. Obtains the parties' voluntary, written consent to the informal resolution process.

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

Recordkeeping

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

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

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

Cross Reference: Policy 5010 Equal Employment and Non-Discrimination
 Policy 5012 Sexual Harassment
 Policy 5255 Employee Discipline

Legal References: Art. X, Sec. 1, Montana Constitution – Educational goals and duties
 Section 49-3-101, et seq., MCA, Montana Human Rights Act
 Civil Rights Act, Title VI; 42 USC 2000d et seq.
 Civil Rights Act, Title VII; 42 USC 2000e et seq.
 Education Amendments of 1972, Title IX; 20 USC 1681 et seq.
 34 CFR Part 106 Nondiscrimination on the basis of sex in
 education programs or activities receiving
 Federal financial assistance
 10.55.701(1)(f), ARM Board of Trustees
 10.55.719, ARM Student Protection Procedures
 10.55.801(1)(a), ARM School Climate

Policy History:

Adopted on:

Reviewed on:

Revised on:

Culbertson School District

PERSONNEL

5120P

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Federal Background Check Fingerprint and Information Handling Procedure

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

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

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

OR

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

OR

OPTION 3: Fingerprints are obtained via local law enforcement agencies: _____.

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

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

LASO

(First and last name) has been appointed as the Local Agency Security Officer and acts as the primary point of contact between the School District and CRISS. (Name of LASO) is responsible for ensuring CJIS Policy compliance by all authorized recipients within the School District LASO is also responsible

of any Privacy and Security Agreements with those who do not use CHRI on a regular basis. Any change in appointment of the LASO or other authorized personnel will be reported to CRISS immediately.

Access of CHRI

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

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

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

Determination Procedures

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

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

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

All criminal history record information is stored in a locked filing cabinet within the business office. Only authorized personnel, Superintendent, Principal, and the Business Manager as noted in this policy have access to this information. Only authorized personnel are present during the determination process when the criminal record is being reviewed. Boards will Select One Option:

OPTION 1: Printed background checks are stored until a final determination for employment has been made, two weeks or less. A determination form is then completed and CHRI is then destroyed in accordance with the Destruction Procedure outlined in this document.

OR

OPTION 2: Printed CHRI is kept (SPECIFIC TIME FRAME) and then destroyed Destruction Procedure outlined in this document.

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

Dissemination Procedure Boards will Select One Option:

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

8
9 OR

10
11 OPTION 2: The School District does not disseminate criminal history record information with any other
12 agency. A copy of our determination form can be provided to outside agencies upon request.

13
14 Destruction Procedure Boards will Select One Option:

15
16 OPTION 1: At the end of the retention and storage period outlined in this document, all CHRI
17 and related information is shredded in house by (authorized personnel name).

18
19 OR

20
21 OPTION 2: At the end of the retention and storage period outlined in this document, all CHRI
22 and related information is shredded on site by a company that come to our location. Authorized
23 personnel witness the shredding of the CHRI.

24
25 Applicant procedures for challenging or correcting their record Boards will Select One Option:

26
27 All applicants are given the opportunity to challenge or complete their record before a final
28 determination is made.

29
30 OPTION 1: Applicants wishing to challenge their record are given a copy of the background
31 report.

32
33 OR

34
35 OPTION 2: Applicants wishing to challenge their record are advised how to obtain a copy of
36 their background report.

37
38 The applicant is then given 10 days to contact the state or agency in which the record was created
39 to make corrections. After the allotted time, the applicant must then provide the School District
40 with a copy of the corrected background report provided by and notarized by the State
41 Identification Bureau. The fee associated for a copy of the state record provided by the State
42 Identification Bureau will be the responsibility of the applicant.

43
44 Policy and procedures for misuse of CHRI

45
46 The School District does not allow dissemination of CHRI to persons or agencies that are not
47 directly involved in the hiring and determination process. If CHRI is disseminated outside of the
48 authorized receiving department, (agency LASO) will report this to CRISS immediately and

1 provide CRISS with an incident response form. The incident response form will include the
2 nature of the incident, any internal reprimands that may have resulted from the incident, as well
3 as our agencies plan to ensure that this incident does not get repeated.

4
5 Training Procedure

- 6
7 • Local Agency Security Officer (LASO)
8 ◦ Signed user agreement between district and CRISS
9 • Privacy and Security Training
10 ◦ CRISS training on CHRI required to receive background reports

11
12
13 Policy History:

14 Adopted on:

15 Reviewed on:

16 Revised on:

Privacy Act Statement - Policy 5120F

This privacy act statement is located on the back of the FD-258 fingerprint card.

Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

As of 03/1/2021

School District Name

District Contact
District Contact Position

Address Line #1
Address Line #2
City, State, Zip Code

Determination of Eligibility for Hire – Policy 5120F

(DATE)

RE: [NAME OF APPLICANT]

In regards to the determination of eligibility for hire/licensure; based on the minimum criteria as specified in the ____ School District Applicant Background Check Procedure, the individual listed below:

Name

Date of Birth

- ☐ Meets eligibility criteria
☐ Does NOT meet eligibility criteria

Please contact ____ School District with any questions regarding this determination or to be provided with a copy of the ____ School District Applicant Background Check Procedure.

Determination Completed By:

Signature

Printed Name

Title

Date



Dissemination Log – Policy 5120F

For national criminal history fingerprint-based background checks under Policy 5120P

Date	Person Making Dissemination	Name and Date of Birth on Disseminated Information	Receiving Entity As Verified by CHRI Auditor (Name, Phone Number, Person)	Disseminated by Telephone, Fax, Mail?	Date Qualified Entity Status Verified by ID
Instructions: A log entry must be made every time you share with another qualified entity any information you obtained from a criminal history records check through the Montana Department of Justice (MDOJ) or the FBI. This includes the sharing of "No Record" information. The Dissemination Log must be retained for four (4) years from the date of the entry, and it must be made available to MDOJ and FBI auditors.					
Reminder: Criminal history record information received from MDOJ or the FBI under NCPA/VCA and/or Public Law 92-544, shall be used or shared only for the screening of current or prospective Montana employees, volunteers, contractors, and/or vendors of QUALIFIED ENTITIES, pursuant to these laws.					

Applicant Rights and Consent to Fingerprint – Policy 5122F

As an applicant who is the subject of a national fingerprint-based criminal history record check for a noncriminal justice purpose (such as an application for employment or a license, an immigration or naturalization matter, security clearance, or adoption), you have certain rights which are discussed below.

- You must be provided written notification¹ by _____ that your fingerprints will be used to check the criminal history records of the FBI.
- You must be provided, and acknowledge receipt of, an adequate Privacy Act Statement when you submit your fingerprints and associated personal information. This Privacy Act Statement should explain the authority for collecting your information and how your information will be used, retained, and shared.
- If you have a criminal history record, the officials making a determination of your suitability for employment, license, or other benefit must provide you the opportunity to complete or challenge the accuracy of the information in the record.
- The officials must advise you that the procedures for obtaining a change, correction, or updating of your criminal history record are set forth at Title 28, Code of Federal Regulations (CFR), Section 16.34.
- If you have a criminal history record, you should be afforded a reasonable amount of time to correct or complete the record (or decline to do so) before the officials deny you the employment, license, or other benefit based on information in the criminal history record.²

You have the right to expect that officials receiving the results of the criminal history record check will use it only for authorized purposes and will not retain or disseminate it in violation of federal statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council.³

If agency policy permits, the officials may provide you with a copy of your FBI criminal history record for review and possible challenge. If agency policy does not permit it to provide you a copy of the record, you may obtain a copy of the record by submitting fingerprints and a fee to the FBI. Information regarding this process may be obtained at <https://www.fbi.gov/services/cjis/identity-history-summary-checks>.

If you decide to challenge the accuracy or completeness of your FBI criminal history record, you should send your challenge to the agency that contributed the questioned information to the FBI. Alternatively, you may send your challenge directly to the FBI at the same address as provided above. The FBI will then forward your challenge to the agency that contributed the questioned information and request the agency to verify or correct the challenged entry. Upon receipt of an official communication from that agency, the FBI will make any necessary changes/corrections to your record in accordance with the information supplied by that agency.

If a change, correction, or update needs to be made to a Montana criminal history record, or if you need additional information or assistance, please contact Montana Criminal Records and Identification Services at DOJCRISS@mt.gov or 406-444-3625.

Your signature below acknowledges this agency has informed you of your privacy rights for fingerprint-based background check requests used by the agency.

Signed:

Name

Date

¹ Written notification includes electronic notification but excludes oral notification.

² See 28 CFR 50.12(b).

³ See 5 U.S.C. 552a(b); 28 U.S.C. 534(b); 42 U.S.C. 14616, Article IV(c); 28 CFR 20.21(c), 20.33(d) and 906.2(d).

NCPA/VCA Applicants

To _____:

You have applied for employment with, will be working in a volunteer position with, or will be providing vendor or contractor services to (write in Agency or Entity name) _____ for the position of (please be specific) _____.

The National Child Protection Act of 1993 (NCPA), Public Law (Pub. L.) 103-209, as amended by the Volunteers for Children Act(VCA), Pub. L. 105-251 (Sections 221 and 222 of Crime Identification Technology Act of 1998), codified at 42 United States Code (U.S.C.) Sections 5119a and 5119c, authorizes a state and national criminal history background check to determine the fitness of an employee, or volunteer, or a person with unsupervised access to children, the elderly, or individuals with disabilities.

1. Provide your name, address, and date of birth, as appears on a document made or issued by or under the authority of the United States Government, a State, political subdivision of a State, a foreign government, a political subdivision of a foreign government, an international governmental or an international quasi-governmental organization which, when completed with information concerning a particular individual, is of a type intended or commonly accepted for the purpose of identification of individuals. 18 U.S.C. §1028(D)(2).
2. Provide a certification that you (a) have not been convicted of a crime, (b) are not under indictment for a crime, or (c) have been convicted of a crime. If you are under indictment or have been convicted of a crime, you must describe the crime and the particulars of the conviction, if any.
3. Prior to the completion of the background check, the entity may choose to deny you unsupervised access to a person to whom the entity provides care.

The entity shall access and review State and Federal criminal history records and shall make reasonable efforts to make a determination whether you have been convicted of, or are under pending indictment for, a crime that bears upon your fitness and shall convey that determination to the qualified entity. The entity shall make reasonable efforts to respond to the inquiry within 15 business days.

Your Name: _____

First

Middle

Maiden

Last

Date of Birth: _____

Address: _____

City

State

Zip

I have been convicted of, or am under pending indictment for, the following crimes [include the dates, location/jurisdiction, circumstances and outcome]:

I have not been convicted of, nor am I under pending indictment for, any crimes

I authorize Montana Department of Justice, Criminal Records and Identification Services Section to disseminate criminal history record information to _____.

Signature of Applicant

Date

1 **Culbertson School District**

2
3 **PERSONNEL**

5223

Page 1 of 2

4
5
6 Personal Conduct

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

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

18
19 In accordance with state law, an employee shall not dispense or utilize any information gained from
20 employment with the District, accept gifts or benefits, or participate in business enterprises or
21 employment that creates a conflict of interest with the faithful and impartial discharge of the employee's
22 District duties. A District employee, before acting in a manner which might impinge on any fiduciary
23 duty, may disclose the nature of the private interest which would create a conflict. Care should be taken
24 to avoid using or avoid the appearance of using official positions and confidential information for
25 personal advantage or gain.

26
27 Further, employees are expected to hold confidential all information deemed not to be for public
28 consumption as determined by state law and Board policy. Employees also will respect the
29 confidentiality of people served in the course of an employee's duties and use information gained in a
30 responsible manner. The Board may discipline, up to and including discharge, any employee who
31 discloses confidential and/or private information learned during the course of the employee's duties or
32 learned as a result of the employee's participation in a closed (executive) session of the Board. Discretion
33 should be used even within the school system's own network of communication and confidential
34 information should only be communicated on a need to know basis.

35
36 Administrators and supervisors may set forth specific rules and regulations governing staff conduct on the
37 job within a particular building.

38
39 Firearms and Weapons

40
41 Employees of the District shall not injure or threaten to injure another person; damage another's property
42 or that of the District; or possess any firearm or other non-firearm weapon on school property at any time.

43
44 For the purposes of this policy, the term "firearm" means (A) any weapon which will or is designed to or
45 may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of
46 any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device pursuant to
47 18 U.S.C. 921 (4). Such term does not include an antique firearm pursuant to 18 U.S.C. 921 (16).

48
49 For purposes of this policy, "non-firearm weapon" means any object, device, or instrument designed as a
50 weapon or through its use is capable of intimidating threatening or producing bodily harm or which may

be used to inflict injury, including but not limited to air guns; pellet guns; BB guns; fake or facsimile weapons; all knives; blades; clubs; metal knuckles; nunchucks; throwing stars; explosives; fireworks; mace or other propellants; stun guns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon.

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

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

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

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

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

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

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 **Culbertson School District**

2
3 **PERSONNEL**

5226

page 1 of 2

4
5 Drug-Free Workplace

6
7 All District workplaces are drug- and alcohol-free. All employees are prohibited from:

- 8
9 • Unlawfully manufacturing, dispensing, distributing, possessing, using, or being under the
10 influence of a controlled substance while on District premises or while performing work
11 for the District, or;
12 • Distributing, consuming, using, possessing, or being under the influence of alcohol while
13 on District premises or while performing work for the District.
14

15 For purposes of this policy, a controlled substance is defined as :

- 16
17 • Not legally obtainable;
18 • Being used in a manner other than as prescribed;
19 • Legally obtainable but has not been legally obtained;
20 • marijuana or marijuana paraphernalia that is possessed or consumed on the grounds of
21 any property owned or leased by a school district, a public or private preschool, school,
22 or postsecondary school or in a school bus;
23 • marijuana purchased, consumed, transported, possessed, or used of by a person under 21
24 years of age;
25 • marijuana smoked in a location where smoking tobacco is prohibited;
26 • marijuana consumed in a manner that endangers others; or
27 • Referenced in federal or state controlled-substance acts.
28

29 As a condition of employment, each employee will:

- 30
31 • Abide by the terms of the District policy respecting a drug- and alcohol-free workplace;
32 and
33 • Notify his or her supervisor of his or her conviction under any criminal drug statute, for a
34 violation occurring on District premises or while performing work for the District, no
35 later than five (5) days after such conviction.
36

37 In order to make employees aware of dangers of drug and alcohol abuse, the District will
38 endeavor to:

- 39
40 • Provide each employee with a copy of the District drug- and alcohol-free workplace
41 policy;
42 • Post notice of the District drug- and alcohol-free workplace policy in a place where other
43 information for employees is posted;
44 • Enlist the aid of community and state agencies with drug and alcohol informational and
45 rehabilitation programs, to provide information to District employees; and
46

- Inform employees of available drug and alcohol counseling, rehabilitation, reentry, and any employee-assistance programs.

District Action Upon Violation of Policy

An employee who violates this policy may be subject to disciplinary action; up to and including termination of employment. Alternatively, the Board may require an employee to successfully complete an appropriate drug- or alcohol-abuse, employee-assistance rehabilitation program.

The Board will take disciplinary action with respect to an employee convicted of a drug offense in the workplace, within thirty (30) days of receiving notice of a conviction.

Should District employees be engaged in the performance of work under a federal contract or grant, or under a state contract or grant, the Superintendent will notify the appropriate state or federal agency from which the District receives contract or grant moneys of an employee's conviction, within ten (10) days after receiving notice of the conviction.

Legal Reference: 41 U.S.C. §§ 702, 703, 706 Drug-free workplace requirements for
Federal grant recipients
Initiative 190 – “Montana Marijuana Regulation and Taxation Act.”
January 1, 2021

Policy History:

Adopted on:

Reviewed on:

Revised on:

3
4 **PERSONNEL**

5228P

page 1 of 6

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

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

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

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

16
17 Pre-Employment Tests

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

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

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

33
34 Post-Accident Tests

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

- 38
39 1. Who was performing safety-sensitive functions with respect to the vehicle, if the accident
40 involved loss of human life; or
41 2. Who receives a citation under state or local law, for a moving traffic violation arising
42 from the accident.

43
44 Drivers shall make themselves readily available for testing, absent the need for immediate
45 medical attention.

No such driver shall use alcohol for eight (8) hours after the accident, or until after he/she undergoes a post-accident alcohol test, whichever occurs first.

If an alcohol test is not administered within two (2) hours or if a drug test is not administered within thirty-two (32) hours, the District shall prepare and maintain records explaining why the test was not conducted. Tests will not be given if not administered within eight (8) hours after the accident for alcohol or within thirty-two (32) hours for drugs.

Tests conducted by authorized federal, state, or local officials will fulfill post-accident testing requirements, provided they conform to applicable legal requirements and are obtained by the District. Breath tests will validate only the alcohol test and cannot be used to fulfill controlled substance testing obligations.

Random Tests

Tests shall be conducted on a random basis at unannounced times throughout the year. Tests for alcohol shall be conducted just before, during, or just after the performance of safety-sensitive functions. The number of random alcohol tests annually must equal twenty-five percent (25%) of the average number of driver positions. The number of random drug tests annually must equal fifty percent (50%) of the average number of driver positions. Drivers shall be selected by a scientifically valid random process, and each driver shall have an equal chance of being tested each time selections are made.

Reasonable Suspicion Tests

Tests shall be conducted when a supervisor or District official trained in accordance with law has reasonable suspicion that the driver has violated the District's alcohol or drug prohibitions. This reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech, or body odors. The observations may include indications of the chronic and withdrawal effects of controlled substances.

Alcohol tests are authorized for reasonable suspicion only if the required observations are made during, just before, or just after the period of the work day when the driver must comply with alcohol prohibitions. An alcohol test may not be conducted by the person who determines that reasonable suspicion exists to conduct such a test. If an alcohol test is not administered within two (2) hours of a determination of reasonable suspicion, the District shall prepare and maintain a record explaining why this was not done. Attempts to conduct alcohol tests shall terminate after eight (8) hours.

A supervisor or District official who makes observations leading to a controlled substance reasonable suspicion test shall make a written record of his/her observations within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

Enforcement

Any driver who refuses to submit to a post-accident, random, reasonable suspicion, or follow-up test shall not perform or continue to perform safety-sensitive functions.

Drivers who test positive for alcohol or drugs shall be subject to disciplinary action up to and including termination of employment.

A driver who violates District prohibitions related to drugs and alcohol shall receive from the District the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs available to evaluate and resolve drug and alcohol-related problems. The employee shall be evaluated by a substance abuse professional who shall determine what help, if any, the driver needs in resolving such a problem. Any substance abuse professional who determines that a driver needs assistance shall not refer the driver to a private practice, person, or organization in which he/she has a financial interest, except under circumstances allowed by law.

An employee identified as needing help in resolving a drug or alcohol problem shall be evaluated by a substance abuse professional to determine that he/she has properly followed the prescribed rehabilitation program and shall be subject to unannounced follow-up tests after returning to duty.

Return-to-Duty Tests

A drug or alcohol test shall be conducted when a driver who has violated the District's drug or alcohol prohibition returns to performing safety-sensitive duties.

Employees whose conduct involved drugs cannot return to duty in a safety-sensitive function until the return-to-duty drug test produces a verified negative result.

Employees whose conduct involved alcohol cannot return to duty in a safety-sensitive function until the return-to-duty alcohol test produces a verified result that meets federal and District standards.

Follow-Up Tests

A driver who violates the District's drug or alcohol prohibition and is subsequently identified by a substance abuse professional as needing assistance in resolving a drug or alcohol problem shall be subject to unannounced follow-up testing as directed by the substance abuse professional in accordance with law. Follow-up alcohol testing shall be conducted just before, during, or just after the time when the driver is performing safety-sensitive functions.

Records

Employee drug and alcohol test results and records shall be maintained under strict

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

Notifications

Each driver shall receive educational materials that explain the requirements of the Code of Federal Regulations, Title 49, Part 382, together with a copy of the District's policy and regulations for meeting these requirements. Representatives of employee organizations shall be notified of the availability of this information. The information shall identify:

1. The person designated by the District to answer driver questions about the materials;
2. The categories of drivers who are subject to the Code of Federal Regulations, Title 49, Part 382;
3. Sufficient information about the safety-sensitive functions performed by drivers to make clear what period of the work day the driver is required to comply with Part 382;
4. Specific information concerning driver conduct that is prohibited by Part 382;
5. The circumstances under which a driver will be tested for drugs and/or alcohol under Part 382;
6. The procedures that will be used to test for the presence of drugs and alcohol, protect the driver and the integrity of the testing processes, safeguard the validity of test results, and ensure that test results are attributed to the correct driver;
7. The requirement that a driver submit to drug and alcohol tests administered in accordance with Part 382;
8. An explanation of what constitutes a refusal to submit to a drug or alcohol test and the attendant consequences;
9. The consequences for drivers found to have violated the drug and alcohol prohibitions of Part 382, including the requirement that the driver be removed immediately from safety-sensitive functions and the procedures for referral, evaluation, and treatment;
10. The consequences for drivers found to have an alcohol concentration of 0.02 or greater but less than 0.04;
11. Information concerning the effects of drugs and alcohol on an individual's health, work, and personal life; signs and symptoms of a drug or alcohol problem (the driver's or a

coworker's); and available methods of intervening when a drug or alcohol problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management; and

12. The requirement that the following personal information collected and maintained under this part shall be reported to the Commercial Driver's License Drug and Alcohol Clearinghouse:

- A. A verified positive, adulterated, or substituted drug test result;
- B. An alcohol confirmation test with a concentration of 0.04 or higher;
- C. A refusal to submit to any test required by law;
- D. An employer's report of actual knowledge, as defined in law;
- E. On duty alcohol use;
- F. Pre-duty alcohol use;
- G. Alcohol use following an accident;
- H. Controlled substance use;
- I. A substance abuse professional report of the successful completion of the return-to-duty process;
- J. A negative return-to-duty test; and
- K. An employer's report of completion of follow-up testing.

Drivers shall also receive information about legal requirements, District policies, and disciplinary consequences related to the use of alcohol and drugs.

Each driver shall sign a statement certifying that he/she has received a copy of the above materials.

Before any driver operates a commercial motor vehicle, the District shall provide him/her with post-accident procedures that will make it possible to comply with post-accident testing requirements.

Before drug and alcohol tests are performed, the District shall inform drivers that the tests are given pursuant to the Code of Federal Regulations, Title 49, Part 382. This notice shall be provided only after the compliance date specified in law.

The District shall notify a driver of the results of a pre-employment drug test if the driver requests such results within sixty (60) calendar days of being notified of the disposition of his/her employment application.

The District shall notify a driver of the results of random, reasonable suspicion, and post-accident drug tests if the test results are verified positive. The District shall also tell the driver which controlled substance(s) were verified as positive.

Drivers shall inform their supervisors if at any time they are using a controlled substance which their physician has prescribed for therapeutic purposes. Such a substance may be used only if the physician has advised the driver that it will not adversely affect his/her ability to safely operate a commercial motor vehicle.

Clearinghouse

The School District will comply with the requirements of the Commercial Driver's License Drug and Alcohol Clearinghouse. The School District and Transportation service providers are called upon to report DOT drug and alcohol testing program violations to the Clearinghouse. Drivers have been notified that any information subject to disclosure will be submitted to the Clearinghouse in accordance with this policy and applicable regulations.

Legal Reference:	49 C.F.R. Part 40	Procedures for Transportation Workplace Drug and Alcohol Testing
	49. C.F.R. Part 382	Controlled Substances and Alcohol Use and Testing

Policy History:

Adopted on:

Reviewed on:

Revised on:

**ACKNOWLEDGEMENT OF RECEIPT
POLICY 5228F**

I, _____, an employee serving as a commercially licensed driver for _____ School District complete this form to document that I have received School District Policies 5228 and 5228P and been given the opportunity to ask questions about the policies to fully understand how the policies govern my employment with the School District.

Employee Signature:

Signature: _____ Date: _____

Supervisor Receipt:

Signature: _____ Date: _____

**REQUEST FOR RECORDS
POLICY 5228F2**

I, _____, an employee serving as a commercially licensed driver for _____ School District complete this form to request any records pertaining to my use of drugs or alcohol, including any records pertaining to my drug or alcohol tests in accordance with School District Policies 5228 and 5228P. If I chose to have these records forwarded to a third party, I am noting the contact information in the space provided on this form.

Employee Signature:

Signature: _____ Date: _____

Supervisor Receipt:

Signature: _____ Date: _____

I authorize the School District to send the requested records to the following individual or entity in accordance with the authorization outlined on this form.

1 **Culbertson School District**

2
3 **PERSONNEL**

5230

4
5 Prevention of Disease Transmission

6
7 All District personnel shall be advised of routine procedures to follow in handling body fluids.
8 These procedures, developed in consultation with public health and medical personnel, shall
9 provide simple and effective precautions against transmission of diseases to persons exposed to
10 the blood or body fluids of another. The procedures shall follow standard health and safety
11 practices. No distinction shall be made between body fluids from individuals with a known
12 disease or infection and from individuals without symptoms or with an undiagnosed disease.
13

14 The District shall provide training on procedures on a regular basis. Appropriate supplies shall
15 be available to all personnel, including those involved in transportation and custodial services.
16

17 The District shall provide soap and disposable towels or other hand-drying devices shall be
18 available at all handwashing sinks. Common-use towels are prohibited. The District shall provide
19 sanitary napkin disposal in teachers' toilet rooms and nurses' toilet rooms. The District shall
20 provide either sanitary napkin dispensers in the girls', nurses', and teachers' toilet rooms or some
21 other readily available on-site access to sanitary napkins.
22

23 If a staff member develops symptoms of any reportable communicable or infectious illness
24 while at school, the responsible school officials shall do the following:
25

- 26 (a) isolate the staff member immediately from students or staff
27 (b) consult with a physician, other qualified medical professional, or the local county
28 health authority to determine if the case should be reported.
29

30 Healthy Hand Hygiene Behavior

31
32 All staff and volunteers present in any school building shall engage in hand hygiene at the
33 following times, which include but are not limited to:

- 34 (a) Arrival to the facility and after breaks
35 (b) Before and after preparing, eating, or handling food or drinks
36 (c) Before and after administering medication or screening temperature
37 (d) After coming in contact with bodily fluid
38 (e) After recess
39 (f) After handling garbage
40 (g) After assisting students with handwashing
41 (h) After use of the restroom
42

43 Hand hygiene includes but is not limited to washing hands with soap and water for at least 20
44 seconds. If hands are not visibly dirty, alcohol-based hand sanitizers with at least 60% alcohol
45 can be used if soap and water are not readily available.
46

Staff members shall supervise children when they use hand sanitizer and soap to prevent ingestion. Staff members shall place grade level appropriate posters describing handwashing steps near sinks.

Confidentiality

This policy in no way limits or adjusts the School District's obligations to honor staff privacy rights. All applicable district policies and handbook provision governing confidentiality of staff medical information remain in full effect.

Legal Reference:	37.114.101, et seq., ARM	Communicable Disease Control
	37.111.825, ARM	Health Supervision and Maintenance

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 **Culbertson School District**

2
3 **PERSONNEL**

5232

4
5 Child Abuse, Neglect, and Sex Trafficking Reporting

6
7 A District employee who has reasonable cause to suspect, as a result of information they receive
8 in their professional or official capacity, that a child is abused, neglected, or subjected to sex
9 trafficking by anyone regardless of whether the person suspected of causing the abuse, neglect,
10 or trafficking is a parent or other person responsible for the child's welfare, shall report the
11 matter promptly to the Department of Public Health and Human Services and local law
12 enforcement.

13
14 Child abuse or neglect means actual physical or psychological harm to a child, substantial risk of
15 physical or psychological harm to a child, exposure to or involvement with sex trafficking, and
16 abandonment. This definition includes sexual abuse and sexual contact by or with a student. The
17 obligation to report suspected child abuse or neglect also applies to actual or attempted sexual or
18 romantic contact between a student and a staff member.

19
20 The District administration is authorized to provide access to educational resources for interested
21 parents, teachers, and students on how to prevent and report child abuse, neglect and sex
22 trafficking; identify the warning signs of child abuse, neglect and sex trafficking; recognize
23 predatory behaviors; and coordinate efforts with law enforcement, the Department of Public
24 Health and Human Services, and local organizations on these topics.

25
26 A District employee who makes a report of child abuse, neglect, or sex trafficking is encouraged
27 to notify the building administrator of the report. An employee does not discharge the obligation
28 to personally report by notifying the Superintendent or principal.

29
30 Any District employee who fails to report a suspected case of abuse, neglect, or sex trafficking to
31 law enforcement or the Department of Public Health and Human Services, or who prevents
32 another person from doing so, may be civilly liable for damages proximately caused by such
33 failure or prevention and is guilty of a misdemeanor. The employee will also be subject to
34 disciplinary action up to and including termination.

35
36 When a District employee makes a report, the Department of Public Health and Human Services
37 may share information with that individual or others as permitted by law. Individuals in the
38 District who receive information related to a report of child abuse, neglect, or sex trafficking
39 shall maintain the confidentiality of the information.

40
41 Cross Reference: 5223 Personal Conduct
42 3225 Sexual Harassment of Students

43
44 Legal Reference: § 41-3-201, MCA Reports
45 § 41-3-202, MCA Action on reporting
46 § 41-3-203, MCA Immunity from liability

§ 41-3-205, MCA	Confidentiality – disclosure exceptions
§ 41-3-207, MCA	Penalty for failure to report
§ 45-5-501, MCA	Definitions
§ 45-5-502, MCA	Sexual Assault
§ 20-7-1316, MCA	Child Sex Trafficking Prevention

Policy History:

Adopted on:

Reviewed on:

Revised on:

PERSONNEL

5325

Breastfeeding in the School and Workplace

Recognizing that breastfeeding is a normal part of daily life for mothers and infants and that Montana law authorizes mothers to breastfeed their infants where mothers and children are authorized to be, the District shall support women who want to continue breastfeeding after returning from maternity leave.

The District shall provide reasonable unpaid break time each day to an employee or who needs to express milk for the employee's a child, ~~if breaks are currently allowed. If breaks are not currently allowed, the District shall consider each case and make accommodations as possible.~~ The District is not required to provide break time if to do so would unduly disrupt the District's operations. Supervisors are encouraged to consider flexible schedules when accommodating employees' needs. Building administrators are authorized to work with teachers to provide students necessary time to express milk for a child.

The District shall make reasonable efforts to provide a room or other location, ~~in close proximity to the work area,~~ other than a toilet stall, where an employee or student can express ~~employee's~~ breast milk and access to a place to store expressed breast milk safely. The available space shall include the provision for lighting and electricity for the pump apparatus. If possible, supervisors and building administrators shall ensure that those employees or students in need of such ~~employees are aware of these workplace accommodations shall be aware of them~~ prior to maternity leave.

Legal Reference:	§ 39-2-215, MCA	Public employer policy on support of women and breastfeeding – unlawful discrimination
	§ 39-2-216, MCA	Private Place for nursing mothers
	§ 39-2-217, MCA	Break time for nursing mothers
	<u>37.111.811, ARM</u>	<u>Physical Requirements</u>

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 **Culbertson School District**

2
3 **PERSONNEL**

5328P

4
5 Family Medical Leave

6
7 Who Is Eligible

8
9 Employees are eligible if they have worked for the District for at least one (1) year, and for one
10 thousand two hundred fifty (1,250) hours over the previous twelve (12) months, and if there have
11 been at least fifty (50) District employees within seventy-five (75) miles for each working day
12 during twenty (20) or more workweeks in the current or preceding calendar year.

13
14 Benefit

15
16 Under certain conditions, eligible employees, if qualified, may be entitled to up to twelve (12)
17 weeks or twenty-six (26) weeks leave with continuing participation in the District's group
18 insurance plan.

19
20 Reasons for Taking Leave

21
22 Unpaid leave will be granted to eligible employees for any of the following reasons:

- 23
24 a. To care for the employee's child after birth, or placement for adoption or foster care;
25 b. To care for the employee's spouse, child, or parent (does not include parents-in-law) who
26 has a serious health condition;
27 c. For a serious health condition that makes the employee unable to perform the employee's
28 job;

29
30 Military Family Leave

31
32 a. Military Caregiver Leave

33 An eligible employee who is a relative of a servicemember can take up to 26
34 weeks in a 12 month period in order to care for a covered servicemember who is
35 seriously ill or injured in the line of duty.

36
37 b. Qualified Exigency leave

38 An eligible employee can take up to the normal 12 weeks of leave if a family
39 member is on covered active duty. Covered active duty includes duty of a member
40 of a regular component of the Armed Forces during deployment to a foreign
41 country, and duty of a member of a reserve component of the Armed Forces
42 during deployment to a foreign country under a call or order to active duty in
43 support of specified contingency operations.
44
45
46

Qualifying Exigencies include:

- a. Short-notice deployment
- b. Military events and related activities
- c. Childcare and school activities
- d. Financial and legal arrangements
- e. Counseling
- f. Rest and Recuperation
- g. Post-deployment activities; and
- h. Additional activities agreed to by the employer and the employee.

Substitution of Paid Leave

Paid leave will be substituted for unpaid leave under the following circumstances:

- a. Accumulated sick/personal leave will be utilized concurrently with any FMLA leave that is taken for a serious health reason as described in (b) or (c) above.
- b. Accumulated vacation/personal leave will be utilized concurrently with any FMLA leave that is taken for a family reason as described in (a) above.
- c. Accumulated sick leave will be utilized concurrently with FMLA leave, whenever the FMLA leave is taken for reasons which qualify for sick leave benefits pursuant to District policy or an applicable collective bargaining agreement.
- d. Whenever appropriate workers' compensation absences shall be designated FMLA leave.
- e. Servicemember FMLA runs concurrent with other leave entitlements provided under federal, state, and local law.

When Both Parents Spouses Are District Employees

~~If both parents of a child are employed by the District, they each are entitled to a total of twelve (12) weeks of leave per year. However, leave may be granted to only one (1) parent at a time, and only if leave is taken: (1) for the birth of a child or to care for the child after birth; (2) for placement of a child for adoption or foster care, or to care for the child after placement; or (3) to care for a parent (but not a parent-in-law) with a serious health condition.~~

~~If spouses are employed by the same employer, the aggregate number of weeks of leave that can be taken is twenty-six (26) weeks in a single twelve (12) month period for serviceperson leave or a combination of exigency and serviceperson leave. The aggregate number of weeks of leave that can be taken by a husband and wife who work for the same employer is twelve (12) weeks if for exigency leave only.~~

When spouses work for the same employer and each spouse is eligible to take FMLA leave, the FMLA limits the combined amount of leave they may take for some, but not all, FMLA-qualifying leave reasons.

For purposes of FMLA leave, spouse means a husband or wife as defined or recognized in the state where the individual was married and includes individuals in a common law or same-sex marriage. Spouse also includes a husband or wife in a marriage that was validly entered into outside of the United States, if the marriage could have been entered into in at least one state.

Eligible spouses who work for the same employer are limited to a combined total of 12 workweeks of leave in a 12-month period for the following FMLA-qualifying reasons:

- the birth of a son or daughter and bonding with the newborn child,
- the placement of a son or daughter with the employee for adoption or foster care and bonding with the newly-placed child, and
- the care of a parent with a serious health condition.

Eligible spouses who work for the same employer are also limited to a combined total of 26 workweeks of leave in a single 12-month period to care for a covered servicemember with a serious injury or illness (commonly referred to as “military caregiver leave”) if each spouse is a parent, spouse, son or daughter, or next of kin of the servicemember. When spouses take military caregiver leave as well as other FMLA leave in the same leave year, each spouse is subject to the combined limitations for the reasons for leave listed above.

The limitation on the amount of leave for spouses working for the same employer does not apply to FMLA leave taken for some qualifying reasons. Eligible spouses who work for the same employer are each entitled to up to 12 workweeks of FMLA leave in a 12-month period, without regard to the amount of leave their spouses use, for the following FMLA-qualifying leave reasons:

- the care of a spouse or son or daughter with a serious health condition;
- a serious health condition that makes the employee unable to perform the essential functions of his or her job; and
- any qualifying exigency arising out of the fact that the employee’s spouse, son, daughter, or parent is a military member on “covered active duty.”

Employee Notice Requirement

The employee must follow the employer’s standard notice and procedural policies for taking FMLA.

Employer Notice Requirement (29 C.F.R. §825.300)

Employers are required to provide employees with notice explaining the FMLA through a poster and either a handbook or information upon hire. If an employee requests FMLA leave, an employer must provide notice to the employee within five (5) business days of whether the employee meets the FMLA eligibility requirements. If an employee is not eligible to take

FMLA, the employer must provide a reason. The employer must also provide a rights and responsibilities notice outlining expectations and obligations relating to FMLA leave. If FMLA leave is approved by the employer, it must provide the employee with a designation notice stating the amount of leave that will be counted against an employee's FMLA entitlement.

Notice for Leave Due to Active Duty of Family Member

In any case in which the necessity for leave is foreseeable, whether because the spouse or a son, daughter, or parent of the employee is on active duty or because of notification of an impending call or order to active duty in support of a contingency operation, the employee shall provide such notice to the employer as soon as is reasonable and practicable.

Requests

A sick leave request form is to be completed whenever an employee is absent from work for more than three (3) days or when an employee has need to be absent from work for continuing treatment by (or under the supervision of) a health care provider.

An employer may require that a request for leave be supported by a certification issued at such time and in such manner as the Secretary may by regulation prescribe. If the Secretary issues a regulation requiring such certification, the employee shall provide, in a timely manner, a copy of such certification to the employer.

Medical Certification

The District will require medical certification to support a request for leave or any other absence because of a serious health condition (at employee expense) and may require second (2nd) or third (3rd) opinions (at the employer's expense) and a fitness-for-duty report or return-to-work statement.

Intermittent/Reduced Leave

FMLA leave may be taken "intermittently or on a reduced leave schedule" under certain circumstances. Where leave is taken because of birth or placement of a child for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule only with District approval. Where FMLA leave is taken to care for a sick family member or for an employee's own serious health condition, leave may be taken intermittently or on a reduced leave schedule when medically necessary. An employee may be reassigned to accommodate intermittent or reduced leave. When an employee takes intermittent leave or leave on a reduced leave schedule, increments will be limited to the shortest period of time that the District's payroll system uses to account for absences or use of leave.

Insurance

An employee out on FMLA leave is entitled to continued participation in the appropriate group health plan, but it is incumbent upon the employee to continue paying the usual premiums throughout the leave period. An employee's eligibility to maintain health insurance coverage will lapse if the premium payment is more than thirty (30) days late. The District will mail notice of delinquency at least fifteen (15) days before coverage will cease.

Return

Upon return from FMLA leave, reasonable effort shall be made to place the employee in the original or equivalent position with equivalent pay, benefits, and other employment terms.

Recordkeeping

Employees, supervisors, and building administrators will forward requests, forms, and other material to payroll to facilitate proper recordkeeping.

Summer Vacation

The period during the summer vacation or other scheduled breaks (i.e., Christmas) an employee would not have been required to work will not count against that employee's FMLA leave entitlement.

SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES

Leave More Than Five (5) Weeks Before End of Term

If an instructional employee begins FMLA leave more than five (5) weeks before the end of term, the District may require the employee to continue taking leave until the end of a semester term, if:

- a. The leave is at least three (3) weeks; and
- b. The employee's return would take place during the last three-(3)-week period of the semester term.

Leave Less Than Five (5) Weeks Before End of Term

If an instructional employee begins FMLA leave for a purpose other than that employee's own serious health condition less than five (5) weeks before the end of term, the District may require the employee to continue taking leave until the end of a semester term, if:

- a. The leave is longer than two (2) weeks; and
- b. The employee's return would take place during the last two-(2)-week period of the semester term.

Leave Less Than Three (3) Weeks Before End of Term

If an instructional employee begins FMLA leave for a purpose other than that employee's own serious health condition less than three (3) weeks before the end of term, the District may require the employee to continue taking leave until the end of the academic term if the leave is longer than five (5) days.

Intermittent or Reduced Leave

Under certain conditions, an instructional employee needing intermittent or reduced leave for more than twenty percent (20%) of the total working days over the leave period may be required by the District to:

- a. Take leave for a period(s) of particular duration not to exceed the duration of treatment;
or
- b. Transfer to an alternate but equivalent position.

Procedure History:

Adopted on:

Reviewed on:

Revised on:

2
3 **FINANCIAL MANAGEMENT**

7220

4
5 Use of Federal Title I Funds

6
7 The School District will ensure that federal Title I funds, are used only to supplement, and not
8 supplant, state and local funds that would, in the absence of federal funds, be spent on Title I
9 programs or services supported by federal funds.

10
11 Title I funds will not take the place of funds supporting education services that are to be provided
12 to all students. The School District uses Title I funds only to supplement funds that would, in the
13 absence of Title I funds, be made available from state and local non-Federal sources for the
14 education of children participating in Title I programs.

15
16
17 Cross Reference: 2160 – Title I Family Engagement

18
19 Legal Reference: Elementary and Secondary Education Act, Section 1118(b)(1)

20
21 Policy History:

22 Adopted on:

23 Reviewed on:

24 Revised on:

FINANCIAL MANAGEMENT

7220P

Use of Federal Title I Funds Methodology

In accordance with the Every Student Succeeds Act (ESSA), _____ School District has adopted this procedure to ensure that Title I-A federal funds are supplementing District resources and not supplanting District resources. The procedure documents that the School District's neutrally determined distribution of state and local funds to each school within the boundaries of the School District is in compliance with federal law.

[Option 1] _____ School District is a district with a single school and is exempt from the methodology requirement.

[Option 2] _____ School District is a district one grade span per school and is exempt from the methodology requirement.

[Option 3] _____ School District is a district with multiple schools per grade spans and adopts this methodology in accordance with ESSA. For the purposes of this methodology elementary means grades K-8 and secondary means grades 9-12.

The School District determines the resource allocation on total enrollment for each school as if the state and local funds are the only resources each school is receiving. Each school is given additional allocations for other needs such as technology, supplies, and additional necessary costs.

The School District groups schools by elementary or secondary grade span. Each grade span may receive a different per student amount, but all schools are treated the same whether or not these schools are served under Title I-A. There are _____ elementary students and _____ secondary students in the School District.

The School District's state and local funds are allocated in a per student calculation. For full-time equivalency staff including administrators, educators, instructional staff, and school counselors, including salaries and benefits \$ _____ is allocated per elementary student and \$ _____ is allocated per secondary student.

Additional necessary costs, such as professional development, technology, lunch, library supplies, transportation, student activities, utilities, maintenance, safety, and security, are allocated at \$ _____ per student in all schools.

Cross Reference: 7220 – Use of Federal Title I Funds

Legal Reference: Elementary and Secondary Education Act, Section 1118(b)(1)

Policy History:

- 1 Adopted on:
- 2 Reviewed on:
- 3 Revised on:
- 4

Culbertson School District

NONINSTRUCTIONAL OPERATIONS

8129

Chemical Safety

The District shall establish and maintain a Chemical Hygiene Plan all areas that store hazardous chemicals including but not limited to science labs, industrial arts classrooms or buildings. Chemical Hygiene Plans shall include plans for appropriate selection, storage, inventory, use, and disposal of hazardous chemicals, and biological materials.

The District has designated _____ as the Chemical Hygiene Officer in accordance with the requirements of the Occupational Safety and Health Administration. The Officer has primary responsibility for ensuring the implementation of all components of the Chemical Hygiene Plan.

Safety Data Sheets for all materials in science labs, industrial arts classrooms or buildings, and art labs, and lab storage rooms shall be stored in those rooms and be accessible at all times. The Safety Data Sheets shall also be kept in a secure, remote site outside of the science lab, industrial arts classroom or buildings, and art labs, and lab storage rooms.

All District staff shall ensure storage areas are kept clean and organized. Unused hazardous materials shall be disposed in a timely manner as stated by the manufacturer and approved by DEQ. Schools shall consult with the DEQ and the DPHHS for additional information about how they can properly discard hazardous material.

Legal Reference:	37.111.812, ARM	Safety Requirements
	Section 50-78-101, MCA, et seq	Montana Employee and Community
		Hazardous Chemical Information
		Act

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 **Culbertson School District**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8130

4
5 Air Quality Restrictions on Outdoor Activities, Practice and Competition

6
7 Each school district is responsible for ensuring the safety of its students and student athletes when
8 participating in physical education, recess, practices or athletic contests.
9

10 The District Board of Trustees and Administration shall use the Recommendations for Outdoor Activities
11 Based on Air Quality for Schools guidelines, developed by DEQ and the DEQ's Air Data Map, as the
12 determining factor when making a decision to allow or not allow students to participate in outdoor
13 activities and contests.
14

15 The District Board of Trustees and Administration have developed the following protocol for
16 determination of allowing students and student athletes to participate in outdoor activities when Air
17 Quality Restrictions have reached the Unhealthy for Sensitive Groups or higher categories as indicated on
18 the DEQ guidelines.
19

- 20 1. The _____ School District shall use the [_____ **air quality monitor**] [_____
21 **geographical spot on the todaysair.mt.gov website**] **CHOOSE ONE OR BOTH** to determine
22 the air quality for our school district.
23 2. The following personnel shall make the decision to hold or cancel outdoor activities, practices, or
24 contests:
25 a. Recess (all levels) _____
26 b. Junior High practices (all levels) _____
27 c. Junior High contests (all levels) _____
28 d. High School practices (all levels) _____
29 e. High School contests (all levels) _____
30 f. All outdoor activities, (all levels) _____
31
32 3. The decision to hold or cancel outdoor activities shall be made _____ (hours)(days)
33 **CHOOSE ONE** in advance of the activity.
34 4. The notice to hold or cancel an outdoor activity shall be communicated to:
35 a. Students through _____
36 b. Staff through _____
37 c. Coaches through _____
38 d. Parents through _____
39 e. Community _____
40

41 The superintendent or an employee designated by the superintendent is authorized to establish a
42 procedure to limit the infiltration of outside air into each school during poor air quality conditions.
43

44 References: 10.55.701(q), ARM Board of Trustees
45 www. todaysair.mt.gov
46 <http://svc.mt.gov/deq/todaysair/smokereport/mostRecentUpdate.aspx>
47 37.111.827, ARM Outdoor Air Quality _____
48

48 Policy History:

49 Adopted on:

50 Reviewed on:

51 Revised on:

4
5 Indoor Air Quality

6
7 The District shall ensure ventilation systems operate properly and increase circulation of outdoor
8 air as much as possible. District ventilation systems shall undergo annual checks by the school
9 facility manager, superintendent or other staff approved by the superintendent to ensure
10 ventilation systems are operating within manufacturer parameters.

11
12 Air filters in the District shall have a minimum efficiency reporting value of between 8 and 13
13 as recommended by the National Air Filtration Association and the EPA unless other types of
14 non-MERV rated filters are used.

15
16 To the greatest extent possible during times of poor outdoor air quality, the District shall
17 change filters to MERV 13 or greater in ventilation systems using MERV rated air filters. The
18 District shall clean any electrostatic air filters according to manufacturer specifications.

19
20 The school facility manager, superintendent or other staff approved by the superintendent
21 shall complete annual indoor air quality inspections using the Walk-Through Inspection
22 Checklist from EPA's Indoor Air Quality Tools for Schools or other DPHHS-approved
23 inspection form.

24
25 The District shall maintain records of indoor air quality inspection on site for no less than
26 three years and the records shall be made available to the local health authority and DPHHS
27 upon request.

28
29
30 Legal Reference: 37.111.826, ARM Indoor Air Quality

31
32
33 Policy History:

34 Adopted on:

35 Reviewed on:

36 Revised on:

NONINSTRUCTIONAL OPERATIONS

8200

Food Services

The District supports the philosophy of the National School Lunch Program and shall provide wholesome, appetizing, and nutritious meals for children in District schools. The Board may authorize a portion of federal funds received in lieu of taxes to be used to provide free meals for federally connected indigent students.

Because of the potential liability of the District, the food services program shall not accept donations of food without approval of the Board. Should the Board approve a food donation, the Superintendent shall establish inspection and handling procedures for the food and determine that provisions of all state and local laws have been met before selling the food as part of school meals.

As an integral part of a school, the District's food service is operated in compliance with ARM Title 37, chapter 110, subchapter 2, rules for food service establishments.

Commodities

The District shall use food commodities made available under the Federal Food Commodity Program for school meals.

Free and Reduced-Price Food Services

The District shall provide free and reduced-price meals to students, according to the terms of the National School Lunch Program and the laws, rules, and regulations of the state. The District shall inform parents of the eligibility standards for free or reduced-price meals. Identity of students receiving free or reduced-price meals shall be confidential, in accordance with National School Lunch Program guidelines. A parent has the right to appeal to a designated hearing official any decision with respect to his or her application for free or reduced-price food services.

The Board may establish programs whereby meals may be provided in the District in accordance with National School Lunch Program guidelines.

The amount charged for such meals shall be sufficient to cover all costs of the meals, including preparation labor and food, handling, utility, and equipment depreciation costs.

Legal Reference:	§ 20-10-204, MCA	Duties of trustees
	§ 20-10-205, MCA	Allocation of federal funds to school food services fund for federally connected, indigent pupils
	§ 20-10-207, MCA	School food services fund
	<u>37.111.842, ARM</u>	<u>Food Service Requirements</u>

Policy History:

Adopted on:

Reviewed on:

Revised on:

NONINSTRUCTIONAL OPERATIONS

8301

District Safety

For purposes of this policy, “*disaster means the occurrence or imminent threat of damage, injury, or loss of life or property*”.

The Board recognizes that safety and health standards should be incorporated into all aspects of the operation of the District. Rules for safety and prevention of accidents shall be posted in compliance with the Montana Safety Culture Act and the Montana Safety Act. Injuries and accidents shall be reported to the District office.

The board of trustees has identified the following local hazards that exist within the boundaries of its school district:

[Fire, Earthquake, Avalanche, High Winds, Tornadoes, Intruders, Firearms, etc.]

The [Superintendent] [building principal] shall design and incorporate drills in its school safety or emergency operations plan to address the above stated hazards. The trustees shall certify to the office of public instruction that a school safety or emergency operations plan has been adopted. This plan and procedures shall be discussed and distributed to each teacher at the beginning of each school year. There shall be at least eight (8) disaster drills a year in a school. All teachers shall discuss safety drill procedures with their class at the beginning of each year and shall have them posted in a conspicuous place next to the exit door. Drills must be held at different hours of the day or evening to avoid distinction between drills and actual disasters. A record shall be kept of all fire drills.

The trustees shall review the school safety or emergency operations plan periodically and update the plan as determined necessary by the trustees based on changing circumstances pertaining to school safety. Once the trustees have made the certification to the office of public instruction, the trustees may transfer funds pursuant to Section 2, 20-1-401, MCA to make improvements to school safety and security.

The Superintendent shall develop safety and health standards which comply with the Montana Safety Culture Act. **[Optional]**: The Superintendent shall ensure District employees are provided equipment, tools, and devices designed to ensure a safe and health workplace in accordance with this policy. Failure to use the provided equipment in a suitable or timely manner may be considered a violation of District policy. If a staff member requires equipment that is not available, an employee may submit a request to the administration in accordance with established District practice.

To ensure a safe school setting and to comply with regulations governing schools in Montana, the following safety measures shall be implemented in the District:

- (a) Janitorial and other storage areas that contain toxic or hazardous materials must be kept locked between periods of use. Custodial closets, boiler rooms, and other areas where hazardous or poisonous compounds are stored must be inaccessible to students.
- (b) All cleaning compounds and other toxic chemicals not stored in the product container or package in which it was obtained must be stored in a labeled container that clearly identifies the product by name.
- (c) Chemicals must be stored as specified by the chemical's Safety Data Sheet.
- (d) The school and school site must be free of objects or conditions which create unreasonable or unnecessary dangers to health or safety.
- (e) First aid kits and AEDs must be provided and stored in accessible locations that are easily identifiable to staff and trained personnel.
- (f) Playground and school yards must be inspected every month by the facility manager or other school personnel and the inspection must be recorded and records kept on the school site. Inspections must be conducted using a playground safety checklist approved by the DPHHS.
- (g) Playground inspection results must be made available for review by the local health authority or the DPHHS upon request.
- (h) Periodic maintenance and repair must be performed on playground equipment according to the manufacturer's specifications. Repairs, not including the leveling of fall protection material, must be documented.
- (i) Playground equipment must be maintained in a safe condition.

Legal Reference: § 20-1-401, MCA

Disaster drills to be conducted regularly – districts to identify disaster risks and adopt school safety plan

§ 20-1-402, MCA

Number of disaster drills required – time of drills to vary

§§ 39-71-1501, et seq., MCA

Montana Safety Culture Act

37.111.812, ARM

Safety Requirements

Policy History:

Adopted on:

Reviewed on:

Revised on:

2
3 **NONINSTRUCTIONAL OPERATIONS**

8302

4
5 Noxious Plant and Animal Control

6
7 Each school and school site shall be maintained free of harborage for insects, rodents, and other
8 pests. Extermination methods and other measures to control pests shall conform with the
9 requirements of the DPHHS or the local health authority.

10
11 All areas shall be maintained free of accumulation of debris or standing water which may
12 provide harborage for pests.

13
14 Storage areas shall be maintained so as to prevent pest harborage. Lumber, pipe, and other
15 building materials shall be stored neatly.

16
17 The growth of brush, weeds, and grass shall be controlled to prevent harborage of pests. School
18 grounds shall be maintained to prevent the growth of noxious weeds considered detrimental to
19 health.

20
21 Integrated Pest Management Plan

22
23 The District has developed and implemented an Integrated Pest Management (IPM) program.
24 Students, parents, and staff shall be notified when chemicals for IPM are going to be used. The
25 school IPM shall include strategies to prevent the spread of pests.

26
27 The facility manager, superintendent or other staff approved by the superintendent shall,
28 whenever practical, ensure the use of nonchemical methods to control pests, including
29 proper sanitation practices, structural repair, and window screens.

30
31 Pesticide Application Notification

32
33 Except as otherwise provided in this policy, the District shall notify parents or guardians of
34 students of the application of a pesticide to an area of the school that is used by or is accessible
35 to students least 24 hours before the application. The notification shall state the following:

- 36
37 (a) A description of the area where the pesticide will be applied;
38 (b) The date and approximate time of application;
39 (c) The common or brand name of each pesticide to be used;
40 (d) The targeted pests to be controlled by the pesticide;
41 (e) Each active ingredient in the pesticide;
42 (f) The EPA registration number;
43 (g) The telephone contact number, if any, on the label of the pesticide for additional
44 information about each pesticide; and
45 (h) A contact name and telephone number at the school.
46 (i) If the application will be outdoors, the notification shall also include three dates in
47 chronological order in case the preceding date is canceled due to weather.
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6 During the school year, the notification required by this policy shall be made by individual
7 notice delivered by phone, face-to-face oral communication, electronic mail, postal mail,
8 or facsimile. The Board of Trustees authorizes the superintendent or other staff approved
9 by the superintendent to develop a registration system to provide this notification only to
10 those parents who wish to receive the notification. The registration shall provide written
11 notice to the parents or guardians of the student at the beginning of the school year, or
12 upon a child's enrollment, that pesticides may be used in or around the school. The
13 administrator shall develop methods to permit each parent or guardian how to register to
14 be notified at least 24 hours before a pesticide treatment.

15
16 If pesticides are used outside the school year and the school is open or to be accessible by the
17 public, the notification required shall be prominently posted in a conspicuous location on the
18 school premises at least 24 hours before the pesticide application is scheduled to occur.

19
20 Immediately before starting the application of a pesticide, the certified applicator shall post in
21 the area of the school where the pesticide is to be applied, a sign 8.5x11-inch in size, or
22 greater. Fonts shall be no smaller than 26 point (one-fourth inch). The administrator shall
23 ensure the sign remains posted and students are kept out of the treated area until the reentry
24 interval on the label, if any, has expired, or, if the label does not specify a reentry interval, for
25 at least 24 hours.

26

27 Emergency Pesticide Application

28

29 The superintendent or other staff approved by the superintendent may authorize an immediate
30 pesticide treatment without prior notification if the superintendent determines an emergency
31 exists. An emergency includes an immediate and unanticipated threat to the health and safety
32 of the individuals at the school. If a school administrator authorizes an emergency pesticide
33 application all the information that is required in a notice under this policy shall be included
34 in the record maintained as required by this policy

35

36 Exceptions to the Notice Requirements

37

38 The following pesticide applications are not subject to the notification or posting
39 requirements of this rule:

40

- 41 (a) Applications of antimicrobial pesticides;
- 42 (b) An application where the school remains unoccupied for a continuous 72- hour
- 43 period following the application of the pesticide;
- 44 (c) Applications of rodenticides in tamper-resistant bait stations or in areas
- 45 inaccessible to students; and
- 46 (d) Applications of silica gels and other ready-to-use pastes, foams, or gels that will
- 47 be used in areas inaccessible to students.

48

49

50

Record Keeping

The superintendent or other staff approved by the superintendent shall keep records of pesticide applications subject to the notification and posting requirements of this rule. Records shall include:

- (a) A copy of each notice issued;
- (b) The date of application;
- (c) The name and employer of the individual who applied the pesticide, including the individual's certification number;
- (d) The rate of application;
- (e) The concentration of the pesticide applied; and
- (f) The total amount of pesticide used.

Records shall be kept for at least five years and shall be made available to the local health authority, DPHHS, or the public for review upon request.

Legal Reference: 37.111.846, ARM Noxious Plant and Animal Control
10.55.701(s), ARM Board of Trustees

Policy History:

Adopted on:

Reviewed on:

Revised on:

4
5 Facility Cleaning and Maintenance

6
7 District personnel shall routinely both clean by removing germs, dirt and impurities and, when
8 necessary, disinfect by using chemicals to kill germs on all surfaces and objects in any school
9 building and on school property that are frequently touched. This process shall include cleaning
10 objects/surfaces not ordinarily cleaned daily.

11
12 Personnel shall clean with the cleaners typically used and will use all cleaning products
13 according to the directions on the label. When necessary, personnel shall disinfect with common
14 EPA-registered household disinfectants. Personnel shall follow the manufacturer's instructions
15 for all cleaning and disinfection products.

16
17 When necessary, the District shall provide EPA-registered disposable wipes to teachers, staff,
18 and secondary students so that commonly used surfaces (e.g., keyboards, desks, remote controls)
19 can be wiped down before use. The superintendent or other staff approved by the superintendent
20 are required to ensure adequate supplies to support cleaning and disinfection practices.
21 Specifically, the District shall comply with the following cleaning and maintenance
22 requirements:

- 23
24 (a) Daily cleaning and maintenance services will be provided whenever the school is in
25 use.
26 (b) Each janitor room will be kept clean, ventilated, lockable, and free from odors.
27 (c) Soiled mop heads will be changed frequently, using laundered replacements.
28 (d) Toilets, lavatories, and showers will not be used for washing and rinsing of mops,
29 brooms, brushes, or any other cleaning device.
30 (e) Cleaners used in cleaning showers, lavatories, urinals, toilet bowls, toilet seats, and
31 floors will contain fungicides or germicides.
32 (f) Deodorizers and odor-masking agents will not be used
33 (g) Toilet bowl brushes, mops and sponges will be used only for cleaning toilet bowls and
34 urinals and will be stored separately from other cleaning devices. Cleaning devices
35 used for lavatories and showers may not be used for any other purposes.
36 (h) Dry dust mops and dry dust cloths for cleaning purposes are prohibited, except for use
37 on gymnasium floors. Only treated mops, wet mops, treated cloths, moist cloths or
38 other means approved by the DPHSS or local health authority which will not spread
39 soil from one place to another may be used for dusting and cleaning, with the
40 exception of gymnasium floors.
41 (i) All furnishings, fixtures, floors, walls, and ceilings will be clean and in good repair
42 as outlined in this Policy.
43 (j) Cleaning compounds and pesticides will be stored, used, and disposed of in
44 accordance with the manufacturer's instructions.
45 (k) Safety data sheets will be kept with all cleaning supplies in the area where the
46 cleaning supplies are located.
47 (l) As current non-green cleaning supplies are depleted it is recommended that they are

- replaced with cleaning products that are "Green Products."
- (m) All cleaning supplies need to have an EPA registration number, a "use by" reading letter, be stored with approved ventilation, and stored out of the reach of students.
 - (n) All vomit, blood, and fecal matter including diarrhea will be cleaned using appropriate personal protective equipment. Cleaning supplies and personal protective equipment used for vomit, blood, and fecal matter clean-up will be disposed in accordance with disposal of medical equipment in Policy 3416, if applicable. All affected areas will be disinfected in accordance with this Policy.
 - (o) All therapeutic whirlpools will be constructed and maintained for easy cleaning. Whirlpools will be drained and sanitized after each use. Individuals with open sores or infections are prohibited from using therapeutic whirlpools.

Assigned Cleaning and Disinfecting

Personnel shall evaluate and identify surfaces and objects to be cleaned and disinfected in accordance with their knowledge, experience, and applicable guidance from federal, state, tribal, and local health officials. Personnel shall have access to or the opportunity to access the latest available guidance upon request to their supervisor.

Personnel shall coordinate with colleagues and supervisors to develop a plan, schedule, and routine to regularly clean identified surfaces and objects. Personnel shall honor this plan, schedule, and routine until adjusted. Reasons for adjustment may include but are not limited to change in school schedule, absence of colleagues, availability of equipment and supplies, and federal, state, tribal or local health directives and guidance. If adjustment is necessary, personnel shall again coordinate with colleagues and supervisors to improve the plan, schedule, and routine. Personnel shall solicit and accept perspectives from colleagues and other school officials when considering improvements to the plan.

Personnel shall prioritize cleaning frequently touched and indoor surfaces. Hard and non-porous surfaces and objects that are touched daily shall be the top priority for cleaning on a daily basis. Hard and non-porous surfaces and objects that are not indoors or have not been occupied for seven days shall be routinely cleaned. Personnel shall always use chemicals, products, and substances in a manner consistent with the applicable instructions.

Personnel shall thoroughly clean or launder soft, porous, or fabric-based materials as permitted by location and substance. During evaluation and identification of surfaces, personnel shall consider removing soft and porous materials in high traffic areas that may increase risk of exposure.

Personnel shall establish and maintain safe work practices in accordance with these procedures and School District policy in order to reduce the risk of exposure. If disinfection of any surface

or item is necessary, disinfection shall occur in accordance with stated guidance and substance instructions.

Physical Barriers and Guides

Personnel shall review school buildings and identify areas where installation of physical barriers, such as sneeze guards and partitions, shall assist or protect students and staff. Personnel shall coordinate with building or district administrators to complete or install any identified physical barrier.

Legal References: 37.111.841, ARM Cleaning and Maintenance
10.55.701(s), ARM Board of Trustees

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 **Culbertson School District**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8410

Page 1 of 3

4
5 Operation and Maintenance of District Facilities

6
7 Inspections

8
9 The District seeks to maintain and operate facilities in a safe and healthful condition. The
10 facilities manager, in cooperation with principals, fire chief, and county sanitarian, shall
11 ~~periodically~~ annually inspect plant and facilities ~~or as necessary~~. The facilities manager shall
12 develop a program to maintain the District physical plant by way of a continuous program of
13 repair, maintenance, and reconditioning. Budget recommendations shall be made each year to
14 meet these needs and any such needs arising from an emergency.

15
16 The facilities manager shall formulate and implement energy conservation measures. Principals
17 and staff are encouraged to exercise other cost-saving procedures in order to conserve District
18 resources in their buildings.

19
20 The District shall permit representatives of DPHHS or local health authority to enter any
21 school at any reasonable time for the purpose of making inspections to determine compliance
22 with applicable regulations. DPHHS or local health authority may determine that special
23 circumstances or local conditions warrant inspections with greater or less frequency. Upon
24 receiving a complaint, the local health authority may determine if more inspections are
25 necessary.

26
27 Inspections of school facilities shall be done using forms approved by the DPHSS. Inspection
28 records shall be kept on file at the school for at least three years from the time of inspection.
29 Following each inspection, representatives of the DPHHS or local health authority shall give the
30 school administration a copy of an inspection report which notes any deficiencies and sets a time
31 schedule for compliance. The report shall document deficiencies.

32
33 The District shall comply with the Building and Fire Safety Codes administered by the State
34 Building Codes Division and the State Fire Marshal or by local building officials.

35
36 Laundry Facilities

37
38 Laundries operated in conjunction with or utilized by the District shall be provided with:

- 39
40 (a) a mechanical washer and hot air tumble dryer. Manual washing and line drying of
41 towels and other laundry items is prohibited. Dryers shall be properly vented to
42 prevent maintenance problems and buildup of moisture.
43 (b) a hot water supply system capable of supplying water at a temperature of 120°F to
44 the washer during all periods of use.
45 (c) sufficient separation between the area used for sorting and storing soiled laundry
46

and the area used for folding and storing clean laundry to prevent the possibility of cross-contamination.

(d) separate carts for transporting soiled and clean laundry.

(e) handwashing facilities including sink, soap, and disposable towels. A soak sink may double as a handwashing sink.

Towels and other laundry items shall be machine washed at a minimum temperature of 120°F for a minimum time of ten minutes and dried to greater or equal to 130°F for ten minutes in a hot air tumble dryer.

Solid Waste and Recycling

In order to ensure that solid waste, including recycling material, is safely stored and disposed of, the School District shall:

(a) store all solid waste between collections in containers which have lids, are corrosion-resistant, and are constructed to minimize pest attraction and harborage;

(b) clean all solid waste containers with sufficient frequency to maintain them in a condition which minimizes pest attraction;

(c) for exterior containers other than dumpsters or compactors, utilize stands which prevent the containers from being tipped, protect them from deterioration, and allow easy cleaning below and around them. Further, dumpsters or compactors shall be located on or above a smooth surface of non-absorbent material, such as concrete or asphalt, that is maintained in clean and good condition;

(d) transport, or utilize a private or municipal hauler to transport, the solid waste at least weekly to a landfill site approved by the DEQ in a covered vehicle or covered containers.

Physical Requirements

The School District shall comply with the following physical requirements:

(a) Floors, walls, and ceilings in toilet, locker, and shower rooms, laundries, janitorial closets, and similar rooms subject to large amounts of moisture shall be maintained in a smooth and non-absorbent condition. Non-absorbent, non-skid floor matting may be used where appropriate to prevent injury.

(b) Adequate coat/jacket and book storage for each student shall be provided;

(c) Livestock and poultry shall be located more than 50 feet from food service areas, offices, or classrooms except those offices and classrooms associated with animal husbandry activities or other demonstrations as approved by the school administration. In classrooms, offices, or food service areas where livestock and poultry are approved by the administrator, animals shall not have contact with

eating or serving surfaces.

Legal Reference:	10.55.908, ARM	School Facilities
	<u>37.111.834, ARM</u>	<u>Solid Waste</u>
	<u>37.111.840, ARM</u>	<u>Laundry Facilities</u>
	<u>37.111.811, ARM</u>	<u>Physical Requirements</u>
	<u>37.111.810, ARM</u>	<u>Inspections</u>
	<u>10.55.701(s), ARM</u>	<u>Board of Trustees</u>
	<u>10.55.701(l), ARM</u>	<u>Board of Trustees</u>

Policy History:

Adopted on:

Reviewed on:

Revised on:

NONINSTRUCTIONAL OPERATIONS

8411

Water Supply Systems and Wastewater

The District shall ensure an adequate and potable supply of water for school buildings and properties by either:

- (a) connecting to a compliant public water supply system; or
- (b) utilizing a non-public system whose construction and use meet the standards published by DPHHS if the school is not utilized by more than 25 persons daily at least 60 days out of the calendar year, including staff and students, and a compliant public water supply system is not accessible. When using a system outlined in this subsection (b) a school shall submit a water sample at least quarterly to a laboratory licensed by the DPHHS to perform microbiological analysis of the water supplied in order to determine that the water does not exceed the maximum microbiological contaminant levels acceptable to DPHHS.

A water supply system of a type other than described in subsections (a) or (b) may be utilized only if it is designed by a professional engineer and offers equivalent sanitary protection as determined by DPHHS or local health authority. When using a system outlined in this paragraph, the District shall submit a water sample at least quarterly to a laboratory licensed by DPHHS to perform microbiological analysis of the water supplied in order to determine that the water does not exceed the maximum microbiological contaminant levels acceptable to DPPHS, DEQ, or local health authority.

The District shall replace or repair the water supply system serving it whenever the water supply:

- (a) contains microbiological contaminants in excess of the maximum levels acceptable to DPPHS, DEQ, or local health authority.
- (b) does not have the capacity to provide adequate water for drinking, cooking, personal hygiene, laundry, and water-carried waste disposal.

If the District cannot make water under pressure available, the drinking water from an approved source shall be stored in a clean and sanitized container having a tight-fitting lid and a suitable faucet apparatus for filling individual cups. In this situation, single service drinking cups shall be provided.

Flushing and Testing

The District shall review water systems and features including but not limited to sink faucets, drinking fountains, decorative fountains to ensure they are safe to use after a prolonged facility shutdown. Drinking fountains shall be regularly cleaned and sanitized. The District shall create and implement a flushing program unless it meets the established waiver requirements

established by DEQ. Flushing shall be required following any period of time during which the school is inactive.

The District shall maintain a schematic and inventory of fixtures in accordance with DEQ protocols as part of the District's water testing program. The District shall sample all water fountains and sinks used for food preparation. All other potential human consumption fixtures shall be sampled, unless the District receives approval for a testing plan from DEQ to test a representative sample of potential fixtures in the school in accordance with DEQ protocols. All samples shall be analyzed by a Montana certified lab using EPA-approved standard drinking water methods for the detection and quantification of lead. All test results will be considered public records.

Wastewater

The District shall ensure wastewater is completely and safely disposed of by:

- (a) connecting to a compliant public wastewater system; or
- (b) if the school is not utilized by more than 25 persons daily at least 60 days out of the calendar year, including staff and students, and a compliant public wastewater system is not available, utilizing a non-public system whose construction and use meet DEQ construction and operation standards.

If the District uses pit privies, the privies shall be operated and maintained in compliance with the standards specified in DEQ Circular-4. If the District uses a wastewater system design of a type other than described in this policy, it shall be designed by a professional engineer and offers equivalent sanitary protection as determined by the DPPHS, DEQ, or local health authority.

Legal References: 37.111.832, ARM Water Supply System
ARM Title 17, chapter 38, subchapter 1
17.38.207, ARM Maximum Microbiological Containment Levels
DEQ Circular FCS 1-2016.
DEQ Circular 4
10.55.701(s), ARM Board of Trustees
10.55.701(l), ARM Board of Trustees
10.55.701(q), ARM Board of Trustees

Policy History:

Adopted on:

Reviewed on:

Revised on:

4
5 Lead Renovation

6
7 In accordance with the requirements of the Environmental Protection Agency (EPA), the District
8 has this Lead Renovation Policy that is designed to recognize, control and mitigate lead hazards
9 at all District owned facilities and grounds.

10
11 The Lead-based paint renovation, repair and painting program (RRP) is a federal regulatory
12 program affecting contractors, property managers, and others who disturb painted surfaces. It
13 applies to child-occupied facilities such as schools and day-care centers built prior to 1978.

14
15 “Renovation” is broadly defined as any activity that disturbs painted surfaces and includes most
16 repair, remodeling, and maintenance activities, including window replacement.

17
18 The District has implemented this policy to identify, inspect, control, maintain and improve the
19 handling of lead related issues across the district facilities and grounds. In an effort to reduce
20 potential hazards, the District through training has put together maintenance programs that will
21 not only better protect the environment, but the students and employees of the District as well.

22
23 The District’s Lead Renovation Policy shall apply too not only employees of the maintenance
24 department but to outside contractors as well. No outside painting contractor will be permitted to
25 work for the District after April 22, 2010 unless they can show proof of training relative to lead
26 renovation or maintenance from an accredited training institution.

27
28 Information Distribution Requirements

29
30 No more than 60 days before beginning renovation activities in any school facility of the District,
31 the company performing the renovation must:

- 32 1. Provide the Superintendent with EPA pamphlet titled *Renovate Right: Important Lead*
33 *Hazard Information for Families, Child Care Providers and Schools*.
34 2. Obtain, from the District, a written acknowledgement that the District has received the
35 pamphlet.
36 3. Provide the parents and guardians of children using the facility with the pamphlet and
37 information describing the general nature and locations of the renovation and the
38 anticipated completion date by complying with one of the following:
39 (i) Mail or hand-deliver the pamphlet and the renovation information to each parent or
40 guardian of a child using the child-occupied facility. The School District will also include
41 information about how parents and guardians may choose to receive the pamphlet via email
42 in a consent and enrollment form.
43 (ii) While the renovation is ongoing, post informational signs describing the general nature
44 and locations of the renovation and the anticipated completion date. These signs must be
45 posted in areas where they can be seen by the parents or guardians of the children
46 frequenting the child-occupied facility. The signs must

1
2 be accompanied by a posted copy of the pamphlet or information on how interested parents
3 or guardians can review a copy of the pamphlet or obtain a copy from the renovation firm at
4 no cost to the parents or guardians.

- 5 4. The renovation company must prepare, sign, and date a statement describing the steps
6 performed to notify all parents and guardians of the intended renovation activities and to
7 provide the pamphlet.

8
9 Recordkeeping Requirements *

10
11 All documents must be retained for three (3) years following the completion of a renovation.

- 12 • Records that must be retained include:
13 • Reports certifying that lead-based paint is not present.
14 • Records relating to the distribution of the lead pamphlet.
15 • Documentation of compliance with the requirements of the Lead-Based Paint
16 Renovation, Repair, and Painting Program.

17
18 **Note: The MTSBA recommends that districts follow the same record retention schedule as they*
19 *do for Asbestos abatement (forever).*

20
21 Legal Reference: 40 CFR Part 745, Subpart E Lead-based paint poisoning in certain
22 residential structures
23 15 U.S.C. 2682 and 2886 Toxic Substances Control Act, Sections
24 402 and 406
25

26 Policy History:

27 Adopted on:

28 Reviewed on:

29 Revised on:

4
5 Construction and Repairs

6
7 Before commencing new school construction or repairs, the District shall submit plans for
8 construction of a new school or an addition to or an alteration of an existing school to DPHHS or
9 the local health authority for review and approval. Plans shall include the following where
10 applicable:
11

- 12 (a) Location and detail of classrooms used for science or science laboratories, consumer
13 science, art classrooms, art supply rooms, mechanic/carpentry, and industrial arts,
14 including location and ventilation detail of lockable storage area of chemicals and
15 other hazardous products;
- 16 (b) Location and detail of janitorial facilities;
- 17 (c) Specifications for the sewage treatment and disposal system to serve the school unless
18 previously approved;
- 19 (d) Specifications for the water supply to serve the school unless previously approved;
- 20 (e) Locations for all emergency eyewash and shower stations, which shall
21 meet the American National Standard for Emergency Eyewash and Shower
22 Equipment;
- 23 (f) Location and detail of laundry facilities including description of equipment
24 and a flow chart indicating the route of laundry through sorting, washing,
25 drying, ironing, folding, and storage;
- 26 (g) Specifications for the final finishes of floors, walls and ceilings in toilet,
27 locker and shower rooms, laundries, and janitorial closets;
- 28 (h) Statement from the designer of the facilities that lighting capable of meeting the
29 minimum requirements of ARM 37.111.830 will be provided;
- 30 (i) Location and detail of the solid waste storage facilities;
- 31 (j) name of DEQ-approved sanitary landfill which will receive solid waste from the
32 school;
- 33 (k) Specifications for a food service to serve the school unless the food service has
34 been previously approved by the DPHHS and/or local health authority;
- 35 (l) Any other information requested by the DPHHS or local health authority
36 relating to the health, sanitation, safety, and physical well-being of the teachers,
37 staff, and students;
- 38 (m) Specifications for any new or modified playground equipment, which shall comply with
39 the standards of the United States Consumer Product Safety Commission's 2010
40 Handbook for Public Playground Safety and the requirements of the 2010 ADA
41 Standards for Accessible Design;
- 42 (n) Specifications for any new or modified air intakes;
- 43 (o) Specifications for any radon-resistant technique used in the building process;
- 44 (p) Documentation reflecting how the topography of the site will permit good drainage
45 of surface water away from the school building to eliminate significant areas of
46 standing water and infiltration of surface water into the school building;.
- 47 (q) Specifications showing all chemical storage areas in new construction will be
48 constructed to maintain negative air pressure to eliminate contamination of the
49 school's indoor air quality by being vented to the outside of the building;

- (r) Specifications showing gas supply lines serving science laboratories, consumer science, industrial arts, and other rooms utilizing multiple outlets will have a master shut-off valve that is readily accessible to the instructor or instructors-in-charge without leaving the classroom or storage area;
- (s) Specifications showing industrial arts classrooms or buildings and other rooms using electrically will operated instruction equipment which presents a significant safety hazard to the student utilizing such equipment shall be supplied with a master electric switch readily accessible to the instructor or instructors-in-charge without leaving the classroom or storage area.
- (t) Specifications showing that janitorial storage spaces will be lockable, have sufficient storage are for equipment and chemicals; and be vented to the outside of the building.
- (u) Specifications showing that hot and cold water shall be provided to handwashing sinks and shower facilities. Hot water shall not be below 100° F nor exceed a temperature of 120°F.
- (v) Documentation showing DPHHS the use of radon prevention strategies in new construction.

The District shall not commence construction may not commence until all plans required by this policy been approved by DPPHS or the local health authority. Construction shall be in accordance with the plans as approved unless permission is granted in writing by the DPHHS or the local health authority to make changes.

Change of Use in Existing Building

The District shall not use an existing building not currently utilized as a school without the prior approval of the DPHHS or the local health authority. The District shall comply with this policy when modifying a building in order to be utilized as a school.

The District is authorized to use of modular or mobile buildings in response to temporary or permanent closure of the existing school facility, segments thereof, or classroom overflow when plans are submitted and approved by DPHHS or the local health authority.

Legal Reference:	Section 50-1-206, MCA	50-1-203, 50-1-206, MCA
	37.111.804, ARM	Preconstruction Review
	37.111.805, ARM	Existing Building – Change of Use
	10.55.701(s), ARM	Board of Trustees
	10.55.701(l), ARM	Board of Trustees

Policy History:

Adopted on:

Reviewed on:

Revised on:

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

MEETING DATE: 7-13-2021

AGENDA ITEM #: 32

AGENDA TITLE: ESSER III Grant Priorities

SUMMARY: Attached please find a template that is recommended by OPI. OPI is interested in three (3) School District Identified Priorities on the grant application.

Lora and I might recommend considering the following options:

1. Hiring additional teachers in Kindergarten, 2nd grade, 3rd grade, 4th grade, 5th grade, and junior high to reduce class size and increase social distancing.
2. Purchase additional technology hardware (SmartBoards and chromebooks) and software (Microsoft Office 365 and Accellus site licenses) to enhance technology and increase technology opportunities to students that might be in need of additional resources due to learning loss during the pandemic.
3. Purchase additional equipment (tables, chairs, desks) in the new classrooms that will be split to reduce class size and increase social distancing.
4. Purchase a Kaivac machine to assist in sterilization of classrooms, restrooms, and hallways to prevent and/or reduce the spread of COVID.
5. Replace CAT4 cable with CAT6 cable to increase speed of computers and the network.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Bergum					
Colvin					
Walker					



Default Question Block

Montana School District ARP ESSER Plans

Federal Requirement

The US Department of Education (USED) required the OPI to establish a process for district plans consistent with the ARP ESSER requirements for the use of ARP ESSER funds and ensure plans be made available to the public, within no later than 90 days after a district received its ARP ESSER allocation (August 24, 2021). The requirements for the school district plans include, at a minimum, how districts will:

1. use funds to implement prevention and mitigation strategies;
2. use the funds totaling not less than 20% to address lost instructional time;
3. spend its remaining 80% of ARP ESSER funds;
4. respond to needs of student disproportionately affected by the pandemic; and
5. meaningfully engage with and consult stakeholders in crafting their plans.

Each of these federally required components are embedded into this school district ARP ESSER plan.

In addition, the USED requires the OPI to support and monitor each school district's use of ARP ESSER funds, including:

- i. implementation of evidence-based interventions;
- ii. address the student groups specifically that were disproportionately impacted by the pandemic; and
- iii. identify, reengage, and support students who have experienced the impact of lost instructional time.

The plan will provide the information necessary for the OPI to support and monitor school districts as they move forward.

State Components

Throughout this school district ARP ESSER plan, the OPI has emphasized local control and coordination of state initiatives and requirements so that school districts can identify

and innovate solutions for unique local needs and priorities. These components are embedded in the school district ARP ESSER plan. Additionally, the OPI will seek flexibility from the Board of Public Education to use the Goals section of this plan in place of the Continuous School Improvement Plan (CSIP).

This template will guide the development of the school district's (LEA's) ARP ESSER plan. The template sections are as follows:

1. School District-Identified Priorities
2. Meaningful Consultation
3. Goals
4. Coordinating Funds
5. Creating Safe and Healthy Learning Environment
6. Addressing Lost Instructional Time
7. Supporting the Educator Workforce
8. Monitoring and Measuring Impact of ARP ESSER funds

Prior to beginning your school district ARP ESSER plan, consider the following:

- Has your district and/or individual schools within the district completed a Gap Analysis to assist in identifying the top needs due to Covid 19? If no, click on [Gap Analysis](#).
- What kinds of data assisted you in identifying the gaps?
- What were the needs you identified in your subgroups?
- Did you meet with all stakeholders to get input on needs and possible solutions to formulate a plan for the funds? (Parents, Students, Teachers, Staff, Community Members, Tribal Members, School Board, etc...) If not, how will you make this happen prior to creating your plan?

Instructions for completing your school district ARP ESSER plan

- When you reach a stopping point, click Next to save your work. Return anytime before August 24 to finish your submission.
- When you're ready, click Submit at the end of the plan.
- After you click Submit, your responses will display in a PDF file. Download the PDF file.
- Upload the PDF file of your responses to your district's webpage.

Note: The option to edit is no longer available once the plan is submitted by clicking the Submit button. If you click Submit and then determine later that you need to make changes, contact OPITeams@mt.gov.

While completing your school district ARP ESSER plan, consider the following:

- What would you like to achieve before the funding ends in September of 2024?
- What goals will need to be established in order to get there?
- You may need to leave and come back to this form as you formulate your plan.
- You will still need to complete the eGrants application for ESSER III that is due September 1, 2021. It is important that your school district ARP ESSER plan aligns with the budget amounts reported in eGrants.

Resources to help with completing your plan

- [Curriculum Selection](#)
- [Acceleration Guidance](#)
- [ESSA Tiers of Evidence](#)
- [Gap Analysis Tool](#)
- [U.S. Department of Education FAQ - ESSER/GEERS](#)
- [FAQ's of Maintenance of Equity Requirements](#)
- [Montana Office of Public Instruction ESSER website](#)
- [SEL Priorities](#)

Next Steps:

- The OPI will confirm your submission via the email you provide at the start of your plan.
- The OPI will reach out with questions and support as needed.
- Districts will need to set up their own monitoring which needs to be paired with implementation.
- Districts will be able to answer these same question every 6 months. The OPI created this temporary form as a means to meet the federal timelines; it will be put in a more permanent location where you can access and update your plan.
- The OPI will use this form to collect best practices to share with other districts.

Block 2

Please choose your county and district from the dropdown.

County

District

Who is submitting this form?

Please indicate your role in the district.

- ☐ District-level Administrator
- ☐ Principal
- ☐ Other (Please identify your role in the box below.)

What is your official school district email address?

What is your school district phone number?

Block 8**1. School District-Identified Priorities**

Please provide the top priorities the school district has determined as the most pressing needs for students and schools within the school district as a result or in response to the COVID-19 pandemic. You may elect between 1-3 priorities by checking the box and providing the text response.

☐ Priority 1

☐ Priority 2

☐ Priority 3

When you identified each of your district's priorities, what data points did you use? Please list any and all data sources, such as attendance, interim assessments, surveys, etc.

Please indicate which of the following student groups specifically referenced in ARP ESSER were more affected than others in your district. Choose all that apply.

- ☐ Economically Disadvantaged (Free and Reduced Lunch)
- ☐ White
- ☐ Black or African American
- ☐ American Indian or Alaska Native
- ☐ Multi-Racial
- ☐ Migrant
- ☐ Homeless
- ☐ Foster Youth
- ☐ Children with Disabilities
- ☐ Male
- ☐ Female
- ☐ English Language Learners

☐ Other (please identify in the box below)

Block 9

2. Meaningful Consultation

ARP ESSER requires school districts to consult with a wide variety of stakeholders when developing a plan. Please select all of the following groups of stakeholders your district consulted and/or plans to consult.

- ☐ Parents
- ☐ Students
- ☐ Teachers
- ☐ Staff
- ☐ Tribal governments
- ☐ Local bargaining units
- ☐ Educational advocacy organizations
- ☐ County health departments
- ☐ Community members
- ☐ Other (please identify in the box below)

What method(s) did you use to seek stakeholder input? Choose all that apply.

- ☐ Webinars
- ☐ Public meetings
- ☐ Website
- ☐ Media
- ☐ Social media
- ☐ Email
- ☐ Other (please identify in the box below)

Block 1

3. Goals

Goal Action Plan:

Please define your Math goal, English Language Arts (ELA) goal, and other goal, based on the priorities you identified.

Explain what instruments or methods will be used to monitor the progress of the goals and determine if the goals are met. Click the box and provide the text response for each applicable box.

☐ Math Goal

☐ ELA Goal

☐ Other Goal (For example, SEL, Mental Health, Graduation Rates, Recruitment/Retention, Professional Development, Community and Family Engagement, etc.)

Goal Action Plan, Part 2:

Identify what strategies/action steps will be used to support the achievement of the goals.

Describe a realistic and achievable timeline to achieve the goals.

Identify who is responsible to ensure the strategies/action steps are achieved.

Click the box and provide the text response for each applicable box.

- ☐ Math Goal Strategies, Actions, Timelines, and Assignments

- ☐ ELA Goal Strategies, Actions, Timelines, and Assignments

- ☐ Other Goal (For example, SEL, Mental Health, Graduation Rates, Recruitment/Retention, Professional Development, Community and Family Engagement, etc.) Strategies, Actions, Timelines, and Assignments

For which of the following student groups do you have a distinct Math goal? Choose all that apply.

- ☐ American Indian or Alaska Native
- ☐ Black or African American
- ☐ Hispanic
- ☐ MultiRacial
- ☐ White
- ☐ Free and Reduced Lunch
- ☐ Homeless
- ☐ Students with Disabilities
- ☐ None

For which of the following student groups do you have a distinct English Language Arts (ELA) goal? Choose all that apply.

- ☐ American Indian or Alaska Native
- ☐ Black or African American
- ☐ Hispanic
- ☐ MultiRacial
- ☐ White
- ☐ Free and Reduced Lunch
- ☐ Homeless
- ☐ Students with Disabilities
- ☐ None

For which of the following student groups do you have a distinct goal other than Math or ELA? Choose all that apply.

- ☐ American Indian or Alaska Native
- ☐ Black or African American
- ☐ Hispanic
- ☐ MultiRacial
- ☐ White
- ☐ Free and Reduced Lunch
- ☐ Homeless
- ☐ Students with Disabilities

☐ None

Describe your Math goal for each identified student group.

Describe your ELA goal for each identified student group.

Describe your Other goal for each identified student group.

If you are planning to develop or use approaches that are novel to achieve your Math, ELA, or other goal, would you be willing to have the OPI share your approaches with state and federal entities? If so, please briefly describe your innovation below.

Block 13

4. Coordinating Funds

Identify other federal funding that you are coordinating with ARP ESSER funds to most effectively use funds to address student needs.

Did you coordinate ARP ESSER funds with other federal funds to address student needs?

- ☐ Yes
- ☐ No

Please select each type of federal funding you are coordinating with ARP ESSER funds to most effectively use funds to address student needs.

- ☐ Title I, Part A of the ESEA (Improving Basic Programs Operated by LEAs)
- ☐ Title I, Part A-section 1003 school improvement (Comprehensive and Targeted Supports)
- ☐ Title I, Part C of the ESEA (Education of Migratory Children)
- ☐ Title I, Part D, Subpart 1 of the ESEA (Prevention and Intervention Programs for Children and Youth Who Are Neglected, Delinquent, or At Risk)
- ☐ Title II, Part A of the ESEA (Supporting Effective Instruction)
- ☐ Title III, Part A of the ESEA (English Language Acquisition, Language Enhancement, and Academic Achievement)
- ☐ Title IV, Part A of the ESEA (Student Support and Academic Enrichment Grants)
- ☐ Title IV, Part B of the ESEA (21st Century Community Learning Centers)
- ☐ Title V, Part B, Subpart 2 of the ESEA (Rural and Low-Income School Program)
- ☐ McKinney-Vento Education for Homeless Children and Youth Program and section 2001(b)(1) of the ARP Act
- ☐ Carl D. Perkins Act Career and Technical Education Act
- ☐ IDEA, Part B (Excess costs of providing FAPE)
- ☐ IDEA, Part B (Coordinated Early Intervening Services)
- ☐ Workforce Innovation and Opportunity Act

Block 10

5. Creating Safe and Healthy Learning Environments

Determine if ARP funds will be used to **implement prevention and mitigation strategies**, to the greatest extent practicable, in order to continuously operate schools for in-person learning.

If you are planning to use ARP ESSER funds for prevention and/or mitigation strategies, please select the evidence-based practices below and/or describe an additional practice in the Other box.

- ☐ Mental health supports
- ☐ Social emotional learning
- ☐ Academic support
- ☐ Extended learning/enrichment
- ☐ Hiring new staff and avoiding layoffs
- ☐ Meeting the nutritional needs of underserved students.
- ☐ Locating absent students and re-engaging disconnected youth
- ☐ Providing safe, healthy, inclusive learning environments.
- ☐ Activities to address the unique needs of at-risk populations.
- ☐ Developing and implementing procedures and systems to improve the preparedness and response efforts
- ☐ Training and professional development for staff of the local educational agency on sanitation and minimizing the spread of infectious diseases
- ☐ Purchasing supplies to sanitize and clean the facilities
- ☐ Planning for, coordinating, and implementing activities during long-term closures, including providing meals to eligible students, providing technology for online learning to all students, providing guidance for carrying out requirements under the Individuals with Disabilities Education Act and ensuring other educational services can continue to be provided consistent with all Federal, State, and local requirements.
- ☐ Purchasing educational technology (including hardware, software, and connectivity) that aids in regular and substantive educational interaction between students and their classroom instructors including low-income students and children with disabilities, which may include assistive technology or adaptive equipment.
- ☐ School facility repairs and improvements to enable operation of schools to reduce risk of virus transmission and exposure to environmental health hazards, and to support student health needs.
- ☐ Inspection, testing, maintenance, repair, replacement, and upgrade projects to improve the indoor air quality in school facilities, including mechanical and nonmechanical heating, ventilation, and air conditioning systems, filtering, purification and other air cleaning, fans, control systems, and window and door repair and replacement
- ☐ Other (please identify in the box below)

If you are planning to develop or use approaches that are novel to implement prevention and mitigation strategies, would you be willing to have the OPI share your approaches with state and federal entities? If so, please briefly describe your innovation below.

Block 10

6. Addressing Lost Instructional Time

Describe how the school district will use ARP ESSER funds it reserves under Section 2001(e)(1) of the ARP Act to **address lost instructional time** through the implementation of evidence-based interventions. The district must spend a minimum of 20% of ARP ESSER funds. The full implementation of the evidence-based interventions should be considered including personnel, materials, equipment, professional development, and expenses needed to meet the needs of students. Other evidenced-based practices may be utilized if the intervention meets one of the four tiers of evidence. Evidence-based practices may be found at [OPI's Multi-Tiered Systems of Support](#) page.

Block 7

How do you plan to spend the required 20% set-aside to address lost instructional time? Choose all evidence-based practices that apply.

- ☐ Extended learning time
- ☐ Tribal/community engagement
- ☐ Wraparound academic/health/social services
- ☐ SEL learning supports
- ☐ Evidenced-based curriculum
- ☐ Accelerating learning through instructional approaches: In-school acceleration-Certified educators provide support for students within the classroom and grade-level work, using high-quality instructional materials, instructional strategies, and formative assessments.
- ☐ Accelerating learning through instructional approaches: Tutoring program-High-dosage tutoring provided consistently by well-trained tutors or educators at least 3 days per week for at least 30 minutes at a time in groups of five or fewer students.
- ☐ Accelerating learning through instructional approaches: Out-of-school time programs-Identified students, needing additional support before, and after the regular school days, as well as on weekends, and during school breaks.

- ☐ Accelerating learning through instructional approaches: Summer learning and enrichment: Summer learning programs, camps, community partnerships, work-based learning or community service that provide high-quality instructional and are designed to meet the social and emotional needs of student through engaging and enriching experiences.
- ☐ Access to and effective use of technology
- ☐ Engaging families in digital learning training and effectively using technology and platforms
- ☐ Administering and using high-quality assessments that are valid and reliable, to accurately assess students' academic progress and assist educators in meeting students' academic needs, including through differentiating instruction
- ☐ Providing information and assistance to parents and families on how they can effectively support students
- ☐ Tracking student attendance and improving student engagement provided by the school
- ☐ Using data about students opportunity to learn indicators to help target resources and support
- ☐ Professional Learning Communities
- ☐ Access to advanced coursework, dual enrollment, work-place learning, and/or internships
- ☐ Career, Technical, and Agricultural Education expenses (approved under Perkins Act)
- ☐ Distance/Remote Learning: connectivity (hot spots, outfitting buildings/buses with WiFi, other wireless, internet service, etc.), devices (laptops, tablets, etc.), printing costs for learning packets, instructional resources/tools, hardware, software, subscriptions, licenses, assistive technology or adaptive equipment, online learning platforms/learning management systems, other distance/remote learning costs
- ☐ Other (please identify in the box below)

How do you plan to use the remaining 80% for the allowable uses of funds related to preventing, preparing for, and responding to COVID-19 as required by ESSER I, II, and III? See page 5 of the ARP ESSER Fact Sheet for more information. Choose all evidence-based practices that apply.

- ☐ Extended learning time
- ☐ Tribal/community engagement
- ☐ Wraparound academic/health/social services
- ☐ SEL learning supports
- ☐ Evidenced-based curriculum
- ☐ Accelerating learning through instructional approaches: In-school acceleration-Certified educators provide support for students within the classroom and grade-level work, using high-quality instructional materials, instructional strategies, and formative assessments.

- ☐ Accelerating learning through instructional approaches: Tutoring program-High-dosage tutoring provided consistently by well-trained tutors or educators at least 3 days per week for at least 30 minutes at a time in groups of five or fewer students.
- ☐ Accelerating learning through instructional approaches: Out-of-school time programs-Identified students, needing additional support before, and after the regular school days, as well as on weekends, and during school breaks.
- ☐ Accelerating learning through instructional approaches: Summer learning and enrichment: Summer learning programs, camps, community partnerships, work-based learning or community service that provide high-quality instructional and are designed to meet the social and emotional needs of student through engaging and enriching experiences.
- ☐ Access to and effective use of technology
- ☐ Engaging families in digital learning training and effectively using technology and platforms
- ☐ Administering and using high-quality assessments that are valid and reliable, to accurately assess students' academic progress and assist educators in meeting students' academic needs, including through differentiating instruction
- ☐ Providing information and assistance to parents and families on how they can effectively support students
- ☐ Tracking student attendance and improving student engagement provided by the school
- ☐ Using data about students opportunity to learn indicators to help target resources and support
- ☐ Professional Learning Communities
- ☐ Access to advanced coursework, dual enrollment, work-place learning, and/or internships
- ☐ Career, Technical, and Agricultural Education expenses (approved under Perkins Act)
- ☐ Distance/Remote Learning: connectivity (hot spots, outfitting buildings/buses with WiFi, other wireless, internet service, etc.), devices (laptops, tablets, etc.), printing costs for learning packets, instructional resources/tools, hardware, software, subscriptions, licenses, assistive technology or adaptive equipment, online learning platforms/learning management systems, other distance/remote learning costs
- ☐ Mental health supports
- ☐ Hiring new staff and avoiding layoffs
- ☐ Meeting the nutritional needs of underserved students
- ☐ Locating absent students and re-engaging disconnected youth
- ☐ Providing safe, healthy, inclusive learning environments
- ☐ Activities to address the unique needs of at-risk populations
- ☐ Developing and implementing procedures and systems to improve the preparedness and response efforts
- ☐ Training and professional development for staff of the local educational agency on sanitation and minimizing the spread of infectious diseases
- ☐ Purchasing supplies to sanitize and clean the facilities

- ☐ Planning for, coordinating, and implementing activities during long-term closures, including providing meals to eligible students, providing technology for online learning to all students, providing guidance for carrying out requirements under the Individuals with Disabilities Education Act and ensuring other educational services can continue to be provided consistent with all Federal, State, and local requirements.
- ☐ Purchasing educational technology (including hardware, software, and connectivity) that aids in regular and substantive educational interaction between students and their classroom instructors including low-income students and children with disabilities, which may include assistive technology or adaptive equipment.
- ☐ School facility repairs and improvements to enable operation of schools to reduce risk of virus transmission and exposure to environmental health hazards, and to support student health needs.
- ☐ Inspection, testing, maintenance, repair, replacement, and upgrade projects to improve the indoor air quality in school facilities, including mechanical and nonmechanical heating, ventilation, and air conditioning systems, filtering, purification and other air cleaning, fans, control systems, and window and door repair and replacement.
- ☐ Other (please identify in the box below)

If you are planning to develop or use approaches that are novel to address lost instructional time, would you be willing to have the OPI share your approaches with state and federal entities? If so, please briefly describe your innovation below.

Block 11

7. Supporting the Educator Workforce

Determine if ARP funds will be used to support and stabilize the educator workforce consistent with Section 2001 (e) (2) of the ARP Act.

How do you plan to use ARP funds to support and stabilize the educator workforce?
Choose all that apply.

- ☐ Cover costs of offsetting the need to furlough or reduce the salaries of school-based staff
- ☐ Cover costs of bonuses for recruiting and retaining educators and support personnel
- ☐ Additional pay for additional work
- ☐ Class-size reduction

- ☐ Technology to support learning: enable students to learn anywhere and teachers to teach essential standards
- ☐ Additional professional development for school leaders, teachers, and staff (trainings, extended professional development days, programs, etc.)
- ☐ Staffing additional physical and mental health support staff (counselors, social workers)
- ☐ Other (please identify in the box below)

Please provide the estimated number of jobs (FTEs) that have been or will be **created** by the school district through the district's planned use of ESSER III Funds.

Please provide the estimated number of jobs (FTEs) that have been or will be **retained** by the LEA through the LEA's planned use of ESSER III Funds.

If you are planning to develop or use approaches that are novel to support and stabilize the educator workforce, would you be willing to have the OPI share your approaches with state and federal entities? If so, please briefly describe your innovation below.

8. Monitoring and Measuring Impact of ARP ESSER funds

How will the District monitor the impact of the ARP ESSER funded interventions or strategies, including but not limited to the 20% set-aside, to respond effectively to the academic, social, emotional, and mental health needs of all students, and particularly those students disproportionately impacted?

Please indicate the type of data you are obtaining and using to monitor outcomes.

- ☐ Early Warning System
- ☐ Interim Formative Assessment
- ☐ Opportunities to Learn surveys
- ☐ Summative assessments
- ☐ Chronic absenteeism
- ☐ Student engagement
- ☐ Use of exclusionary discipline
- ☐ Advanced coursework
- ☐ Access to technology
- ☐ Educator PD on technology
- ☐ Access to and preparation of high-quality educators
- ☐ Access to mental health and nursing staff
- ☐ Student, parent, or educator surveys
- ☐ Per-pupil expenditures
- ☐ Classified and certified staff (numbers of positions or people)
- ☐ Summer, Afterschool, and ESY enrollment
- ☐ Health protocols
- ☐ Student enrollment by Mode of instruction
- ☐ Student attendance by Mode of Instruction
- ☐ Other (please identify in the box below)

Block 12

The OPI has created a way for the district respondents to return to this plan and edit it multiple times before submitting. You can return anytime before August 24 to finish your submission.

- When you're ready, click Submit at the end of the plan.
- After you click Submit, your responses will display in a PDF file. Download the PDF file.
- Upload the PDF file of your responses to your district's webpage.

Note: The option to edit is no longer available once the plan is submitted by clicking the Submit button. If you click Submit and then determine later that you need to make changes, contact OPITeams@mt.gov.

- This plan must be monitored continuously and updated every six months.
- The OPI will confirm your submission via the email you provide at the start of your plan.
- The OPI will reach out with questions and support as needed.

Thank you for your submission!

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

MEETING DATE: 7-13-2021

AGENDA ITEM #: 33

AGENDA TITLE: Audit Contract for 2022-2024

SUMMARY: Attached please find a three (3) year audit contact proposal from Ross Stalcup.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Bergum					
Colvin					
Walker					

DEPARTMENT OF ADMINISTRATION
LOCAL GOVERNMENT SERVICES BUREAU
STANDARD AUDIT CONTRACT

THIS CONTRACT is made this 18th day of June, 2021, by and between

ROSS R. STALCUP, CERTIFIED PUBLIC ACCOUNTANT, PC

Certified or Licensed Public Accountant

("Contractor"),

SCHOOL DISTRICT NOS. 17 J/R & 17 C/R, CULBERTSON, ROOSEVELT COUNTY

Governmental Entity

("Entity"),

and the **Montana Department of Administration, Local Government Services Bureau, ("State")**, PO Box 200547, Helena, MT 59620-054 acting under the authority of Title 2, Chapter 7, Part 5, of the Montana Code Annotated.

1. **State Approval:** This contract is not effective with respect to any party until it is approved and signed by the State, as required by Section 2-7-506(3), MCA. The Contractor may not begin any audit work until the State gives this approval. If the Contractor begins work before the State has approved and signed the contract and the State subsequently does not approve and sign the contract, the Contractor is not entitled to receive any compensation for the work performed.

2. **Audit Period and Payment:** This contract covers the following audit period(s):

July 1, 2021 to June 30, 2024.

A. The Entity shall pay the Contractor for the audit work on the basis of time and necessary out-of-pocket expenses, which will not exceed:

\$ 11,950 for initial (or sole) audit covering 7 / 1 / 21 to 6 / 30 / 22.

12,200 for subsequent audit covering 7 / 1 / 22 to 6 / 30 / 23.

12,450 for subsequent audit covering 7 / 1 / 23 to 6 / 30 / 24.

The Entity shall pay the fees listed in Appendices A, B & C, as applicable, which are attached hereto and incorporated by reference.

B. If the cost of any subsequent audit is not agreed upon at the time this contract is executed, the Contractor and the Entity shall negotiate the cost at a later date. The results of this negotiation will be set forth in the Appendices and made a part of this contract. The Contractor shall provide the State and the Entity with a copy of the appropriate Appendices.

C. The contract payments do not include the cost of additional work that may be required if the Contractor discovers a defalcation or material irregularity. Any change in the scope of the audit services to be provided under this contract requires a contract amendment.

2. continued:

- D. The Contractor may submit interim bills to the Entity each month, based upon the estimated percentage of contract completion. The Entity may retain 10 percent of each of these estimates until the Contractor has delivered the final audit report, at which time the Entity shall release the amount retained.

3. **Audit Scope:** The Contractor shall conduct a financial statement audit of the Entity as follows:

- A. The Contractor shall conduct the audit in accordance with (i) generally accepted auditing standards adopted by the American Institute of Certified Public Accountants and (ii) the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. The objective of the audit is the expression of the Contractor's opinion on the Entity's financial statements. The Contractor shall obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. Accordingly, a material misstatement may remain undetected. Also, the audit is not designed to detect error or fraud that is immaterial to the financial statements. If the Contractor's opinion on the Entity's financial statements is other than unqualified, the Contractor shall fully discuss the reasons with the Entity in advance of issuing a report. If, for any reason, the Contractor is unable to complete the audit or is unable to form or has not formed an opinion, the Contractor may decline to express an opinion or decline to issue a report as a result of the engagement.
- B. The Contractor shall include tests of internal control over financial reporting, but the audit is not designed to provide an opinion on internal control or to identify significant deficiencies. The Contractor, however, shall make the Entity aware, in writing, of any significant deficiencies that come to the Contractor's attention.
- C. The Contractor shall include the following tests of compliance and other matters as required by Government Auditing Standards. These tests, however, will not be designed to provide an opinion on such compliance. The Contractor shall determine whether:
 - (1) the Entity has complied with all appropriate statutes and regulations, as required by Section 2-7-502, MCA;
 - (2) the Entity has complied with the provisions of each of its revenue bond ordinances and indenture agreements;
 - (3) if the audit is of a county, city or town, money is or has been retained in a local charge for services fund contrary to the requirements of Sections 17-2-301 through 17-2-303, MCA, as required by Section 17-2-302, MCA. **The Contractor shall report any findings of noncompliance with the provisions of these statutes, regardless of materiality;** and
 - (4) if the audit is of a county or consolidated city/county government, the Entity has complied with state laws relating to receipts and disbursements of agency funds maintained by the Entity, as required by Section 2-7-505, MCA.
- D. When applicable, the audit must meet all requirements of the Federal Single Audit Act of 1984, as amended by the Single Audit Act Amendments of 1996 and OMB Circular A-133.
- E. The audit scope with regard to federal financial assistance for each fiscal year covered by this audit contract must be as specified in Appendices A, B and C.

3. continued:

F. Except as provided below, for purposes of determining the scope of the audit, the Entity is considered the financial reporting entity as defined by the Governmental Accounting Standards Board. This provision does not preclude the Entity from engaging a different audit firm for the audit of a segment, fund or component unit of the Entity. However, both the Entity and Contractor shall notify the State whenever the Entity elects to engage a different audit firm for the audit of a segment, fund or governmental component unit. Such additional audit must be contracted for on the State's Standard Audit Contract, and the audit firm shall be on the Roster of Independent Auditors authorized to conduct audits of Montana local governments that is maintained by the State.

If this contract is for an audit of a segment, fund, or governmental component unit of the primary government, the Entity is considered to be the segment, fund or component unit.

G. Any school district audit must also include auditing procedures sufficient to provide an opinion as to whether the following supplemental information is fairly stated in relation to the basic financial statements:

(1) the school district's enrollment for the fiscal year or years being audited as reported to the Office of Public Instruction in the Fall and Spring enrollment reports; and

(2) when applicable, the extracurricular funds for pupil functions.

H. If the Entity is a school district or associated cooperative, the Contractor shall contact the State Office of Public Instruction and the county superintendent of schools before or during the audit of the Entity. The Contractor shall determine whether those offices are aware of potential financial or legal compliance problems relating to the Entity that could affect the scope of the audit.

I. The Contractor shall immediately notify the Entity and the State in writing of any material irregularities it discovers. If the Entity is a school district or special education cooperative, the Contractor shall also immediately notify the State Office of Public Instruction in writing.

J. The Contractor shall provide the Entity with a copy of its most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the contract period.

K. The Contractor shall notify the Entity of all proposed audit adjustments and, if the Entity concurs, shall obtain written acceptance of these proposed adjustments. The State reserves the right to request documentation of these proposed and accepted audit adjustments.

4. **Entity's Responsibilities:** The Entity shall be responsible for:

A. its basic financial statements, including note disclosures;

B. all supplementary information required by GASB and by provisions of this contract;

C. establishing and maintaining effective internal control over financial reporting, including internal controls related to the prevention and detection of fraud;

D. ensuring that it complies with the laws and regulations applicable to its activities;

4. continued:

E. making all financial records and related information available to the Contractor;

- F. the schedule of expenditures of federal awards required for audits conducted under OMB Circular A-133;
 - G. approving all proposed audit adjustments before posting, if the Entity concurs with the proposed adjustments;
 - H. adjusting the financial statements and accounting records to correct material misstatements and to agree with the audited financial statements; and
 - I. providing the Contractor, at the conclusion of the audit engagement, with a letter that confirms certain representations made during the audit, including an affirmation that the effects of any uncorrected misstatements aggregated by the auditor during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.
5. **Dates for Annual Financial Report or Trial Balance of Accounts:** The Entity shall prepare its annual financial report or a trial balance of accounts no later than the dates specified in Appendices A, B and C. If the Entity is unable to prepare its annual financial report or trial balance by the date specified in the Appendices, the Entity shall notify the Contractor and the State in writing prior to the specified dates.
6. **Beginning the Audit:** The Contractor shall begin the audit field work based on the schedule established in Appendices A, B and C. Under Section 2-7-503(3)(a), MCA, all audits must commence within nine months from the close of the last fiscal year of the audit period.
7. **Completion of Audit:** The Contractor shall deliver the audit report to the Entity and the State, based on the schedule established in Appendices A, B and C. If the Contractor cannot deliver the audit report to the Entity and the State on the date specified in the Appendices, the Contractor shall notify the Entity and the State in writing of that fact, and the reason(s) therefore. Under Section 2-7-503(3)(a), MCA, all audits must be completed and the reports issued within one year from the close of the last fiscal year covered by the audit. If the audit is conducted in accordance with the provisions of OMB Circular A-133, the Contractor shall also complete the audit and issue the audit report within the time period required by that Circular, unless a longer period has been agreed to in advance by the federal cognizant or oversight agency for audit. If the Entity has requested and received an extension of the A-133 due date from a federal agency, the Entity shall submit a copy of the approved extension to the State.
8. **Audit Presentation:** The final audit report must contain basic financial statements and required supplementary information consistent with financial reporting standards in effect for the year or years being audited, as established by the Governmental Accounting Standards Board. In addition, other supplementary information required by provisions within this contract and by OMB Circular A-133 must also be included, if applicable.
- A. The final audit report must also contain any other financial statements and supporting schedules and information as agreed upon by the Entity and Contractor.
 - B. The financial statements presented must be in accordance with the financial reporting standards in effect for the year or years being audited, as described above. If the accounting records or other circumstances do not permit financial statements to comply with these requirements, the Contractor shall notify the
8. continued:

State of those conditions and describe the financial statements that will be presented. The applicable auditor's reports must also be modified as required to reflect a departure from generally accepted accounting principles.

- C. If the audit is of a school district with separate elementary and high school district general funds, the general funds must be combined as a single major fund. All other funds must be separately considered for major fund criteria.
 - D. If the audit is a biennial audit covering two years, the Contractor shall present complete financial statements as specified above for each year covered by the audit. However, note disclosures for both fiscal years may be in one set of notes, with separate fiscal year disclosures as necessary. The two years must be presented under one audit report cover and opined upon in one Independent Auditor's Report.
9. **Auditor's Reports:** All audit reports must contain the following auditor's reports, which must comply with applicable professional standards in effect for the fiscal year or years being audited:
- A. an independent auditor's report on the financial statements of the Entity;
 - B. a report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with Government Auditing Standards. If applicable, this report must include information about fraud, illegal acts, significant violations of provisions of contracts or grant agreements, and significant abuse, or indications of these acts.
 - C. a report disclosing any lack of compliance with State statutes, rules, regulations, or ordinances that would not have a material effect on the financial statements, but of which the Contractor becomes aware during the course of the audit. This report must be referred to in the report required in 9.B. above. This report may be combined with other reports if appropriate, or the findings may be included in a management letter. If included in a management letter, that letter must be included as a part of, or accompanying, the audit report.
 - D. a report on any supplemental schedules or information presented, if any such schedules or information are presented in the audit report. This report may be given in a supplemental information paragraph of the auditor's report on the financial statements (9.A. above), or in a separate report. For the following supplemental information, the Contractor shall report on whether the information is fairly stated, in all material respects, "in relation to" the financial statements as a whole, unless the condition of the financial records do not allow the auditor to render such an opinion:
 - Supplemental schedule of school district enrollment required in paragraph 11.A;
 - Supplemental schedule of school district extracurricular fund financial activities required in paragraph 11B; and
 - Supplemental schedule of expenditures of federal awards required by OMB circular A-133 and in paragraph 10.A.
 - E. a report disclosing the action taken by the Entity to correct any deficiencies or implement any recommendations contained in the prior audit report. This report must be in a format that specifically identifies, by title or summary, each deficiency or recommendation contained in the prior audit report and the action taken by the Entity on each such deficiency or recommendation.
 - F. If the Contractor includes audit findings in the reports referenced in 9.B. and 9.C. above or in a
9. continued:

management letter, the views of Entity officials and their planned corrective actions must also be included, as required by Government Auditing Standards, if they are available at the time the Contractor files copies of the audit report with the State. If the views and planned corrective actions are not available at that time, the Contractor shall so indicate in the reports.

10. **Single Audits:** All audit reports for single audits done in accordance with OMB Circular A-133 must also contain the following:

- A. a schedule of expenditures of federal awards. As required by OMB Circular A-133, the schedule must:
 - (i) list individual federal programs by federal agency. For federal programs included in a cluster of programs, list individual federal programs within a cluster of programs;
 - (ii) for federal awards received as a subrecipient, include the name of the pass-through entity and identifying number assigned by the pass-through entity;
 - (iii) provide total federal awards expended for each individual federal program and the CFDA number or other identifying number when the CFDA information is not available;
 - (iv) include notes that describe the significant accounting policies used in preparing the schedule;
 - (v) to the extent practical, for pass-through entities identification in the schedule of the total amount provided to subrecipients from each federal program; and
 - (vi) in either the schedule or a note to the schedule, the value of the federal awards expended in the form of non-cash assistance, the amount of insurance in effect during the year, and loans or loan guarantees outstanding at year end. While not required, it is preferable to present this information in the schedule.
- B. a report on the schedule of expenditures of federal awards. This report may be combined with other reports as provided by OMB Circular A-133 and professional standards. This report must comply with applicable professional standards in effect for the fiscal year or years being audited.
- C. a report on compliance with requirements that could have a direct and material effect on each major program and on internal control over compliance in accordance with OMB Circular A-133. This report must refer to the separate schedule of findings and questioned costs described in paragraph 10.D. of the contract. This report must comply with applicable professional standards in effect for the fiscal year or years being audited.
- D. a schedule of findings and questioned costs which must include the information required by OMB Circular A-133.
- E. the corrective action plan required by OMB Circular A-133, if that plan is available at the time the Contractor files copies of the audit report with the State. This corrective action plan may be combined with the Entity's planned corrective actions related to findings reported in accordance with Government Auditing Standards, as provided in paragraph 9.F., above.

11. **School Districts:** School district audit reports must also include the following as supplemental
11. continued:

information/schedules:

- A. a schedule of the district's enrollment as reported to the Office of Public Instruction for the fiscal year or years being audited. The schedule must contain the enrollment both as reported in the Fall and Spring enrollment reports and as documented by the school district's enrollment records; and
 - B. a detailed schedule of extracurricular fund financial activities.
12. **Written Report to Entity:** The Contractor shall render a single, written report for the Entity audited. **The report must include, or be accompanied by, all written reports and letters discussing findings and recommendations from the Contractor to the Entity, including but not limited to the reports and schedules referred to in paragraphs 9 and 10 above as well as any management letters that include findings and recommendations.**
13. **Exit Interview:** Before submitting the final audit report, the Contractor shall hold an exit review conference in which the audit results are discussed with those charged with governance and appropriate Entity officials and employees. **The Contractor shall ensure that all members of the governing body and key members of management are notified of this exit conference.** The Contractor further agrees that before submitting the final report, it will not discuss the audit findings with anyone other than the Entity or the State. However, once the Contractor delivers the final audit report, the report is deemed to be a public record.
14. **Report Distribution:** The Contractor and Entity shall file copies of the audit report as specified below:
- A. The Contractor shall provide the Entity with the number of copies of the audit report specified in Appendices A, B and C and the cost of those copies is included in the total price for the engagement as set out in paragraph 2.A., above, and in the Appendices. The Contractor shall submit one of these copies to the attorney for the Entity.
 - B. Upon request by the Entity, the Contractor shall provide additional copies of the audit report at a price per copy agreed upon by the Entity and Contractor.
 - C. The Contractor shall provide the State with four copies of each audit report at no charge. **These copies must be sent to the State at the same time the Contractor delivers the final audit report to the Entity and must include any management letters that include findings and recommendations.** A letter of transmittal must accompany the State's copies, advising the State of the date of the exit conference, the date the final report was delivered to the Entity, the date of the audit report, the actual number of hours spent by the Contractor in the conduct of the audit, the total audit fees billed the Entity, whether the audit was conducted in accordance with the provisions of OMB Circular A-133, and whether there were any findings or opinion qualifications in the audit report, and, if so, whether the entity's corrective action plan or response was included as part of or submitted with the audit report.
 - D. If the Entity is a school district or associated cooperative, the Contractor shall provide copies of the audit report to the Office of Public Instruction, the county superintendent of schools, and the county attorney.
 - E. If the Entity is a city or town fire department relief association disability and pension fund, the Contractor shall provide one copy of the audit report to the city or town clerk.

- F. If the audit is a single audit conducted in accordance with the provisions of OMB Circular A-133, the
14. continued:
Entity shall provide copies of the reporting package defined in OMB Circular A-133 and the data collection form to the federal clearinghouse designated by OMB. In addition, the Entity shall provide either a copy of the reporting package, or the alternative written notification as described by OMB Circular A-133 to all federal, state and other granting and pass-through agencies as required by Circular A-133.
15. **Entity Response:** If not included in the audit report as provided in paragraphs 9.F. and 10.E., within 30 days after receiving the audit report, the Entity shall notify the State in writing as to what action it plans to take to correct any deficiencies or implement any recommendations identified or contained in the audit report, as required by Section 2-7-515, MCA, and ARM 2.4.409. **This notification must also address any findings and recommendations contained in management letters, which are considered a part of the audit report as prescribed in paragraph 12.** If the audit is a single audit conducted in accordance with OMB Circular A-133, this corrective action plan must also meet the requirements of Circular A-133 and contain all information required by that Circular.
16. **Entity's Attorney:** If requested by the State, the attorney for the Entity shall report to the State on the actions taken or the proceedings instituted or to be instituted relating to violations of law and nonperformance of duty as required by Section 2-7-515(4), MCA. The attorney shall report to the State within 30 days after receiving the request.
17. **Certification of Auditor Independence:** The Contractor certifies that, as required by generally accepted government auditing standards, it and its principals and employees are independent in all matters with respect to this engagement. This contract shall not include non-audit services, and the Contractor shall neither arrange for nor accept non-auditing work with the Entity which could in any way impair the Contractor's independence in violation of professional standards. If required by the State, the Contractor shall document that independence has been maintained in both fact and appearance as required by professional auditing standards.
18. **Prime Contractor:** The Contractor is the prime contractor and is responsible, in total, for all work of any subcontractors. The Contractor shall obtain the **written approval of the Entity and the State before** engaging correspondent Contractors, consultants, or subcontractors to provide services in connection with this audit. **Any Contractors subcontracted to perform audit work must be on the Roster of Independent Auditors authorized to conduct audits of Montana local governments that is maintained by the Local Government Services Bureau.** The Contractor is responsible to the Entity and the State for the acts and omissions of all correspondent Contractors, consultants, subcontractors, or agents and of persons directly or indirectly employed by such correspondent Contractors, consultants, subcontractors or agents, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this contract creates any contractual relationship between any correspondent Contractor, consultant, or subcontractor and the State.
19. **Entrance and Exit Conferences:** The State may participate in all entrance and exit conferences between the Entity and Contractor, as well as all major conferences dealing with audit exceptions and recommendations regarding accounting or operating procedures, management policies, or internal control changes.

20. **Access to Records:** The Contractor shall give the State and, when required by law, the Montana Legislative Audit Division, access to the Contractor's audit programs, supporting working papers, time records, and all other documents relating to the audit. Access to these documents must be provided at the State's offices in Helena, Montana. Access to working papers includes the right of the State to obtain copies of working papers, as is reasonable and necessary. The Contractor shall make the audit programs and supporting working papers
20. continued:
available to the State for use by the State or other public accounting firms as directed by the State in future audits of the Entity. The Contractor shall make the audit programs and supporting working papers available to the cognizant or oversight agency for audit or its designee, federal agencies providing direct or indirect funding, or the U.S. General Accounting Office, if requested. Access to working papers includes the right of federal agencies to obtain copies of working papers, as is reasonable and necessary. The Contractor shall retain the audit report, audit programs, and audit working papers for a minimum of five years from the date of the audit report, unless the State notifies the Contractor to extend the retention period. If professional standards or other applicable laws, rules, or regulations require a longer retention period, the Contractor shall retain the above materials for that specified period.
21. **State Review:** As provided by Section 2-7-522, MCA, the State may review the audit report submitted by the Contractor. If the State determines that reporting requirements have not been met, it will notify the Entity and the Contractor of the significant issues of noncompliance. The Contractor shall correct the identified deficiencies within 60 days of notification.
22. **Independent Contractor:** The Entity and the State recognize that the Contractor is an independent contractor and neither its principals nor its employees are employees of the State or Entity for purposes of tax, retirement system, or social security (FICA) withholding.
23. **Workers' Compensation:** The Contractor certifies that it carries Workers' Compensation for its employees and that it has either elected Workers' Compensation or has an approved Independent Contractor's Exemption covering the Contractor while performing work under this contract. (Montana Code Annotated, Title 39, Chapter 71) Neither the Contractor nor its employees are State employees for the purposes of this paragraph.
24. **Indemnification:** The Contractor agrees to protect, defend, and save the State and Entity, their elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omission of the Contractor and/or its agents, employees, representatives, assigns, and subcontractors, except the sole negligence of the State or Entity, under this agreement.

If the Contractor is or may be obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, then to the extent that such obligation is or may be a direct or indirect result of the Entity's intentional or knowing misrepresentation or provision to the Contractor of inaccurate or incomplete information in connection with this engagement, and not any failure on the Contractor's part to comply with professional standards, the Entity shall indemnify, defend, and hold harmless the Contractor against such obligations.

25. **Insurance:** Contractor shall maintain for the duration of the contract, at its cost and expense, occurrence coverage insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work by the Contractor, and/or its agents, employees, representatives, assigns, or subcontractors. The Contractor's insurance coverage shall be primary insurance for the Contractor's negligence as respects the State and Entity and their elected officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the State and Entity, their officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it

The Contractor shall purchase and maintain occurrence coverage to cover such claims as may be caused by any

25. continued:

act, omission, negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

Note: If occurrence coverage is unavailable or cost-prohibitive, the state will accept 'claims made' coverage provided the following conditions are met: 1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years, and 2) the claims made policy must have a three-year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

The State and Entity reserve the right to require complete copies of insurance policies at all times.

26. **Compliance with Laws:** The Contractor shall, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provisions. In accordance with Section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Contract.
27. **Work Accommodations:** The Entity shall provide the Contractor with reasonable space in which to conduct the audit and respond promptly to requests for information as well as for all necessary books and records. Support for clerical, equipment, and photocopying or reproduction services shall be agreed upon by the Entity and the Contractor as specified in Appendices A, B and C.
28. **Termination before Audit Has Commenced:** Before the commencement of the audit, either the Contractor or the Entity, with the State's consent, or the State, may cancel this contract by providing 20 days' written notice to the other parties. The contract may be canceled under this paragraph for cause. Cause includes, but is not limited to, failure of any party to comply with the terms of this contract or with any Administrative Rule adopted by the State under the authority of Title 2, Chapter 7, Part 5, of the Montana Code Annotated.

In addition, if both the Contractor and the Entity mutually agree to cancel this contract before the commencement of the audit, for convenience, the State shall consent to cancellation of the contract upon written notification by the Contractor and the Entity of their agreement to cancel this contract.

The State, however, will not consent to the cancellation of an audit contract for the sole purpose of allowing

the Contractor and Entity to then enter into a new contract that extends the number of fiscal years to be audited by the Contractor. Unless there are extenuating circumstances, the existing audit contract must be

completed first. This provision does not prohibit the cancellation of a contract for the purpose of replacing an annual audit with a biennial audit.

29. **Termination after the Audit Has Commenced:** After the audit has commenced, but before the audit report has been issued, either the Contractor or the Entity, with the State's consent, or the State, may cancel this contract for failure of any party to comply with the terms of this contract or with any Administrative Rule adopted by the State under the authority of Title 2, Chapter 7, Part 5, MCA, or for other cause. This right of cancellation may be exercised by providing the breaching party written notice of the default and, if applicable, provide 20 days from the date of the notice to cure the default. If the Contractor is the breaching party and fails to remedy the breach, then the Contractor is not entitled to the audit fee set out in this contract. If the Entity is the breaching party, the Entity shall pay the Contractor a pro rata portion of the audit fee set out in this contract, based on the percentage of work completed at the time of cancellation. In addition, if both the
29. continued:
Contractor and the Entity mutually agree to cancel this contract for convenience; the State shall consent to cancellation of the contract upon written notification by the Contractor and the Entity of their agreement to cancel this contract.
30. **Professional Requirements:** By signing this contract, the Contractor certifies that it is in compliance with the continuing professional education requirements and the external quality control review requirements as set out in Government Auditing Standards, as established by the Comptroller General of the United States. The State may require the Contractor to provide evidence that it has met the above requirements.
31. **Single Audit Act Certification:** If the audit is required to meet the requirements of the Single Audit Act of 1984 as amended by the Single Audit Act Amendments of 1996 and OMB Circular A-133, the Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from performing audits by any Federal department or agency.
32. **Governing Law and Venue:** This Contract is governed by the laws of Montana. The parties agree that any litigation concerning this Contract in which the State is named as a party must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. The parties also agree that any litigation concerning this Contract in which the State is not named as a party must be brought in the Judicial District in and for the County in which the Entity is located, and each party shall pay its own costs and attorney fees.
33. **Notice:** All notices under this contract must be in writing and will be deemed given if delivered personally, by mail, certified, return receipt requested, or by e-mail. All notices will (a) if delivered personally, be deemed given upon delivery, (b) if delivered by mail, be deemed given upon receipt, or (c) if delivered by e-mail be deemed given upon receipt.
34. **Invalid Provision:** If any provision of this contract is held to be illegal or unenforceable and the parties' rights or obligations will not be materially and adversely affected, such provision will be (1) severed from the contract, (b) the contract will be interpreted as if such provision was never a part of the contract and (c) the remaining provisions will stay in effect.
35. **Authority:** Each party represents that the person signing this contract has the authority to bind that party.
36. **Entire Agreement and Amendment:** This contract and the attached Appendices contain the entire understanding and agreement of the parties. No modification or amendment of this contract is valid unless it is reduced to writing, signed by the parties, and made a part of this contract.

IN WITNESS WHEREOF, Contractor, Entity, and State have executed this Standard Audit Contract on the date first above written:

Certified or Licensed Public Accountant

ROSS R. STALCUP, CPA, PC

Firm Name



By: _____

Authorized Representative

Date: 6/18/2021

Governmental Entity

SCHOOL DISTRICT NOS. 17 J/R & 17 C/R

Entity Name

By: _____

Authorized Representative

Date: _____

**Montana Department of Administration,
Local Government Services Bureau**

By: _____

Approved By

Date: _____

APPENDIX A

Initial or Sole Audit under this Contract

GOVERNMENTAL ENTITY (ENTITY): SCHOOL DISTRICT NOS. 17 J/R & 17 C/R

CULBERTSON PUBLIC SCHOOLS

Telephone:
787-6244

Address: PO BOX 459
(Street Address or P.O. Box)

CULBERTSON, MT 59218
(City/Town) (Zip Code)

Contact Person(s): Lora Finnicum, District Clerk

**PUBLIC ACCOUNTANT/ACCOUNTING
FIRM (CONTRACTOR):**

ROSS R. STALCUP, CPA, PC

Telephone: Address: 3901 W US Highway 212
(Street Address or P.O. Box)

784-2090 Ashland, MT 59003
(City/Town) (Zip Code)

Contact Person(s): Ross Stalcup

1. Audit Period and Dates of Engagement:

A. This audit will cover the fiscal year(s) ending
June 30, 2022 (and).
(Month & Day) (Year) (Year)

B. Date to commence audit work: September 2022

C. Date to submit final audit report
to Entity and State: June 30, 2023

2. Time and Price for Engagement:

A. Estimated total hours - 160

B. Price for audit personnel \$ 11,950
Price for Travel
Price for typing, clerical
and report preparation
Total price for this
engagement \$ 11,950

3. The reporting entity contains the following discretely presented component units:

NONE

4. Date Annual Financial Report or a trial balance will be available: September 1, 2022

5. Number of copies of audit report Contractor will provide to Entity: Six copies & a searchable PDF
6. The Entity will provide clerical, equipment, and photocopying or reproduction services to the Contractor as follows:
As needed
7. The audit scope with regard to federal financial assistance received by the Entity for the above fiscal year(s) will be as indicated below:

☐ The audit will be a single audit conducted in accordance with the provisions of OMB Circular A-133 because the Entity expended a total amount of federal awards **equal to or in excess of \$500,000** during the fiscal year(s), or such other dollar amount as may be established by OMB that is effective for the fiscal year(s) being audited.

OR

☒ The audit will not be a single audit conducted in accordance with the provisions of OMB Circular A-133, and will not include audit coverage of any federal financial assistance in accordance with requirements of that Circular, because the Entity expended a total amount of federal awards of **less than \$500,000** during the fiscal year(s), or such other dollar amount as may be established by OMB that is effective for the fiscal year(s) being audited.

Certified or Licensed Public Accountant

ROSS R. STALCUP, CPA, PC

Firm Name



By: _____
Authorized Representative

Date: 6/18/2021

Governmental Entity

SCHOOL DISTRICT NOS. 17 J/R & 17 C/R

Entity Name

By: _____
Authorized Representative

Date: _____

**Montana Department of Administration,
Local Government Services Bureau**

By: _____
Approved By

Date: _____

APPENDIX B

Subsequent Audit under this Contract

GOVERNMENTAL ENTITY (ENTITY): SCHOOL DISTRICT NOS. 17 J/R & 17 C/R

CULBERTSON PUBLIC SCHOOOLS

Telephone:
787-6244

Address: PO BOX 459

(Street Address or P.O. Box)

CULBERTSON

(City/Town)

, MT 59218

(Zip Code)

Contact Person(s): Lora Finnicum, District Clerk

PUBLIC ACCOUNTANT/ACCOUNTING
FIRM (CONTRACTOR):

ROSS R. STALCUP, CPA, PC

Address: 3901 W US Highway 212

(Street Address or P.O. Box)

Telephone:

784-2090

Ashland

(City/Town)

, MT 59003

(Zip Code)

Contact Person(s): Ross Stalcup

1. Audit Period and Dates of Engagement:

A. This audit will cover the fiscal year(s) ending

June 30

, 2023

(and _____).

(Month & Day)

(Year)

(Year)

B. Date to commence audit work:

September 2023

C. Date to submit final audit report
to Entity and State:

June 30, 2024

2. Time and Price for Engagement:

A. Estimated total hours -

160

B. Price for audit personnel

\$ 12,200

Price for Travel

Price for typing, clerical

and report preparation

Total price for this

engagement

\$ 12,200

3. The reporting entity contains the following discretely presented component units: NONE

4. Date Annual Financial Report or a trial balance will be available: September 1, 2023

5. Number of copies of audit report Contractor will provide to Entity:
Six copies and a searchable PDF
6. The Entity will provide clerical, equipment, and photocopying or reproduction services to the Contractor as follows:
As needed
7. The audit scope with regard to federal financial assistance received by the Entity for the above fiscal year(s) will be as indicated below:

☐ The audit will be a single audit conducted in accordance with the provisions of OMB Circular A-133 because the Entity expended a total amount of federal awards **equal to or in excess of \$500,000** during the fiscal year(s), or such other dollar amount as may be established by OMB that is effective for the fiscal year(s) being audited.

OR

☒ The audit will not be a single audit conducted in accordance with the provisions of OMB Circular A-133, and will not include audit coverage of any federal financial assistance in accordance with requirements of that Circular, because the Entity expended a total amount of federal awards of **less than \$500,000** during the fiscal year(s), or such other dollar amount as may be established by OMB that is effective for the fiscal year(s) being audited.

Certified or Licensed Public Accountant

ROSS R. STALCUP, CPA, PC

Firm Name



By: _____
Authorized Representative

Date: 6/18/2021

Governmental Entity

SCHOOL DISTRICT NOS. 17 J/R & 17 C/R

Entity Name

By: _____
Authorized Representative

Date: _____

**Montana Department of Administration,
Local Government Services Bureau**

By: _____
Approved By

Date: _____

APPENDIX C

Subsequent Audit under this Contract

GOVERNMENTAL ENTITY (ENTITY): SCHOOL DISTRICT NOS. 17 J/R & 17 C/R

CULBERTSON PUBLIC SCHOOLS

Telephone:
787-6244

Address: PO BOX 459
(Street Address or P.O. Box)

CULBERTSON, MT 59218
(City/Town) (Zip Code)

Contact Person(s): Lora Finnicum, District Clerk

**PUBLIC ACCOUNTANT/ACCOUNTING
FIRM (CONTRACTOR):**

ROSS R. STALCUP, CPA, PC

Telephone: 784-2090
(Street Address or P.O. Box)

Address: 3901 W US Highway 212

Ashland, MT 59003
(City/Town) (Zip Code)

Contact Person(s): Ross Stalcup

1. Audit Period and Dates of Engagement:

A. This audit will cover the fiscal year(s) ending
June 30, 2024 (and).
(Month & Day) (Year) (Year)

B. Date to commence audit work: September 2024

C. Date to submit final audit report
to Entity and State: June 30, 2025

2. Time and Price for Engagement:

A. Estimated total hours - 160

B. Price for audit personnel \$ 12,450
Price for Travel
Price for typing, clerical
and report preparation
Total price for this
engagement \$ 12,450

3. The reporting entity contains the following discretely presented component units:
None

4. Date Annual Financial Report or a trial balance will be available: September 1, 2024

5. Number of copies of audit report Contractor will provide to Entity:
Six copies and a searchable PDF
6. The Entity will provide clerical, equipment, and photocopying or reproduction services to the Contractor as follows:
As needed
7. The audit scope with regard to federal financial assistance received by the Entity for the above fiscal year(s) will be as indicated below:

☐ The audit will be a single audit conducted in accordance with the provisions of OMB Circular A-133 because the Entity expended a total amount of federal awards **equal to or in excess of \$500,000** during the fiscal year(s), or such other dollar amount as may be established by OMB that is effective for the fiscal year(s) being audited.

OR

☒ The audit will not be a single audit conducted in accordance with the provisions of OMB Circular A-133, and will not include audit coverage of any federal financial assistance in accordance with requirements of that Circular, because the Entity expended a total amount of federal awards of **less than \$500,000** during the fiscal year(s), or such other dollar amount as may be established by OMB that is effective for the fiscal year(s) being audited.

Certified or Licensed Public Accountant

ROSS R. STALCUP, CPA, PC

Firm Name



By: _____
Authorized Representative

Date: 6/18/2021

Governmental Entity

SCHOOL DISTRICT NOS. 17 J/R & 17 C/R

Entity Name

By: _____
Authorized Representative

Date: _____

**Montana Department of Administration,
Local Government Services Bureau**

By: _____
Approved By

Date: _____

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

MEETING DATE: 7-13-2021

AGENDA ITEM #: 34

AGENDA TITLE: Out-of-District Enrollment

SUMMARY: Mike and I would like to request the Board consider limiting any new out-of-district enrollment of students in the 4th grade and in the 7th grade.

We anticipate approximately 21 or 22 fourth grade students in August. If the Board chooses to place them all in one room with a certified teacher, this will be the biggest classroom in the entire elementary and would warrant consideration in curtailing enrollment of out-of-district students. If the Board chooses to split this grade level into two classrooms, we would encourage the Board to open enrollment for new out-of-district students in this grade level.

We anticipate approximately 21 or 22 seventh grade students in August. With the 8th grade class being split due to their anticipated 28 students, there is no way to split the 7th grade without adding another junior high teacher and finding another classroom. Therefore, we recommend no new out-of-district enrollment in the 7th grade at this time.

We ask these enrollment restrictions be put into place in July and be reviewed monthly at the regular Board meetings.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Bergum					
Colvin					
Walker					

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

MEETING DATE: 7-13-2021

AGENDA ITEM #: 35

AGENDA TITLE: Athletic Participation

SUMMARY: In recent years it seems like we have a reoccurring issue of low participation rates in high school that ends in requesting 8th grade participation. Or low participation in junior high that ends in requesting 6th graders to move up. Or low participation in elementary sports that results in requesting 4th graders. And....it doesn't always seem to coincide nicely with our regular school board meetings, which causes the Board to have special meetings. So.....I'm asking the Board to consider adopting a resolution (which should probably be made into a policy or handbook language so the Board does have to do this every year at a Board meeting).

8th grade students will be able to participate at the high school level in volleyball, basketball, track relays, and cheerleading in accordance with MHSA rules and regulations.

6th grade students will be able to participate at the junior high school level in basketball if the junior high participation falls below 12.

4th grade students will be able to participate at the elementary school level in basketball if the combined 5th/6th participation falls below 12.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Bergum					
Colvin					
Walker					

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

MEETING DATE: 7-13-2021

AGENDA ITEM #: 36

AGENDA TITLE: Level 4 Uniform Complaint

SUMMARY: A Uniform Complaint has been filed with the District and has risen to Level 4 (School Board). Attached please find a copy of the Board Policy 1700 that addresses uniform complaints. MTSBA is being consulted for assistance with the matter. We hope to have an update for the Board at the meeting.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Bergum					
Colvin					
Walker					

2
3 **THE BOARD OF TRUSTEES**

1700

page 1 of 3

4
5 Uniform Complaint Procedure

6
7 The Board establishes this Uniform Complaint Procedure as a means to address complaints
8 arising within the District. This Uniform Complaint Procedure is intended to be used for all
9 complaints except those governed by a specific process in state or federal law that supersedes
10 this process or collective bargaining agreement. Matters covered by a collective bargaining
11 agreement will be reviewed in accordance with the terms of the applicable agreement.

12
13 The District requests all individuals to use this complaint procedure, when the individual
14 believes the Board or its employees or agents have violated the individual's rights under state or
15 federal law or Board policy.

16
17 The District will endeavor to respond to and resolve complaints without resorting to this formal
18 complaint procedure and, when a complaint is filed, to address the complaint promptly and
19 equitably. The right of a person to prompt and equitable resolution of a complaint filed hereunder
20 will not be impaired by a person's pursuit of other remedies. Use of this complaint procedure is
21 not a prerequisite to pursue other remedies and use of this complaint procedure does not extend
22 any filing deadline related to pursuit of other remedies.

23
24 Deadlines requiring District action in this procedure may be extended for reasons related but not
25 limited to the District's retention of legal counsel and District investigatory procedures.

26
27 Level 1: Informal

28
29 An individual with a complaint is first encouraged to discuss it with the appropriate or building
30 administrator, with the objective of resolving the matter promptly and informally. An exception
31 is that a complaint of sexual harassment should be discussed directly with an administrator not
32 involved in the alleged harassment.

33
34 Level 2: Building Administrator

35
36 When a complaint has not been or cannot be resolved at Level 1, an individual may file a signed
37 and dated written complaint stating: (1) the nature of the complaint; (2) a description of the event
38 or incident giving rise to the complaint, including any school personnel involved; and (3) the
39 remedy or resolution requested. The written complaint must be filed within thirty (30) calendar
40 days of the event or incident or from the date an individual could reasonably become aware of
41 such event or incident. The applicability of the deadline is subject to review by the
42 Superintendent to ensure the intent of this uniform complaint procedure is honored.

43
44 When a complaint alleges violation of Board policy or procedure, the building administrator will
45 investigate and attempt to resolve the complaint. The administrator will respond in writing to the
46 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 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: July 21, 2020

Reviewed on:

Revised on:

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

MEETING DATE: 7-13-2021

AGENDA ITEM #: 37

AGENDA TITLE: Disposition of Property

SUMMARY: Mike would like to recommend the disposition of approximately 30 computer monitors and approximately 40 chromebooks. The computer monitors are from the computer lab where some have failed and believe that the others will follow, as they are all the same age. Mike recommends giving away the monitors. The 40 chromebooks are six (6) years old and could be sold for \$5 or \$10 each if the Board wishes to dispose of them in this manner.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Anderson					
Bergum					
Colvin					
Walker					

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.