

CHARLO SCHOOL DISTRICT

POLICY MANUAL



Home of the Vikings

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CHARLO SCHOOL DISTRICT

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CHARLO SCHOOL DISTRICT

R = required

1000 SERIES THE BOARD OF TRUSTEES

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1 **Charlo Public School District**

R

2
3 **THE BOARD OF TRUSTEES**

1000

4
5 Legal Status and Operation

6
7 The Board of Trustees of Charlo Public School District # 7J is the governmental entity
8 established by the State of Montana to plan and direct all aspects of the District' s operations, to
9 the end that students shall have ample opportunity to achieve their individual and collective
10 learning potentials.

11
12 Policies of the Board define its organization and the manner of conducting its official business.
13 The operating policies of the Board are those that it adopts from time to time to facilitate the
14 performance of its responsibilities.

15
16
17
18 Legal Reference: §20-3-323, MCA District policy and record of acts
19 § 20-3-324, MCA Powers and duties
20

21 Policy History:

22 Adopted on:

23 Revised on:

Charlo School District

Adopted on: 03/21/2017

Reviewed on:

1007FE-F1

FLEXIBILITY AND EFFICIENCY

Revised on:

Model Multidistrict Agreement

Model Multidistrict Agreement

This Multidistrict Agreement (hereinafter "Agreement") is entered into this ____ day of _____, 20__ by and between [identify participating school districts] (collectively hereinafter "Participating District" or "Participating Districts").

WHEREAS, pursuant to section 20-3-363, MCA, the boards of trustees of any two or more school districts may enter into an Multidistrict Agreement to create a multidistrict cooperative to perform any services, activities, and undertakings of the Participating Districts and to provide for the joint funding and operation and maintenance of all Participating Districts upon the terms and conditions as may be mutually agreed to by the districts subject to the conditions of section 20-3-363, MCA;

WHEREAS, an Agreement made pursuant to section 20-3-363, MCA, must be approved by the board of trustees of all Participating Districts;

WHEREAS, all expenditures in support of the Multidistrict Agreement may be made from the interlocal cooperative fund in accordance with sections 20-9-703 and 20-9-704, MCA. Each Participating District of the multidistrict cooperative may transfer funds into the interlocal cooperative fund from the general fund, any budgeted fund, or any non-budgeted fund of the Participating Districts, except as limited/prohibited law as follows:

1. transfers to the interlocal cooperative fund from each Participating District's general fund are limited to an amount not to exceed the direct state aid in support of the respective school district's general fund;
2. transfers from the retirement fund, the debt service fund or the compensated absence liability fund are prohibited; and
3. transfers may not be made with funds restricted by federal law unless such transfer is in compliance with any restrictions or conditions imposed by federal law.

WHEREAS, in accordance with section 20-9-703, MCA, _____ shall be designated as the prime agency. All other Participating Districts shall be designated as cooperating agencies;

WHEREAS, expenditures from the interlocal cooperative fund are limited to those expenditures that are permitted by law and that are within the final budget for the budgeted fund from which the transfer was made.

1 NOW THEREFORE, the districts hereby agree as follows:

- 2
- 3 1. To create a multidistrict cooperative for the purpose of **[incorporate purpose(s)**
- 4 **here:]**
- 5 2. To create an interlocal cooperative fund for the purpose of transferring funds from the
- 6 Participating Districts for the purpose(s) stated herein;
- 7
- 8 3. The **[identify the district designated as the prime agency]** is designated as the
- 9 prime agency and as such shall establish a non-budgeted interlocal cooperative fund for the
- 10 purpose of the financial administration of this Multidistrict Agreement.
- 11
- 12 4. All other Participating Districts are designated as the cooperating agencies and in
- 13 accordance with section 20-9-704, shall transfer its financial support under this Agreement to the
- 14 prime agency by district warrant.
- 15
- 16 5. Any and all amounts transferred into the interlocal cooperative fund by any
- 17 Participating District may come from: (a) the respective district's general fund in an amount not
- 18 to exceed the direct state aid in support of the respective school district's general fund; or (b) any
- 19 other budgeted fund of a participating district, except that funds cannot be transferred from the
- 20 retirement fund or the debt service fund; or (c) any non-budgeted fund of a Participating District,
- 21 except that funds cannot be transferred from the compensated absence liability fund.
- 22
- 23 6. Transfers may not be made with funds restricted by federal law unless the transfer is
- 24 in compliant with any restrictions or conditions imposed by federal law.
- 25
- 26 7. Any and all amounts transferred into the interlocal cooperative fund by each
- 27 Participating District must be for the purpose stated herein as mutually agreed upon between the
- 28 Participating Districts in accordance with the terms of this Agreement.
- 29
- 30 8. The term of this Agreement shall be from _____ to
- 31 _____.* This Agreement may be extended by mutual approval of each
- 32 Participating District. However, the term of the Agreement may not extend beyond 3 years. Any
- 33 remaining fund balance in the interlocal cooperative fund at year end may be carried over to the
- 34 subsequent fiscal year.
- 35
- 36 9. The terms of this Agreement may be changed upon mutual written approval of the
- 37 Participating Districts.
- 38
- 39 10. Each Participating District shall agree how the funds shall be disbursed during the
- 40 current fiscal year by establishing a budget or guidelines. The prime agency shall adhere to this
- 41 Agreement. The Participating Districts will be provided with a monthly accounting summary of
- 42 expenditures from the prime agency.
- 43
- 44 11. The multidistrict cooperative may be dissolved upon mutual consent of all
- 45 Participating Districts in writing upon ____ days written notice to all Participating Districts. In
- 46 addition, any Participating District may terminate its participation in the multi-district

1 cooperative upon ____ days written notice to all Participating Districts. In the event that the
2 multidistrict cooperative is dissolved in its entirety or any Participating District terminates its
3 participation in the multidistrict cooperative, the provisions of Paragraph 12 below shall apply.
4

5 12. Upon termination of this Agreement by one or all Participating Districts, the
6 funds of the district or districts that no longer desire to participate in this multidistrict
7 cooperative shall be returned to such District(s) on a pro rata share of the current funds held by
8 the prime agency after all outstanding financial obligations have been paid with said funds to
9 revert back to the original fund(s) from which the money was transferred as a result of said
10 District(s) participation in the multidistrict cooperative.
11

12 13. This Agreement shall be interpreted according to and governed by the laws of the
13 State of Montana.
14

15
16 As agreed on this ____ day of _____, 20__.

17
18
19 _____

20
21
22 _____

23
24
25 Attest:

26
27
28 _____

29
30
31 _____

32
33 * Note: The term of the agreement may be for a period of up to 3 years.
34

Charlo School District

Adopted on: 03/2/2017

Reviewed on:

Revised on:

1007FE

FLEXIBILITY AND EFFICIENCY

Multidistrict Agreements

It is the policy of the District to increase the flexibility and efficiency of the District's resources by utilizing multidistrict agreements whenever possible.

Montana law (20-3-363, MCA) allows the boards of trustees of any two or more school districts to enter into a multidistrict agreement to create a multidistrict cooperative to perform any services, activities, and undertakings of the participating districts and to provide for the joint funding and operation and maintenance of all participating districts upon the terms and conditions as may be mutually agreed to by the districts

The agreement must be approved by the boards of trustees of all participating districts and must include a provision specifying terms upon which a district may exit the multidistrict cooperative. The agreement may be for a period of up to 3 years.

All expenditures in support of the multidistrict agreement may be made from the interlocal cooperative fund as specified in [20-9-703](#) and [20-9-704](#). Each participating district of the multidistrict cooperative may transfer funds into the interlocal cooperative fund from the district's general fund, budgeted funds other than the retirement fund or debt service fund, or non-budgeted funds other than the compensated absence liability fund. Transfers to the interlocal cooperative fund from each participating school district's general fund are limited to an amount not to exceed the direct state aid in support of the respective school district's general fund. Transfers from the retirement fund and debt service fund are prohibited. Transfers may not be made with funds restricted by federal law unless the transfer is in compliance with any restrictions or conditions imposed by federal law.

Expenditures from the interlocal cooperative fund are limited to those expenditures that are permitted by law and that are within the final budget for the budgeted fund from which the transfer was made.

If transfers of funds are made from a District fund supported by a non-voted levy, the District may not increase its non-voted levy for the purpose of restoring the amount of funds transferred.

Examples of flexibility under this policy and Montana Law include but are not limited to:

- A district with a separate high school and elementary budget can enter into an agreement within the district;
- A district may enter into an agreement with any other school district(s) for the sharing of resources, including supplies, services, personnel, etc.

| | | |
|------------------|---------------|---|
| Legal Reference: | 20-3-363, MCA | Multidistrict agreements – fund transfers |
| | 20-9-703, MCA | District as prime agency |
| | 2-9-704, MCA | District as cooperating agent |

1 **Charlo Public School District**

R

2
3 **THE BOARD OF TRUSTEES**

1100

4
5 Organization

6
7 The legal name of this District is Charlo Public School District No. 7J, Lake County, State of
8 Montana. The District is classified as a class two (2) district and is operated according to the
9 laws and regulations pertaining to a class two (2) district.

10
11 To achieve its primary goal of providing each child with the necessary skills and attitudes
12 necessary to become an effective citizen, the Board shall exercise the full authority granted to it
13 by the laws of the state. Its legal powers, duties, and responsibilities are derived from the
14 Montana Constitution and state statutes and regulations. *School Laws of Montana* and the
15 administrative rules of the Board of Public Education and the Office of Superintendent of Public
16 Instruction delineate the legal powers, duties, and responsibilities of the Board.

17
18
19
20 Legal References: § 20-3-324, MCA Powers and duties
21 § 20-6-101, MCA Definition of elementary and high school districts
22 § 20-6-201, MCA Elementary district classification
23 § 20-6-301, MCA High school district classification
24

25 Policy History:

26 Adopted on:

27 Revised on:

2
3 **THE BOARD OF TRUSTEES**

1105

4
5 Membership

6
7 The District is governed by a Board of Trustees consisting of seven (7) members. The powers
8 and duties of the Board include the broad authority to adopt and enforce all policies necessary for
9 the management, operations and governance of the District. Except as otherwise provided by
10 law, trustees shall hold office for terms of three (3) years, or until their successors are elected and
11 qualified. Terms of trustees shall be staggered as provided by law.
12

13 All trustees shall participate on an equal basis with other members in all business transactions
14 pertaining to the high school maintained by the District. Only those trustees elected from the
15 high school district may participate in business transactions pertaining to the elementary schools
16 maintained by the District.
17

| | | | |
|----|-------------------|-----------------|--|
| 18 | Legal References: | § 20-3-301, MCA | Election and term of office |
| 19 | | § 20-3-302, MCA | Legislative intent to elect less than majority of |
| 20 | | | trustees |
| 21 | | § 20-3-305, MCA | Candidate qualification and nomination |
| 22 | | § 20-3-306, MCA | Conduct of election |
| 23 | | § 20-3-307, MCA | Qualification and oath |
| 24 | | § 20-3-341, MCA | Number of trustee positions in elementary districts |
| 25 | | | B transition |
| 26 | | § 20-3-344, MCA | Nominating of candidates by petition in first-class |
| 27 | | | elementary district |
| 28 | | § 20-3-351, MCA | Number of trustee positions in high school districts |
| 29 | | § 20-3-352, MCA | Request and determination of number of high |
| 30 | | | school district additional trustee positions B |
| 31 | | | nonvoting trustee |
| 32 | | § 20-3-361, MCA | Joint board of trustees organization and voting |
| 33 | | | membership |
| 34 | | | |

35 Policy History:

36 Adopted on:

37 Reviewed on:

38 Revised on: 10/01/15

1 **Charlo Public School District**

2
3 **THE BOARD OF TRUSTEES**

1110

4
5 Taking Office

6
7 A newly elected trustee shall take office as soon as election results have been certified and the
8 newly elected trustee has taken and subscribed to an oath to faithfully and impartially discharge
9 the duties of the office to the best of his/her ability.

10
11 A newly appointed trustee shall take office, after the trustee has taken and subscribed to an oath
12 to faithfully and impartially discharge the duties of the office to the best of his/her ability.

13
14 The person shall qualify by taking an oath of office administered by the county superintendent,
15 the superintendent's designee, or any officer provided for in 1-6-101, MCA or 2-16-116, MCA.
16 Such oath must be filed with the county superintendent not more than fifteen (15) days after the
17 receipt of the certificate of election or the appointment.

18
19
20 Cross Reference: Policy 1113 Vacancies

21
22 Legal References: § 1-6-101, MCA Officers who may administer oaths
23 § 2-16-116, MCA Power to administer oaths
24 § 20-1-202, MCA Oath of office
25 § 20-3-307, MCA Qualification and oath
26
27

28 Policy History:

29 Adopted on:

30 Reviewed on:

31 Revised on: 11/20/07, 1/15/2008, 12/19/19, 5/19/20

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§ 20-3-324(4), MCA

§ 20-3-344, MCA

§ 20-9-353, MCA

§ 20-20-105, MCA

§ 20-20-301, MCA

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Nomination of candidates by petition in first-class elementary district

Additional funding for general fund-election for authorization to impose

Regular school election day and special school elections

Qualifications of elector

Policy History:

Adopted on:

Revised on: 07/21/15

1 **Charlo Public School District**

2
3 **THE BOARD OF TRUSTEES**

1112

4
5 Resignation

6
7 The resignation of a trustee of the District must be in writing, must stipulate an effective date,
8 and must be submitted to the Clerk of the District.

9
10 Trustees retiring from the Board may be recognized for their service to the District by
11 presentation of a service plaque or other appropriate activities.

12
13
14 Legal Reference: § 2-16-502, MCA Resignations
15 § 20-3-308, MCA Vacancy of trustee position
16

17
18 Policy History:

19 Adopted on:

20 Reviewed on:

21 Revised on: 10/1/15, 07/16/19

1 **Charlo Public School District**

2
3 **THE BOARD OF TRUSTEES**

1113

4
5 Vacancies

6
7 A trustee position becomes vacant before the expiration of a term, when any of the following
8 occurs:

- 9
10 1. Death of the trustee;
11 2. The effective date stipulated in the written resignation of the trustee filed with the Clerk;
12 3. Trustee moves out of the nominating district, establishing residence elsewhere;
13 4. Trustee is no longer a registered elector of the District under the provisions of § 20-20-
14 301, MCA;
15 5. Trustee is absent from the District for sixty (60) consecutive days;
16 6. Trustee fails to attend three (3) consecutive meetings of the trustees without good excuse;
17 7. Trustee has been removed under the provisions of § 20-3-310, MCA; or
18 8. Trustee ceases to have the capacity to hold office under any other provision of law.
19 9. A trustee position also shall be vacant when an elected candidate fails to qualify.
20

21 When a trustee vacancy occurs, the remaining trustees shall declare such position vacant and fill
22 such vacancy by appointment. The Board will receive applications from any qualified persons
23 seeking to fill the position after suitable public notice. The Board will appoint one (1) candidate
24 to fill the position.
25

26 Should the Board fail to fill a vacancy within sixty (60) days from the creation of a vacancy, the
27 county superintendent shall appoint, in writing, a competent person to fill such vacancy. An
28 appointee shall qualify by completing and filing an oath of office with the county superintendent
29 within fifteen (15) days after receiving notice of the appointment and shall serve until the next
30 regularly scheduled school election and a successor has qualified.
31

32
33 Cross Reference: 1240 Duties of Individual Trustees
34 1112 Resignations
35

36 Legal References: § 2-16-501(3), MCA Vacancies created
37 § 20-3-308, MCA Vacancy of trustee position
38 § 20-3-309, MCA Filling vacated trustee position – appointee
39 qualification and term of office
40

41 Policy History:

42 Adopted on:

43 Reviewed on:

44 Revised on: 10/01/15, 07/16/19

1 **Charlo Public School District**

2
3 **THE BOARD OF TRUSTEES**

1113P

4
5 Vacancies

6
7 When a vacancy occurs on the Board, it is in the best interest of the District to encourage as
8 many able citizens as possible to consider becoming a trustee. To that end, the following
9 procedures shall be used to identify and appoint citizens to fill Board vacancies:

- 10
11 1. Announcement of the vacancy and the procedure for filling it shall be made in the general
12 news media as well as District publications to patrons.
13
14 2. All citizens shall be invited to nominate candidates for the position, provided that the
15 nominees shall be residents of the District. A letter of application will be required of
16 interested candidates.
17
18 3. The Board shall individually interview the finalists in a regular or special meeting and
19 appoint the candidate who, in the judgment of the Board, is most likely to contribute to
20 the growth and development of the District's education programs and operations. All
21 trustees shall vote on the candidate of their choice.
22
23 5. The Board Clerk shall prepare, for the signatures of all trustees, a letter thanking all
24 candidates for the position and commending them for their interest in the District.
25
26
27

28 Procedure History:

29 Promulgated on:

30 Revised on:

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1 **Charlo Public School District**

2
3 **THE BOARD OF TRUSTEES**

1130

4
5 Committees

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

11
12 Committees of the Board may be created and their purposes defined by a majority of the Board.
13 The Board Chairperson shall appoint trustees to serve on such committees. Trustees serving on
14 committees shall be limited to fewer than one-half (½) of the Board.
15
16
17
18

19 Legal Reference: § 2-3-203, MCA Meetings of public agencies and certain associations
20 of public agencies to be open to public B exceptions
21 *Bryan v. Yellowstone* (2002), 2002 MT 264
22 *Crofts v. Associated Press* (2004), 2004 MT 120
23

24 Policy History:

25 Adopted on:

26 Reviewed on:

27 Revised on: 10/01/15
28

1 **Charlo Public School District**

2
3 **THE BOARD OF TRUSTEES**

1210

4
5 Qualifications, Terms, and Duties of Board Officers

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

9
10 Chairperson

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

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

23

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

27
28 Vice Chairperson

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

34

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

46 Policy History:

47 Adopted on:

48 Reviewed on:

49 Revised on: 10/01/15

1 **Charlo Public School District**

2
3 **THE BOARD OF TRUSTEES**

1230

4
5 Clerk

6
7 The Clerk of the Board shall attend all meetings of the Board, unless excused by the
8 Chairperson, and shall keep an accurate and permanent record of all proceedings. The Clerk
9 shall have custody of the records, books, and documents of the Board. In the absence or inability
10 of the Clerk to attend a Board meeting, the trustees will have one (1) of their members or a
11 District employee act as clerk for the meeting, and said person will supply the Clerk with a
12 certified copy of the proceedings.

13
14 The Clerk will keep accurate and detailed accounts of all receipts and disbursements made by the
15 District. The Clerk shall draw and countersign all warrants for expenditures that have been
16 approved by the Board.

17
18 The Clerk will make the preparations legally required for the notice and conduct of all District
19 elections.

20
21 The Clerk shall prepare and submit to the Board a financial report of receipts and disbursements
22 of all school funds on an annual basis, unless the Board requests such reports on a more frequent
23 basis. The Clerk shall perform all functions pertaining to the preparation of school elections.
24 The Clerk shall perform other duties as prescribed by state law or as directed by the Board and
25 the Superintendent.

26
27
28
29 Legal references: § 20-3-321, MCA Organization and officers
30 § 20-3-325, MCA Clerk of the district
31 § 20-4-201, MCA Employment of teachers and specialists by contract
32 § 20-9-133, MCA Adoption and expenditure limitations of final
33 budget
34 § 20-9-165, MCA Budget amendment limitation, preparation, and
35 adoption procedures
36 § 20-9-221, MCA Procedure for issuance of warrants
37 § 20-20-401(2), MCA Trustees' election duties - ballot certification
38

39 Policy History:

40 Adopted on:

41 Reviewed on:

42 Revised on: 10/01/15

THE BOARD OF TRUSTEES

1240

Duties of Individual Trustees

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

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

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

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

Cross Reference: 1113 Vacancies

| | | |
|-------------------|---------------------|---|
| Legal References: | § 20-3-301, MCA | Election and term of office |
| | § 20-3-308, MCA | Vacancy of trustee position |
| | § 20-3-324(21), MCA | Powers and duties |
| | § 20-3-332, MCA | Personal immunity and liability of trustees |

Policy History:

Adopted on:

Reviewed on:

Revised on: 10/01/15

2
3 **THE BOARD OF TRUSTEES**

1310

4
5 District Policy

6
7 Adoption and Amendment of Policies

8
9 Proposed new policies and proposed changes to existing policies shall be presented in writing for
10 reading and discussion at a regular or special Board meeting. Interested parties may submit
11 views, present data or arguments, orally or in writing, in support of or in opposition to proposed
12 policy. Any written statement by a person, relative to a proposed policy or amendment, should
13 be directed to the District Clerk prior to the final reading. The final vote for adoption shall take
14 place not earlier than at the second (2nd) reading of the particular policy. New or revised policies
15 that are required, or have required language changes based on State or Federal law, or are
16 required changes by administrative rule, may be adopted after the first (1st) reading if sufficient
17 notice has been given through the board agenda.
18

19 All new or amended policies shall become effective on adoption, unless a specific effective date
20 is stated in the motion for adoption.
21

22 Policies, as adopted or amended, shall be made a part of the minutes of the meeting at which
23 action was taken and also shall be included in the District's policy manual. Policies of the
24 District shall be reviewed annually by the Board.
25

26 Policy Manuals

27
28 The Superintendent shall develop and maintain a current policy manual which includes all
29 policies of the District. Every administrator, as well as staff, students, and other residents, shall
30 have ready access to District policies. All policy manuals distributed to anyone shall remain the
31 property of the District and shall be subject to recall at any time.
32

33 Suspension of Policies

34
35 Under circumstances that require waiver of a policy, the policy may be suspended by a majority
36 vote of the trustees present. To suspend a policy, however, all trustees must have received
37 written notice of the meeting, which includes the proposal to suspend a policy and an explanation
38 of the purpose of such proposed suspension.
39

40 Legal References: § 20-3-323, MCA District policy and record of acts
41 10.55.701, ARM Board of Trustees
42

43 Policy History:

44 Adopted on:

45 Revised on: 04/21/15

1 **Charlo Public School District**

2
3 **THE BOARD OF TRUSTEES**

1332

4
5 Authorization of Signatures

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

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

13
14 Claim Forms: Staff employed by the District in the following designated positions are
15 authorized to certify voucher or invoice claims against or for the District:

- 16 • Superintendent
17 • Principal
18 • Clerk

19 Checks: The school principal is designated as the custodian of each school building
20 extracurricular fund account. The Superintendent is designated as the custodian of all District
21 petty cash accounts. Staff employed by the District in the following designated positions are
22 authorized to sign, on behalf of the Board, checks drawn on any specific petty cash account:

- 23 • Superintendent
24 • Clerk

25
26 Contracts for Goods and Services and Leases: The Superintendent is authorized to sign, on
27 behalf of the Board, contracts, leases, and/or contracts for goods and services for amounts under
28 Five Thousand Dollars (\$5,000) without prior approval of the Board.

29 Personnel Contracts: The Board Chairperson and Clerk are authorized to sign personnel
30 contracts and agreements of employment on behalf of the Board, by facsimile signature.

31
32 Negotiated Agreements: Negotiated agreements shall be signed for the District by the Board
33 Chairperson and the Clerk.

34
35
36
37 Policy History:

38 Adopted on:

39 Revised on:

40

2
3 **THE BOARD OF TRUSTEES**

1400

page 1 of 2

4
5 Board Meetings

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

11
12 Regular Meetings

13
14 Unless otherwise specified, all meetings will take place in the Charlo High School building.
15 Regular meetings shall take place at 7:00 p.m. on the third (3rd) Tuesday of each month except in
16 June, July, and August meetings will start at 8:00 PM, or at other times and places determined by
17 a majority vote. Except for an unforeseen emergency, meetings must be held in a school
18 building or in a publicly owned building located within the District. If regular meetings are
19 scheduled at places other than as stated above or are adjourned to times other than the regular
20 meeting time, notice of the meeting shall be made in the same manner as provided for special
21 meetings. The Trustees may meet outside the boundaries of the school district for collaboration
22 or cooperation on educational issues with other school boards, educational agencies, or
23 cooperatives. Adequate notice of the meeting as well as an agenda must be provided to the
24 public in advance. Decision making may only occur at a properly noticed meeting held within
25 the school district's boundaries. When a meeting date falls on a school holiday, the meeting may
26 take place the next business day.

27
28 Emergency Meetings

29
30 In the event of an emergency involving possible personal injury or property damage, the Board
31 may meet immediately and take official action without prior notification.

32
33 Budget Meetings

34
35 Between July 1 and August 10 of each year, the Clerk shall publish a notice stating the date,
36 time, and place trustees will meet for the purpose of considering and adopting a final budget for
37 the District, stating that the meeting of the trustees may be continued from day to day until final
38 adoption of a District budget and that any taxpayer in the District may appear at the meeting and
39 be heard for or against any part of the budget. This notice shall be published in the *local*
40 *newspaper*.

41
42 On the date and at the time and place stated in the published notice (on or before August 20),
43 trustees shall meet to consider all budget information and any attachments required by law. The
44 meeting may continue from day to day; however, the Board must adopt a final budget not later
45 than August 25.
46

Special Meetings

Special meetings may be called by the Chairperson or by any two (2) trustees. A written notice of a special meeting, stating the purpose of the meeting, shall be delivered to every trustee not less than forty-eight (48) hours before the time of the meeting, except that the 48-hour notice is waived in an unforeseen emergency as stated in 20-3-322(5), MCA. Such written notice shall be posted conspicuously within the District in a manner that will receive public attention. Written notice also shall be sent not less than twenty-four (24) hours prior to the meeting, to each newspaper and radio or television station that has filed a written request for such notices.

Business transacted at a special meeting will be limited to that stated in the notice of the meeting.

Closed Sessions

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

| | | |
|-------------------|-----------------|---|
| Legal References: | § 2-3-103, MCA | Public participation - governor to insure guidelines adopted |
| | § 2-3-104, MCA | Requirements for compliance with notice provisions |
| | § 2-3-105, MCA | Supplemental notice by radio or television |
| | § 2-3-201, MCA | Legislative intent - liberal construction |
| | § 2-3-203, MCA | Meetings of public agencies and certain associations of public agencies to be open to public – exceptions |
| | §20-1-305, MCA | School Holidays |
| | § 20-3-322, MCA | Meeting and quorum |
| | § 20-9-115, MCA | Notice of final budget meeting |
| | § 20-9-131, MCA | Final budget meeting |
| | 10.55.701, ARM | Board of Trustees |

Policy History:

Adopted on:

Revised on: 08/09, 08/17/11, 7/12/2016, 8/15/17

1 **Charlo Public School District**

2
3 **THE BOARD OF TRUSTEES**

1401

4
5 Records Available to Public

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

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

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

15
16 (a) Making the public information available for inspection and copying by the requesting
17 person; or

18 (b) Providing the requesting person with an estimate of the time it will take to fulfill the
19 request if the public information cannot be readily identified and gathered and any
20 fees that maybe charged.

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

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

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

37
38 A written copy of Board minutes shall be available to the general public within five (5)
39 working days following approval of the minutes by the Board. If requested, one (1) free copy
40 of minutes shall be provided to local media within five (5) working days following approval
41 by the Board.

1 Fees will be charged as follows:
2

3 a) Copy of Board minutes - 15¢ per page
4

5 b) Copy of other materials - 25¢ per page
6

7 c) Time spent researching a copy project will be charged at the employee's
8 hourly rate of pay.
9

10
11
12 Legal References: § 2-6-1003, MCA Access to Public Information
13 § 2-6-1006, MCA Public Information requests - fees
14 § 20-3-323, MCA District policy and record of acts
15 § 20-9-213, MCA Duties of trustees
16
17
18
19

20 Policy History:

21 Adopted on: 03/2010

22 Reviewed on:

23 Revised on: 7/17/18

4
5 School Board Use of Email and Mobile Messaging

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

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

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

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

38 Policy History:

39 Adopted on:

40 Reviewed on:

41 Revised on: 12/19/19

2
3 **THE BOARD OF TRUSTEES**

1420

page 1 of 3

4
5 School Board Meeting Procedure

6
7 Agenda

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

12
13 The Board Chairperson must approve any items submitted by Board members or members of the
14 public, to be placed on the agenda. Citizens wishing to make brief comments about school
15 programs or procedures will follow the public comment procedures in district policy.

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

25
26 With consent of a majority of members present, the order of business at any meeting may be
27 changed. Copies of the agenda for the current Board meeting, minutes of the previous Board
28 meeting, and relevant supplementary information will be prepared and distributed to each trustee
29 at least twenty-four (24) hours in advance of a Board meeting and will be available to any
30 interested citizen at the Superintendent’s office twenty-four (24) hours before a Board meeting.
31 An agenda for other types of Board meetings will be prepared, if circumstances require an
32 agenda.

33
34 Consent Agenda

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

42
43 Minutes

44
45 Appropriate minutes of all meetings required to be open must be kept and must be available for
46 inspection by the public. [(Optional) If an audio recording of a meeting is made and designated

as official, the recording constitutes the office record of the meeting. If an official recording is made, a written record of the meeting must also be made and must also include:

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

If the minutes are recorded and designated as the official record, a log or time stamp for each main agenda item is required for the purpose of providing assistance to the public in accessing that portion of the meeting.

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

Quorum

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

Electronic Participation

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

If the Board allows a member to participate electronically, the member will be considered present and will have his or her actual physical presence excused. The member shall be counted present for

purposes of convening a quorum. The Clerk will document it in the minutes, when members participate in the meeting electronically.

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

Meeting Conduct and Order of Business

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

Rescind a Motion

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

Cross Reference: 1441 Audience Participation

| | | |
|-------------------|--|--|
| Legal References: | § 2-3-103, MCA | Public participation - governor to ensure guidelines adopted |
| | § 2-3-202, MCA | Meeting defined |
| | § 2-3-212, MCA | Minutes of meetings – public inspection |
| | § 20-1-212, MCA | Destruction of records by school officer |
| | § 20-3-322, MCA | Meetings and quorum |
| | § 20-3-323, MCA | District policy and record of acts |
| | <i>Jones and Nash v. Missoula Co., 2006 MT2, 330 Mont 2005</i> | |

Policy History:

Adopted on:

Reviewed on:

Revised on: 7/17/18, 12/19/19

1 **Charlo Public School District**

2
3 **THE BOARD OF TRUSTEES**

1420F

4
5 Notice Regarding Public Comment

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

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

21
22 By law, the District cannot take any action on any matter discussed during the public comment
23 portion of the meeting as those matters are not specifically noticed on the agenda. The Board
24 may take a matter raised during the public comment period under consideration for inclusion on
25 a future agenda.

26
27 In accordance with Montana law, citizens have the right to comment on an item that is
28 specifically listed on the agenda. Citizens will be permitted to do so when the item comes up for
29 discussion and action. The board chair will indicate when the public has the opportunity to
30 comment prior to board action on a particular agenda item.

31
32 The Board Chair has the authority to manage all public comment periods and will do so in
33 accordance with state law and district policy.

34
35 Policy History:

36 Adopted on:

37 Reviewed on:

38 Revised on: 12/19/19

1 **Charlo Public School District**

2
3 **THE BOARD OF TRUSTEES**

1425

4
5 Abstentions From Voting

6
7 Section 20-3-323(2), MCA, requires the minutes of each Board meeting to include the voting
8 records of each trustee present. As a general rule trustees should vote on all issues, unless
9 casting a vote would be a violation of law. Under Montana law, instances in which it would be
10 unlawful or inappropriate for a trustee to cast a vote on a particular issue include but are not
11 necessarily limited to situations when the Board is considering hiring the relative of a trustee.
12

13 In addition, a trustee shall be allowed to abstain from voting to avoid the appearance of
14 impropriety or the appearance of a perceived conflict. If a trustee abstains from voting, the
15 abstention should be recorded in the minutes and may include an explanation of the reasons for
16 the abstention. The Board discourages abstentions, unless the reasons are substantiated as
17 provided herein.
18

| | | |
|----------------------|-----------------|--|
| 19 Legal References: | § 2-2-105, MCA | Ethical requirements for |
| 20 | | public officers and public employees |
| 21 | § 2-2-121, MCA | Rules of conduct for public officers and |
| 22 | | public employees |
| 23 | § 2-2-302, MCA | Appointment of relative to office of trust or |
| 24 | | emolument unlawful – exceptions – |
| 25 | | publication of notice |
| 26 | § 20-1-201, MCA | School officers not to act as agents |
| 27 | § 20-3-323, MCA | District policy and record of acts |
| 28 | § 20-9-204, MCA | Conflicts of interests, letting contracts, and |
| 29 | | calling for bids |
| 30 | | |

31 Policy History:

32 Adopted on:

33 Reviewed on:

34 Revised on: 07/16/19

2
3 **THE BOARD OF TRUSTEES**

1441

4
5 Audience Participation

6
7 The Board recognizes the value of public comment on educational issues and the importance of
8 involving members of the public in its meetings. The Board also recognizes the statutory and
9 constitutional rights of the public to participate in governmental operations. To allow fair and
10 orderly expression of public comments, the Board will permit public participation through oral or
11 written comments during the “public comment” section of the Board agenda and prior to a final
12 decision on a matter of significant interest to the public. The Chairperson may control such
13 comment to ensure an orderly progression of the meeting in the manner described in Policy
14 1420F.

15
16 Cross Reference: 1420 School Board Meeting Procedure

17
18 Legal Reference: Article II, Section 8, Montana Constitution – Right of participation
19 Article II, Section 10, Montana Constitution – Right of privacy
20 Chapter 2, Part 1, MCA Notice and Opportunity to Be Heard
21

22
23 Policy History:

24 Adopted on:

25 Reviewed on:

26 Revised on: 12/19/19

1 **Charlo Public School District**

2
3 **THE BOARD OF TRUSTEES**

1511

4
5 Code of Ethics for School Board Members

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

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

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

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

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

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

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

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

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

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

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

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

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

45
46 Policy History:

47 Adopted on:

48 Revised on:

1 **Charlo School District**

2
3 **THE BOARD OF TRUSTEES**

1512

Page 1 of 2

4
5 Conflict of Interest

6
7 A trustee may not:

- 8
- 9 1. Engage in a substantial financial transaction for the trustee's private business purpose,
10 with a person whom the trustee inspects or supervises in the course of official duties.
11
 - 12 2. Perform an official act directly and substantially affecting, to its economic benefit, a
13 business or other undertaking in which the trustee either has a substantial financial
14 interest or is engaged as counsel, consultant, representative, or agent.
15
 - 16 3. Act as an agent or solicitor in the sale or supply of goods or services to a district.
17
 - 18 4. Have a pecuniary interest, directly or indirectly, in any contract made by the Board, when
19 the trustee has more than a ten percent (10%) interest in the corporation. A contract does
20 not include: 1) merchandise sold to the highest bidder at public auctions; 2) investments
21 or deposits in financial institutions that are in the business of loaning or receiving money,
22 when such investments or deposits are made on a rotating or ratable basis among
23 financial institutions in the community or when there is only one (1) financial institution
24 in the community; or 3) contracts for professional services other than salaried services or
25 for maintenance or repair services or supplies when the services or supplies are not
26 reasonably available from other sources, if the interest of any Board member and a
27 determination of such lack of availability are entered in the minutes of the Board meeting
28 at which the contract is considered.
29
 - 30 5. Be employed in any capacity by the District, with the exception of officiating at athletic
31 competitions under the auspices of the Montana Officials Association.
32
 - 33 6. Perform an official act directly and substantially affecting a business or other
34 undertaking to its economic detriment when the officer or employee has a substantial
35 personal interest in a competing firm or undertaking.
36
 - 37 7. Appoint or renew to a position of trust or emolument any person related or connected by
38 consanguinity within the fourth (4th) degree or by affinity within the second (2nd) degree.
39
 - 40 a. This prohibition does not apply to the issuance of an employment contract to a
41 person as a substitute teacher who is not employed as a substitute teacher for more
42 than thirty (30) consecutive school days.
 - 43 b. This prohibition does not apply to the renewal of an employment contract of a
44 tenured teacher or classified employee employed without a written contract for a
45 specific term related to a Board member, who was initially hired before the Board
46 member assumed the trustee position.

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

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

Policy History:

Adopted on:

Revised on: 11/23/11, 07/16/19, 12/19/19

Charlo Public School District

THE BOARD OF TRUSTEES

1512F
Page 1 of 2

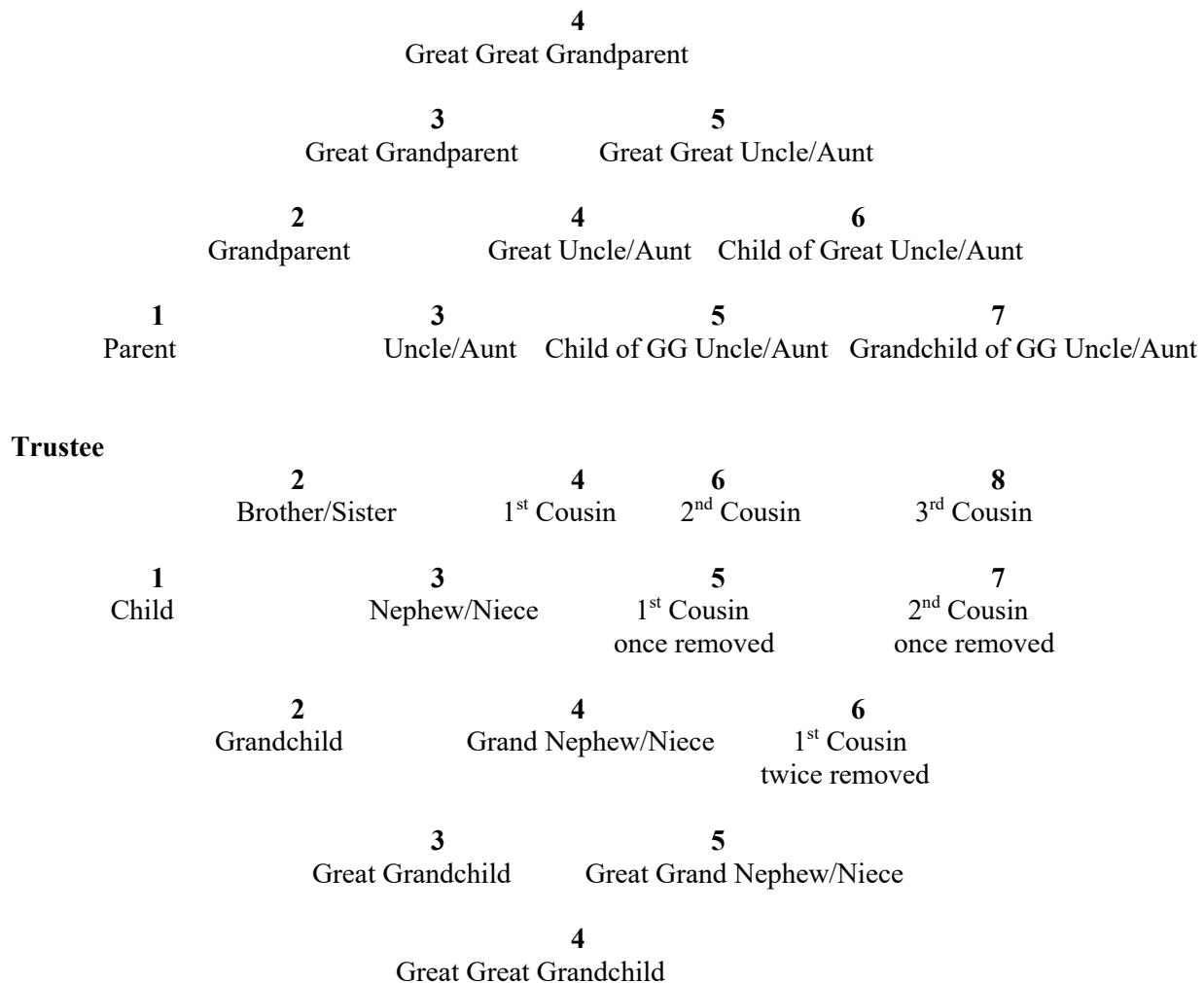
Relationships Defined and Chart

Definitions

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

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

Degrees of Consanguinity



Degrees of Affinity

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

Policy History:

Adopted on: 07/16/19

Reviewed on:

Revised on:

2
3 **THE BOARD OF TRUSTEES**

1513

4
5 Management Rights

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

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

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

27
28 The Board also reserves the right to delegate authority to the Superintendent for the ongoing

29 direction of all District programs.

30

31
32
33 Cross Reference: 6110 Superintendent

34
35 Legal Reference: § 20-3-324, MCA Powers and duties

36 § 39-31-303, MCA Management rights of public employers

37

38 Policy History:

39 Adopted on:

40 Revised on:

41

2
3 **THE BOARD OF TRUSTEES**

1521

4
5 Board-Superintendent Relationship

6
7 The Board-Superintendent relationship is based on mutual respect for their complementary roles.
8 The relationship requires clear communication of expectations regarding the duties and
9 responsibilities of both the Board and the Superintendent.

10
11 The Board hires, evaluates, and seeks the recommendations of the Superintendent as the District
12 chief executive officer. The Board adopts policies necessary to provide the general direction for
13 the District and to encourage achievement of District goals. The Superintendent develops plans,
14 programs, and procedures needed to implement the policies and directs the District's day-to-day
15 operations.

16
17
18
19 Cross Reference: 6110 Superintendent

20
21 Legal Reference: § 20-4-401, MCA Appointment and dismissal of district
22 superintendent or county high school principal
23 § 20-4-402, MCA Duties of district superintendent or county high
24 school principal

25
26 Policy History:

27 Adopted on:

28 Revised on:

1 **Charlo Public School District**

2
3 **THE BOARD OF TRUSTEES**

1531

4
5 Trustee Expenses

6 Expenses for Board Members - In-District

7
8 The members of the trustees of any district may not receive compensation for their services as trustees.
9 The members of the trustees who reside over 3 miles from the trustees' meeting place must be reimbursed
10 at the rate as provided in 2-18-503 for every mile necessarily traveled between their residence and the
11 meeting place and return in attending the regular and special meetings of the trustees, and all trustees
12 must be similarly reimbursed for meetings called by the county superintendent. The travel reimbursement
13 may be accumulated during the school fiscal year and paid at the end of the fiscal year, at the discretion of
14 each trustee.

15
16 A trustee is entitled to collect mileage at a rate equal to the mileage allotment allowed by the United
17 States internal revenue service for the current year for the first 1,000 miles and 3 cents less per mile for all
18 additional miles traveled within a given calendar month.

19
20 A trustee must file a reimbursement for mileage form, prior to July 1 of each year, requesting
21 reimbursement for the fiscal year. The form may be obtained from the District Clerk/Business Manager.

22
23 Expenses for Board Members at Out-of-District Meetings

24
25 Trustees normally attend workshops, training institutes, and conferences at both the state and
26 national levels. The District will pay all legitimate costs for trustees to attend out-of-District
27 meetings, at established rates for reimbursement set by the District:

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

37
38 Cross Reference: 7336 Travel Allowances and Expenses
39 Mileage reimbursement form

40
41 Legal Reference: §2-18-503, MCA Mileage - allowance
42 §20-3-311, MCA Trustee reimbursement and compensation of
43 secretary for joint board.

44 Policy History:

45 Adopted on:

46 Reviewed on:

47 Revised on: 7/18/17

1 **Charlo Public School District**

2
3 **THE BOARD OF TRUSTEES**

1532

4
5 Trustee Insurance

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

10
11
12
13 Legal References: § 20-3-331, MCA Purchase of insurance B self-insurance plan
14 § 20-3-332, MCA Personal immunity and liability of trustees
15

16 Policy History:

17 Adopted on:

18 Revised on:

1 **Charlo Public School District**

R

2
3 **THE BOARD OF TRUSTEES**

1610

4
5 Annual Goals and Objectives

6
7 Each year, during the month of September the Board will formulate or review the goals of the
8 District that reflect the district's strategic plan of education. At the conclusion of each school
9 year, the Administration shall report to the Board information which reflects the
10 accomplishments towards the goals of the District.

11
12 The Chairperson may appoint a committee of the Board, to include the Superintendent and
13 Principal to annually review the goals and report to the Board.

14
15
16 Cross Reference: MTSBA Strategic Governance Policy Series – 1000SG

17
18 Legal Reference: 10.55.701(2)(a), ARM Board of Trustees

19
20
21 Policy History:

22 Adopted on:

23 Reviewed on:

24 Revised on: 08/20/19

1 **Charlo Public School District**

2
3 **THE BOARD OF TRUSTEES**

1621

4
5 In-Service Conference for Trustees

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

14 Policy History:

15 Adopted on:

16 Revised on:

1 **Charlo Public School District**

2
3 **BOARD OF TRUSTEES**

1635

4
5 Internships

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

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

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

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

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

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

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

38
39
40
41 Policy History:

42 Adopted on:

43 Reviewed on:

44 Revised on: 10/01/15

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. 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 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.

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 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

1
2
3
4 appoints a panel to consider the appeal, the panel will meet to consider the appeal and then make
5 written recommendation to the full Board. The Board will report its decision on the appeal, in
6 writing, to all parties, within thirty (30) calendar days of the Board meeting at which the Board
7 considered the appeal or the recommendation of the panel. A decision of the Board is final,
8 unless it is appealed pursuant to Montana law within the period provided by law.
9

10 Cross Reference: 3210 - Equal Educational Opportunity and Nondiscrimination
11 5010 - Equal Employment Opportunity and Nondiscrimination
12 3225-3225P – Sexual Harassment of Students
13 5012-5012P – Sexual Harassment of Employees
14

15 Legal Reference: Title IX of the Education Amendments of 1972 (Civil Rights Act)
16 Title II of the Americans with Disabilities Act of 1990
17 § 504 of the Rehabilitation Act of 1973
18

19 Policy History:

20 Adopted on:

21 Reviewed on:

22 Revised on: 10/01/15, 07/16/19, 12/19/19, 4/20/21

CHARLO SCHOOL DISTRICT

R = required

2000 SERIES INSTRUCTION

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| | 2500 | Limited English Proficiency Program |
| | 2510 | School Wellness |
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2
3 **INSTRUCTION**

2000

4
5 Goals

6
7 The District's educational program will seek to provide an opportunity for each child to develop
8 to his or her maximum potential. The objectives for the educational program are:

- 9
- 10 • To foster self-discovery, self-awareness, and self-discipline.
 - 11
 - 12 • To develop an awareness of and appreciation for cultural diversity.
 - 13
 - 14 • To stimulate intellectual curiosity and growth.
 - 15
 - 16 • To provide fundamental career concepts and skills.
 - 17
 - 18 • To help the student develop sensitivity to the needs and values of others and
19 respect for individual and group differences.
 - 20
 - 21 • To help each student strive for excellence and instill a desire to reach the limit of
22 his or her potential.
 - 23
 - 24 • To develop the fundamental skills which will provide a basis for lifelong learning.
 - 25
 - 26 • To be free of any sexual, cultural, ethnic, or religious bias.
 - 27

28 The administrative staff is responsible for apprising the Board of the educational program's
29 current and future status. The Superintendent should prepare an annual report that includes:

- 30
- 31 • A review and evaluation of the present curriculum;
 - 32
 - 33 • A projection of curriculum and resource needs;
 - 34
 - 35 • An evaluation of, and plan to eliminate, any sexual, cultural, ethnic, or religious
36 bias that may be present in the curriculum or instructional materials and methods;
 - 37
 - 38 • A plan for new or revised instructional program implementations; and
 - 39
 - 40 • A review of present and future facility needs.

41
42 Legal Reference 10.55.701, ARM Board of Trustees

43
44 Policy History:

45 Adopted on:

46 Revised on:

2
3 **INSTRUCTION**

2100

Page 1 of 2

4
5 School Year Calendar and Day

6
7 School Calendar

8
9 Subject to §§ 20-1-301 and 20-1-308, MCA, and any applicable collective bargaining agreement
10 covering the employment of affected employees, the trustees of a school district shall set the
11 number of hours in a school term, the length of the school day, and the number of school days in
12 a school week. When proposing to adopt changes to a previously adopted school term, school
13 week, or school day, the trustees shall: (a) negotiate the changes with the recognized collective
14 bargaining unit representing the employees affected by the changes; (b) solicit input from the
15 employees affected by the changes but not represented by a collective bargaining agreement; (c)
16 and from the people who live within the boundaries of the school district.

17
18 Commemorative Holidays

19
20 Teachers and students will devote a portion of the day on each commemorative holiday
21 designated in § 20-1-306, MCA, to study and honor the commemorated person or occasion. The
22 Board may from time to time designate a regular school day as a commemorative holiday.

23
24 Saturday School

25
26 Pupil instruction may be held on a Saturday at the discretion of a school district for the purpose
27 of providing additional pupil instruction, provided that: (a) Saturday school is not a pupil-
28 instruction day and does not count toward the minimum aggregate hours of pupil instruction; and
29 (b) student attendance is voluntary.

30
31 School Fiscal Year

32
33 At least the minimum number of aggregate hours must be conducted during each school fiscal
34 year. The minimum aggregate hours required by grade are:

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

39
40 The minimum aggregate hours, described above, are not required for any pupil demonstrating
41 proficiency pursuant to 20-9-311(4)(d), MCA.

42
43 In addition, seven (7) pupil instruction-related days may be scheduled for the following
44 purposes:

- 45 1. Pre-school staff orientation for the purpose of organization of the school year;
46 2. Staff professional development programs (minimum of three (3) days);
47
48
49
50
51

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.

| | | |
|-------------------|--------------------|---|
| 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:

Revised on: 10/06, 11/20/07, 01/15/08, 08/08/11, 07/16/19

2
3 **INSTRUCTION**

2105

4
5 Grade Organization

6
7 The District maintains instructional levels for grades kindergarten (K) through twelve (12). The
8 grouping and housing of instructional levels in school facilities will be according to plans
9 developed by the Superintendent and approved by the Board.

10
11 Instructional programs will be coordinated between each grade and between levels of schools.

12
13 A student will be assigned to an instructional group or to a classroom which will best serve the
14 needs of that individual while still considering the rights and needs of other students. Factors to
15 be considered in classroom assignments are class size, peer relations, student/teacher relations,
16 instructional style of individual teachers, and any other variables that will affect the performance
17 of the student.

18
19 Criteria for grouping will be based on learning goals and objectives addressed and the student=s
20 ability to achieve those purposes.

21
22
23
24 Legal Reference: § 20-6-501, MCA Definition of various schools

25
26 Policy History:

27 Adopted on:

28 Revised on:

1 **Charlo School District**

2
3 **INSTRUCTION**

2110

4
5 Objectives

6
7 Continuous Progress Education

8
9 The Board acknowledges its responsibility to develop and implement a curriculum designed to
10 provide for sequential intellectual and skill development necessary for students to progress on a
11 continuous basis from elementary through secondary school.

12
13 The Superintendent is directed to develop instructional programs which will enable each student
14 to learn at the student's best rate. The instructional program will strive to provide for:

- 15
16 1. Placement of a student at the student's functional level;
17
18 2. Learning materials and methods of instruction considered to be most appropriate to the
19 student's learning style; and
20
21 3. Evaluation to determine if the desired student outcomes have been achieved.

22
23 Each year, the Superintendent will determine the degree to which such instructional programs are
24 being developed and implemented. Accomplishment reports submitted annually will provide the
25 Board with the necessary information to make future program improvement decisions.

26
27
28
29 Policy History:

30 Adopted on:

31 Reviewed on:

32 Revised on: 10/01/15

INSTRUCTION

2120

Curriculum and Assessment

The Board is responsible for curriculum adoption and must approve all significant changes, including the adoption of new textbooks and new courses, before such changes are made. The Superintendent is responsible for making curriculum recommendations. The District shall ensure their curriculum is aligned to all content standards and the appropriate learning progression for each grade level.

A written sequential curriculum will be developed for each subject area. The curricula will address learner goals, content and program area performance standards, and District education goals and will be constructed to include such parts of education as content, skills, and thinking. The District shall review curricula at least every five (5) years or consistent with the state's standards revision schedule, and modify, as needed, to meet educational goals of the continuous school improvement plan pursuant to ARM 10.55.601.

The staff and administration will suggest materials and resources, to include supplies, books, materials, and equipment necessary for development and implementation of the curriculum and assessment, which are consistent with goals of the education program.

The District shall maintain their programs consistent with the state's schedule for revising standards.

The District shall assess the progress of all students toward achieving content standards and content-specific grade-level learning progressions in each program area. The District shall use assessment results, including state-level achievement information obtained by administration of assessments pursuant to ARM 10.56.101 to examine the educational program and measure its effectiveness. The District shall use appropriate multiple measures and methods, including state-level achievement information obtained by administration of assessments pursuant to the requirements of ARM 10.56.101, to assess student progress in achieving content standards and content-specific grade-level learning progressions in all program areas. The examination of program effectiveness using assessment results shall be supplemented with information about graduates and other student's no longer in attendance.

Cross Reference: 2000 Goals
 2110 Objectives

| | | |
|------------------|-----------------|---|
| Legal Reference: | § 20-3-324, MCA | Powers and duties |
| | § 20-4-402, MCA | Duties of district superintendent or county high school principal |
| | § 20-7-602, MCA | Textbook selection and adoption |
| | 10.55.603, ARM | Curriculum and Assessment |

Policy History:

Adopted on:

Revised on:

1 **Charlo School District**

2
3 **INSTRUCTION**

2123

4
5 Lesson Plan

6
7 To insure proper planning and continuity of instruction, the Board requires that each teacher
8 prepare lesson plans for daily instruction. To facilitate more effective instruction, lesson plans
9 must be prepared and turned in to the principal Monday morning of each week. The format for
10 the lesson plan will be specified by the building principal and will be reviewed on a regular
11 basis. The lesson plan must be readily available, when a substitute teacher is needed.
12
13
14

15 Policy History:

16 Adopted on:

17 Revised on:

1 **Charlo School District**

2
3 **INSTRUCTION**

2130

4
5 Program Evaluation and Diagnostic Tests

6
7 The Board strives for efficiency and effectiveness in all facets of its operations. To achieve this
8 goal, the Board will set forth:

- 9
10 1. A clear statement of expectations and purposes for the District instructional program;
11
12 2. A provision for staff, resources, and support to achieve stated expectations and purposes;
13 and
14
15 3. A plan for evaluating instructional programs and services to determine how well
16 expectations and purposes are being met.
17

18 Parents who wish to examine any assessment materials may do so by contacting the
19 Superintendent. Parental approval is necessary before administering an individual intelligence
20 test or a diagnostic personality test. No tests or measurement devices which include questions
21 about a student's or the student's family's personal beliefs and practices in family life, morality,
22 and religion will be administered, unless the parent gives written permission for the student to
23 take such test, questionnaire, or examination.
24
25
26

27 Legal Reference: 20 U.S.C. § 1232h Protection of pupil rights
28 10.55.603, ARM Curriculum Development and Assessment
29 10.56.101, ARM Student Assessment
30

31 Policy History:

32 Adopted on:

33 Revised on:

2
3 **INSTRUCTION**

2132

page 1 of 3

4
5 Student and Family Privacy Rights

6
7 Surveys - General

8
9 All surveys requesting personal information from students, as well as any other instrument used
10 to collect personal information from students, must advance or relate to the District's educational
11 objectives as identified in Board Policy. This applies to all surveys, regardless of whether the
12 student answering the questions can be identified and regardless of who created the survey.

13
14 Surveys Created by a Third Party

15
16 Before the District administers or distributes a survey created by a third party to a student, the
17 student's parent(s)/guardian(s) may inspect the survey upon request and within a reasonable time
18 of their request.

19
20 This section applies to every survey: (1) that is created by a person or entity other than a District
21 official, staff member, or student, (2) regardless of whether the student answering the questions
22 can be identified, and (3) regardless of the subject matter of the questions.

23
24 Surveys Requesting Personal Information

25
26 School officials and staff members shall not request, nor disclose, the identity of any student who
27 completes ANY survey containing one (1) or more of the following items:

- 28
29 1. Political affiliations or beliefs of the student or the student's parent/guardian;
30 2. Mental or psychological problems of the student or the student's family;
31 3. Behavior or attitudes about sex;
32 4. Illegal, anti-social, self-incriminating, or demeaning behavior;
33 5. Critical appraisals of other individuals with whom students have close family
34 relationships;
35 6. Legally recognized privileged or analogous relationships, such as those with lawyers,
36 physicians, and ministers;
37 7. Religious practices, affiliations, or beliefs of the student or the student's parent/guardian;
38 8. Income (other than that required by law to determine eligibility for participation in a
39 program or for receiving financial assistance under such program).

40
41 The student's parent(s)/guardian(s) may:

- 42
43 1. Inspect the survey within a reasonable time of the request, and/or
44 2. Refuse to allow their child to participate in any survey requesting personal information. The
45 school shall not penalize any student whose parent(s)/guardian(s) exercise this option.

2132

Instructional Material

A student's parent(s)/guardian(s) may, within a reasonable time of the request, inspect any instructional material used as part of their child's educational curriculum.

The term "instructional material," for purposes of this policy, means instructional content that is provided to a student, regardless of its format, printed or representational materials, audio-visual materials, and materials in electronic or digital formats (such as materials accessible through the Internet). The term does not include academic tests or academic assessments.

Collection of Personal Information from Students for Marketing Prohibited

The term "personal information," for purposes of this section only, means individually identifiable information including: (1) a student's or parent's first and last name, (2) a home or other physical address (including street name and the name of the city or town), (4) telephone number, or (5) a Social Security identification number.

The District will not collect, disclose, or use student personal information for the purpose of marketing or selling that information or otherwise providing that information to others for that purpose.

The District, however, is not prohibited from collecting, disclosing, or using personal information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions such as the following:

1. College or other post-secondary education recruitment or military recruitment;
2. Book clubs, magazines, and programs providing access to low-cost literary products;
3. Curriculum and instructional materials used by elementary schools and secondary schools;
4. Tests and assessments to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments;
5. The sale by students of products or services to raise funds for school-related or education-related activities;
6. Student recognition programs.

Notification of Rights and Procedures

The Superintendent or designee shall notify students' parents/guardians of:

1. This policy as well as its availability from the administration office upon request;
2. How to opt their child out of participation in activities as provided in this policy;
3. The approximate dates during the school year when a survey requesting personal information, as described above, is scheduled or expected to be scheduled;
4. How to request access to any survey or other material described in this policy.

This notification shall be given parents/guardians at least annually at the beginning of the school year and within a reasonable period after any substantive change in this policy.

The rights provided to parents/guardians in this policy transfer to the student, when the student turn 18 years of age or is an emancipated minor.

NOTE: This policy must be adopted in consultation with parents. 20 U.S.C. § 1232h(c)(1). Therefore, MTSBA recommends that, at a minimum, Boards specifically note this on their meeting agendas and request public comment prior to adoption.

Cross Reference: 3410 Student Health
 2311 Instructional Materials
 3200 Student Rights and Responsibilities

Legal Reference: 20 U.S.C. 1232h Protection of Pupil Rights

Policy History:

Adopted on:

Revised on:

Charlo School District

INSTRUCTION

2140

Guidance and Counseling

The District recognizes that guidance and counseling are an important part of the total program of instruction and should be provided in accordance with state laws and regulations, District policies and procedures, and available staff and program support.

The general goal of this program is to help students achieve the greatest personal value from their educational opportunities. Such a program should:

1. Provide staff with meaningful information which can be utilized to improve educational services offered to individual students.
2. Provide students with planned opportunities to develop future career and educational plans.
3. Refer students with special needs to appropriate specialists and agencies.
4. Aid students in identifying options and making choices about their educational program.
5. Assist teachers and administrators in meeting academic, social, and emotional needs of students.
6. Provide for a follow-up of students who further their education and/or move into the world of work.
7. Solicit feedback from students, staff, and parents, for purposes of program improvement.
8. Assist students in developing a sense of belonging and self-respect.
9. Have information available about nicotine addiction services and referrals to tobacco cessation programs to students and staff.

All staff will encourage students to explore and develop their individual interests in career and vocational-technical programs and employment opportunities, without regard to gender, race, marital status, national origin, or handicapping conditions, including reasonable efforts in encouraging students to consider and explore “nontraditional” occupations.

| | | |
|-----------------|-----------------|--|
| Legal Reference | § 49-3-203, MCA | Educational, counseling, and training programs |
| | 10.55.710, ARM | Assignment of Guidance Staff |
| | 10.55.802, ARM | Opportunity and Educational Equity |

Policy History:

Adopted on:

Revised on: 11/23/11

1 **Charlo School District**

2
3 **INSTRUCTION**

2150

Page 1 of 2

4
5 Suicide Awareness and Prevention

6
7 Professional Development

8 The District will provide professional development on youth suicide awareness and prevention to
9 each employee of the district who work directly with any students enrolled in the school district.
10 The training materials will be approved by the Office of Public Instruction (OPI).

11
12 The District will provide, at a minimum, two (2) hours of youth suicide awareness and
13 prevention training every five (5) years. All new employees who work directly with any student
14 enrolled in the school district will be provided two (2) hours of training the first year of
15 employment.

16
17 Youth suicide and prevention training may include:

- 18
19 A. In-person attendance at a live training;
20 B. Videoconference;
21 C. An individual program of study of designated materials;
22 D. Self-review modules available online; and
23 E. Any other method chosen by the local school board that is consistent with professional
24 development standards.

25
26 Prevention and Response

27 The Board authorizes the Administration and appropriate District staff to develop procedures to
28 address matters related to suicide prevention and response that:

- 29
30 A. Promote collaboration with families and with community providers in all aspects of
31 suicide prevention and response;
32 B. Include high quality intervention services for students;
33 C. Promote interagency cooperation that enables school personnel to identify and access
34 appropriate community resources for use in times of crisis;
35 D. Include reintegration of youth into a school following a crisis, hospitalization, or
36 residential treatment;
37 E. Provide for leadership, planning, and support for students and school personnel to ensure
38 appropriate responses to attempted or completed suicides.

39
40 No cause of action may be brought for any loss or damage caused by any act or admission
41 resulting from the implementation of the provisions of this policy or resulting from any training,
42 or lack of training, related to this policy. Nothing in this policy shall be construed to impose a
43 specific duty of care.

44
45 This policy will be reviewed by the Board of Trustees on a regular basis.
46

Legal Reference: § 20-7-1310, MCA Youth suicide awareness and prevention training
ARM 10.55.720 Suicide Prevention and Response

Policy History:

Adopted on: 07/18/17

Reviewed on:

Revised on: 12/19/19

1 **Charlo School District**

2
3 **INSTRUCTION**

2151

4
5 Interscholastic Activities

6
7 The District recognizes the value of a program of interscholastic activities as an integral part of
8 the total school experience. The program of interscholastic activities will include all activities
9 relating to competitive sport or intellectual contests, games or events, or exhibitions involving
10 individual students or teams of students of this District, when such events occur between schools
11 outside this District.

12
13 All facilities and equipment utilized in the interscholastic activity program, whether or not the
14 property of the District, will be inspected on a regular basis. Participants will be issued
15 equipment which has been properly maintained and fitted.

16
17 An activity coach must be properly trained and qualified for an assignment as described in the
18 coach's job description. A syllabus which outlines the skills, techniques, and safety measures
19 associated with a coaching assignment will be distributed to each coach. All personnel coaching
20 intramural or interscholastic activities will hold a current valid First Aid Certificate.

21
22 The Board recognizes that certain risks are associated with participation in interscholastic
23 activities. While the District will strive to prevent injuries and accidents to students, each parent
24 or guardian will be required to sign an "assumption of risk" statement indicating that the parents
25 assume all risks for injuries resulting from such participation. Each participant will be required
26 to furnish evidence of physical fitness prior to becoming a member of an interscholastic team. A
27 participant will be free of injury and will have fully recovered from illness before participating in
28 any event.

29
30 Coaches and/or trainers may not issue medicine of any type to students. This provision does not
31 preclude the coach and/or trainer from using approved first aid items.

32
33
34
35 Cross Reference: 3416 Administering Medicines to Students

36
37 Legal Reference: 10.55.707, ARM Certification
38 37.111.825, ARM Health Supervision and Maintenance

39
40 Policy History:

41 Adopted on:

42 Revised on:

CHARLO SCHOOL ATHLETICS INFORMED CONSENT AND INSURANCE VERIFICATION FORM

Extracurricular activities may include physical contact and physical exertion. There is an inherent risk of injury in the activity. By signing this agreement, I acknowledge that the School District staff try to prevent accidents. I agree to accept responsibility for my student's participation in the school activities. The activity is strictly voluntary.

I, the undersigned, hereby acknowledge and understand that, regardless of all feasible safety measures that may be taken by the School District, participation in this event entails certain inherent risks. I certify that my student is physically fit and medically able to participate or have noted an applicable physical or medical diagnosis at the bottom of this form. I further certify that my student will honor all instructions of district staff and failure to honor instructions may result on dismissal from the activity. I have been informed of these risks, understand them, and feel that the benefits of participation outweigh the risks involved. My signature below gives my child permission to participate in a Charlo School Activity.

I authorize qualified emergency medical professionals to examine and in the event of injury or serious illness, administer emergency care to my student. I understand every effort will be made to contact the family or contact person noted below to explain the nature of the problem prior to any involved treatment. In the event it becomes necessary for the district staff in charge to obtain emergency care for my student, I understand that neither the district employee in charge of the activity nor the school district assumes financial liability for expenses incurred because of an accident, injury, illness and/or unforeseen circumstances.

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

____ I have personal medical insurance to cover the student's participation;

INSURANCE (Company Name) _____

Policy # _____

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

Signature Required Regardless of Insurance Coverage:

Student Athlete _____
(Please Print)

Parent/Guardian _____
(Signature)

Date: _____

2
3 **INSTRUCTION**

2158

Page 1 of 2

4
5
6 Family Engagement Policy

7
8 The Board of Trustees believes that engaging parents/families in the education process is
9 essential to improved academic success for students. The Board recognizes that a student's
10 education is a responsibility shared by the district, parents, families and other members of the
11 community during the entire time a student attends school. The Board believes that the district
12 must create an environment that is conducive to learning and that strong, comprehensive
13 parent/family involvement is an important component. Parent/Family involvement in education
14 requires a cooperative effort with roles for the Office of Public Instruction (OPI), the district,
15 parents/families and the community.
16

17 Parent/Family Involvement Goals and Plan

18
19 The Board of Trustees recognizes the importance of eliminating barriers that impede
20 parent/family involvement, thereby facilitating an environment that encourages collaboration
21 with parents, families and other members of the community. Therefore, the district will develop
22 and implement a plan to facilitate parent/family involvement that shall include the following six
23 (6) goals:
24

- 25 1. Promote families to actively participate in the life of the school and feel welcomed,
26 valued, and connected to each other, to school staff, and to what students are learning and
27 doing in class;
28
- 29 2. Promote families and school staff to engage in regular, two-way meaningful
30 communication about student learning;
31
- 32 3. Promote families and school staff to continuously collaborate to support student learning
33 and healthy development both at home and at school and have regular opportunities to
34 strengthen their knowledge and skills to do so effectively;
35
- 36 4. Empower parents to be advocates for their own and other children, to ensure that students
37 are treated equitably and have access to learning opportunities that will support their
38 success;
39
- 40 5. Encourage families and school staff to be partners in decisions that affect children and
41 families and together inform, influence, and create policies, practices, and programs; and
42
- 43 6. Encourage families and school staff to collaborate with members of the community to
44 connect students, families, and staff to expand learning opportunities, community
45 services, and civic participation.
46

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

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

Legal Reference: 10.55.701(m), ARM Board of Trustees

Policy History:

Adopted on: 10/01/15

Reviewed on:

Revised on:

2
3 **INSTRUCTION**

2160

page 1 of 2

4
5 Title I Parent and Family Engagement

6
7 The District endorses the parent and family engagement goals of Title I and encourages the
8 regular participation of parents and family members (including parents and families of migrant
9 students if applicable) of Title I eligible children in all aspects of the program to establish the
10 agency's expectations and objectives for meaningful parent and family involvement. The
11 education of children is viewed as a cooperative effort among the parents, family members,
12 school, and community. In this policy the word "parent" also includes guardians and other
13 family members involved in supervising the child's schools.
14

15 Pursuant to federal law the District will develop jointly with, agree upon with, and distribute to
16 parents of children participating in the Title I program a written parent and family engagement
17 policy. This may include meaningful consultation with employers, business leaders, and
18 philanthropic organizations, or individuals with expertise in effectively engaging parents and
19 family members in education.
20

21 At the required annual meeting of Title I parents and family members (including parents and
22 families of migrant students if applicable), parents and family members will have opportunities
23 to participate in the design, development, operation, and evaluation of the program for the next
24 school year. Proposed activities to fulfill the requirements necessary to address the requirements
25 of family engagement goals shall be presented.
26

27 In addition to the required annual meeting, at least three (3) additional meetings shall be held at
28 various times of the day and/or evening for parents and family members of children (including
29 parents and families of migrant children if applicable) participating in the Title I program. These
30 meetings shall be used to provide parents with:
31

- 32 1. Information about programs provided under Title I;
33
34 2. A description and explanation of the curriculum in use, the forms of academic assessment
35 used to measure student progress, and the proficiency levels students are expected to
36 meet;
37
38 3. Opportunities to formulate suggestions and to participate, as appropriate, in decisions
39 relating to the education of their children; and
40
41 4. The opportunity to bring parent comments, if they are dissatisfied with the school's Title
42 I program, to the District level.
43

44 Title I funding, if sufficient, may be used to facilitate parent attendance at meetings, through
45 payment of transportation and childcare costs.
46
47

The parents and family members of children (including parents and families of migrant children if applicable) identified to participate in Title I programs shall receive from the school principal and Title I

staff an explanation of the reasons supporting each child's selection for the program, a set of objectives to be addressed, and a description of the services to be provided. Opportunities will be provided for the parents and family members to meet with the classroom and Title I teachers to discuss their child's progress. Parents will also receive guidance as to how they can assist at home in the education of their children.

Each school in the District receiving Title I funds shall develop jointly with parents and family members of children served in the program a "School-Parent Compact" outlining the manner in which parents, school staff, and students share the responsibility for improved student academic achievement in meeting state standards. The "School-Parent Compact" shall:

1. Describe the school's responsibility to provide high quality curriculum and instruction in a supportive and effective learning environment enabling children in the Title I program to meet the state's academic achievement standards;
2. Indicate the ways in which each parent will be responsible for supporting their child's learning, such as monitoring attendance, homework completion, and television watching; volunteering in the classroom; and participating, as appropriate, in decisions related to their child's education and positive use of extracurricular time; and
3. Address the importance of parent-teacher communication on an ongoing basis with, at a minimum, parent-teacher conferences, frequent reports to parents, and reasonable access to staff.

The activities authorized under this policy may include establishing a parent advisory board comprised of a sufficient number and representative group of parents or family members served by the district to adequately represent the needs of the population served by the district for the purposes of developing, revising, and reviewing the parent and family engagement policy.

Legal Reference: Title I of the Elementary and Secondary Education Act
20 U.S.C. §§ 6301-6514
§ 1116 Every Student Succeeds Act

Policy History:

Adopted on:

Reviewed on:

Revised on: 08/20/19

INSTRUCTION

2160P

page 1 of 6

Special EducationChild Find

The District shall be responsible for the coordination and management of locating, identifying, and evaluating all disabled children ages zero (-0-) through twenty-one (21). Appropriate staff will design the District's Child Find plan in compliance with all state and federal requirements and with assistance from special education personnel who are delegated responsibility for implementing the plan.

The District's plan will contain procedures for identifying suspected disabled students in private schools as identified in 34 C.F.R. 530.130 and 530.131(f), students who are home schooled, homeless children, as well as public facilities located within the geographic boundaries of the District. These procedures shall include screening and development criteria for further assessment. The plan must include locating, identifying, and evaluating highly mobile children with disabilities and children who are suspected of being a child with a disability and in need of special education, even though the child is and has been advancing from grade to grade. The District's Child Find Plan must set forth the following:

1. Procedures used to annually inform the public of all child find activities, for children zero through twenty-one;
2. Identity of the special education coordinator;
3. Procedures used for collecting, maintaining, and reporting data on child identification;
4. Procedures for Child Find Activities (including audiological, health, speech/language, and visual screening and review of data or records for students who have been or are being considered for retention, delayed admittance, long-term suspension or expulsion or waiver of learner outcomes) in each of the following age groups:
 - A. Infants and Toddlers (Birth through Age 2)
Procedures for referral of infants and toddlers to the appropriate early intervention agency, or procedures for conducting child find.
 - B. Preschool (Ages 3 through 5)
Part C Transition planning conferences; frequency and location of screenings; coordination with other agencies; follow-up procedures for referral and evaluation; and procedures for responding to individual referrals.
 - C. In-School (Ages 6 through 18)
Referral procedures, including teacher assistance teams, parent referrals, and referrals from other sources; and follow-up procedures for referral and evaluation.
 - D. Post-School (Ages 19 through 21)
Individuals who have not graduated from high school with a regular diploma and who were not previously identified. Describe coordination efforts with other agencies.

E. Private Schools (This includes home schools.)
Child find procedures addressing the provisions of A.R.M. 10.16.3125(1); follow-up procedures for referral and evaluation.

F. Homeless Children

G. Dyslexia

The School District shall establish procedures to ensure that all resident children with disabilities, including specific learning disabilities resulting from dyslexia, are identified and evaluated for special education and related services as early as possible. The screening instrument must be administered to:

(A) a child in the first year that the child is admitted to a school of the district up to grade 2; and

(B) a child who has not been previously screened by the district and who fails to meet grade-level reading benchmarks in any grade;

The screening instrument shall be administered by an individual with an understanding of, and training to identify, signs of dyslexia designed to assess developmentally appropriate phonological and phonemic awareness skills.

If a screening suggests that a child may have dyslexia or a medical professional diagnosis a child with dyslexia, the child's school district shall take steps to identify the specific needs of the child and implement best practice interventions to address those needs. This process may lead to consideration of the child's qualification as a child with a disability under this policy.

Procedures for Evaluation and Determination of Eligibility

Procedures for evaluation and determination of eligibility for special education and related services are conducted in accordance with the procedures and requirements of 34 C.F.R. 300.301-300.311 and the following state administrative rules:

10.16.3320 - Referral;

10.60.103 - Identification of Children with Disabilities;

10.16.3321 - Comprehensive Educational Evaluation Process;

Procedural Safeguards and Parental Notification

The District implements the procedural safeguard procedures as identified in 34 C.F.R. 300.500 - 300.530.

A copy of the procedural safeguards available to the parents of a child with a disability must be given to the parents only one (1) time a school year, except that a copy also must be given to the parents:

- Upon initial referral or parent request for evaluation;
- Upon receipt of the first state complaint under 34 CFR 300.151 through 300.153 and upon receipt of the first due process complaint under 34 CFR 300.507 in a school year;
- In accordance with the discipline procedures in 34 CFR 300.530(h) (...on the date on which the decision is made to make a removal that constitutes a change of placement of a child with a disability because of a violation of a code of student conduct, the LEA must...provide the parents the procedural safeguards notice); and
- Upon request by a parent.

A public agency also may place a current copy of the procedural safeguard notice on its internet website, if a website exists. [34 CFR 300.504(a) and (b)] [20 U.S.C. 1415(d)(1)]

The referral for special education consideration may be initiated from any source, including school personnel. To initiate the process, an official referral form must be completed and signed by the person making the referral. The District shall accommodate a parent who cannot speak English and therefore cannot complete the District referral form. Recognizing that the referral form is a legal document, District personnel with knowledge of the referral shall bring the referral promptly to the attention of the Evaluation Team.

The District shall give written notice to the parent of its recommendation to evaluate or not to evaluate the student. The parent will be fully informed concerning the reasons for which the consent to evaluate is sought. Written parental consent will be obtained before conducting the initial evaluation or before reevaluating the student.

The recommendation to conduct an initial evaluation or reevaluation shall be presented to the parents in their native language or another mode of communication appropriate to the parent. An explanation of all the procedural safeguards shall be made available to the parents when their consent for evaluation is sought. These safeguards will include a statement of the parents' rights relative to granting the consent.

Evaluation of Eligibility

Evaluation of eligibility for special education services will be consistent with the requirements of 34 C.F.R. 300.301 through 300.311 regarding Procedures for Evaluation and Determination of Eligibility; and shall also comply with A.R.M. 10.16.3321.

Individualized Education Programs

The District develops, implements, reviews, and revises individualized education programs (IEP) in accordance with the requirements and procedures of 34 C.F.R. 300.320-300.328.

Least Restrictive Environment

To the maximum extent appropriate, children with disabilities, including children in public or

private institutions or other care facilities, are educated with children who are nondisabled, and special classes, separate schooling, or other removal of children with disabilities from the regular class occurs only if the nature or severity of the disability is such that education in regular classes, with the use of supplementary aids and services, cannot be achieved satisfactorily. Educational placement decisions are made in accordance with A.R.M. 10.16.3340 and the requirements of 34 C.F.R. 300.114 - 300.120, and a continuum of alternate placements is available as required in 34 C.F.R. 300.551.

Children in Private Schools/Out-of District Placement

Children with a disability placed in or referred to a private school or facility by the District, or other appropriate agency, shall receive special education and related services in accordance with the requirements and procedures of 34 C.F.R. 300.145 through 300.147 and A.R.M. 10.16.3122.

As set forth under 34 C.F.R. 300.137, children with a disability placed in or referred to a private school or facility by parents do not have an individual right to special education and related services at the District's expense. When services are provided to children with disabilities placed by parents in private schools, the services will be in accordance with the requirements and procedures of 34 C.F.R. 300.130 through 300.144, and 300.148.

Impartial Due Process Hearing

The District shall conduct the impartial hearing in compliance with the Montana Administrative Rules on matters pertaining to special education controversies.

Special Education Records and Confidentiality of Personally Identifiable Information

A. Confidentiality of Information

The District follows the provisions under the Family Educational Rights and Privacy Act and implements the procedures in 34 C.F.R. 300.610-300.627, § 20-1-213, MCA, and A.R.M. 10.16.3560.

B. Access Rights

Parents of disabled students and students eighteen (18) years or older, or their representative, may review any educational records which are designated as student records collected, maintained, and used by the District. Review shall normally occur within five (5) school days and in no case longer than forty-five (45) days. Parents shall have the right to an explanation or interpretation of information contained in the record. Non-custodial parents shall have the same right of access as custodial parents, unless there is a legally binding document specifically removing that right.

C. List of Types and Locations of Information.

A list of the records maintained on disabled students shall be available in the District office. Disabled student records shall be located in the district office, where they are available for review by authorized District personnel, parents, and adult students. Special education teachers will maintain an IEP file in their classrooms. These records will be maintained under the direct supervision of the teacher and will be located in a locked file cabinet. A record-of-access sheet in each special education file will specify the District personnel who have a legitimate interest in viewing these records.

D. Safeguards

The District will identify in writing the employees who have access to personally identifiable information, and provide training on an annual basis to those staff members.

E. Destruction of Information

The District will inform parents five (5) years after the termination of special education services that personally identifiable information is no longer needed for program purposes. Medicaid reimbursement records must be retained for a period of at least six years and three months from the date on which the service was rendered or until any dispute or litigation concerning the services is resolved, whichever is later. The parent will be advised that such information may be important to establish eligibility for certain adult benefits. At the parent's request, the record information shall either be destroyed or made available to the parent or to the student if eighteen (18) years or older. Reasonable effort shall be made to provide the parent with notification sixty (60) days prior to taking any action on destruction of records. Unless consent has been received from the parent to destroy the record, confidential information will be retained for five (5) years beyond legal school age.

F. Children's Rights

Privacy rights shall be transferred from the parent to an adult student at the time the student attains eighteen (18) years of age, unless some form of legal guardianship has been designated due to the severity of the disabling condition.

Discipline

Students with disabilities may be suspended from school the same as students without disabilities for the same infractions or violations for up to ten (10) consecutive school days. Students with disabilities may be suspended for additional periods of not longer than ten (10) consecutive school days for separate, unrelated incidents, so long as such removals do not constitute a change in the student's educational placement. However, for any additional days of removal over and

above ten (10) school days in the same school year, the District will provide educational services to a disabled student, which will be determined in consultation with at least one (1) of the child's teachers, determining the location in which services will be provided. The District will implement the disciplinary procedures in accord with the requirements of CFR 300.530-300.537.

| | | |
|------------------|-----------------------|--|
| Legal Reference: | 34 CFR 300.1, et seq. | Individuals with Disabilities Act (IDEA) |
| | § 20-1-213, MCA | Transfer of school records |
| | 10.16.3122 ARM | Local Educational Agency Responsibility for Students with Disabilities |
| | 10.16.3220 ARM | Program Narrative |
| | 10.16.3321 ARM | Comprehensive Educational Evaluation Process |
| | 10.16.3340 ARM | Individualized Education Program and Placement Decisions |
| | 10.16.3560 ARM | Special Education Records |
| | 10.60.103 ARM | Identification of Children with Disabilities |
| | 37.85.414 ARM | Maintenance of Records and Auditing (Medicaid) |
| | Chapter 227 (2019) | Montana Dyslexia Screening and Intervention Act |

Procedure History:

Promulgated on:

Reviewed on:

Revised on: 12/19/19

2
3 **INSTRUCTION**

2161

4
5 Special Education

6
7 The District will provide a free appropriate public education and necessary related services to all
8 children with disabilities residing within the District, as required under the Individuals with
9 Disabilities Education Act (IDEA), provisions of Montana law, and the Americans with
10 Disabilities Act.

11
12 For students eligible for services under IDEA, the District will follow procedures for
13 identification, evaluation, placement, and delivery of service to children with disabilities, as
14 provided in the current *Montana State Plan under Part B of IDEA*.

15
16 The District may maintain membership in one or more cooperative associations which may assist
17 in fulfilling the District's obligations to its disabled students.
18
19
20

21 Legal Reference: Americans with Disabilities Act, 42 U.S.C. § 12101, et seq.
22 Individuals with Disabilities Education Act, 20 U.S.C. § 1400, et seq.
23 § 20-7-Part Four, MCA Special Education for Exceptional Children
24

25 Policy History:

26 Adopted on:

27 Revised on:

2
3 **INSTRUCTION**

2161P

page 1 of 5

4
5 Special Education

6
7 The Superintendent shall place the annual application on the agenda of a regular meeting of the
8 Board, for action prior to submission to the state educational agency for final approval.
9

10 Child Find

11
12 The District shall be responsible for the coordination and management of locating, identifying,
13 and evaluating all disabled children ages zero (-0-) through twenty-one (21). Appropriate staff
14 will design the District's Child Find plan in compliance with all state and federal requirements
15 and with assistance from special education personnel who are delegated responsibility for
16 implementing the plan.
17

18 The District's plan will contain procedures for identifying suspected disabled students in private
19 schools as identified in 34 C.F.R. 530.130 and 530.131(f), students who are home schooled, as
20 well as public facilities located within the geographic boundaries of the District. These
21 procedures shall include screening and development criteria for further assessment. The plan
22 must include locating, identifying, and evaluating highly mobile children with disabilities and
23 children who are suspected of being a child with a disability and in need of special education,
24 even though the child is and has been advancing from grade to grade. The District's Child Find
25 Plan must set forth the following:
26

- 27 1. Procedures used to annually inform the public of all child find activities, for children zero
28 through twenty-one;
29 2. Identity of the special education coordinator;
30 3. Procedures used for collecting, maintaining, and reporting data on child identification;
31 4. Procedures for Child Find Activities (including audiological, health, speech/language,
32 and visual screening and review of data or records for students who have been or are
33 being considered for retention, delayed admittance, long-term suspension or expulsion or
34 waiver of learner outcomes) in each of the following age groups:
35 A. Infants and Toddlers (Birth through Age 2)
36 Procedures for referral of infants and toddlers to the appropriate early intervention
37 agency, or procedures for conducting child find.
38 B. Preschool (Ages 3 through 5)
39 Part C Transition planning conferences; frequency and location of screenings;
40 coordination with other agencies; follow-up procedures for referral and
41 evaluation; and procedures for responding to individual referrals.
42 C. In-School (Ages 6 through 18)
43 Referral procedures, including teacher assistance teams, parent referrals, and
44 referrals from other sources; and follow-up procedures for referral and evaluation.
45 D. Post-School (Ages 19 through 21)
46

2161P

Individuals who have not graduated from high school with a regular diploma and who were not previously identified. Describe coordination efforts with other agencies.

- E. Private Schools (This includes home schools.)
Child find procedures addressing the provisions of A.R.M. 10.16.3125(1); follow-up procedures for referral and evaluation.

Procedures for Evaluation and Determination of Eligibility

Procedures for evaluation and determination of eligibility for special education and related services are conducted in accordance with the procedures and requirements of 34 C.F.R. 300.301-300.311 and the following state administrative rules:

- 10.16.3320 - Referral;
- 10.60.103 - Identification of Children with Disabilities;
- 10.16.3321 - Comprehensive Educational Evaluation Process.

Procedural Safeguards and Parental Notification

The District implements the procedural safeguard procedures as identified in 34 C.F.R. 300.500 - 300.530.

A copy of the procedural safeguards available to the parents of a child with a disability must be given to the parents only one time a school year, except that a copy also must be given to the parents:

- Upon initial referral or parent request for evaluation;
- Upon receipt of the first State complaint under 34 CFR 300.151 through 300.153 and upon receipt of the first due process complaint under 34 CFR 300.507 in a school year;
- In accordance with the discipline procedures in 34 CFR 300.530(h) (...on the date on which the decision is made to make a removal that constitutes a change of placement of a child with a disability because of a violation of a code of student conduct, the LEA must...provide the parents the procedural safeguards notice); and
- Upon request by a parent.

A public agency also may place a current copy of the procedural safeguard notice on its internet website, if a web site exists. [34 CFR 300.504(a) and (b)] [20 U.S.C. 1415(d)(1)]

The referral for special education consideration may be initiated from any source, including school personnel. To initiate the process, an official referral form must be completed and signed by the person making the referral. The District shall accommodate a parent who cannot speak English and therefore cannot complete the District referral form. Recognizing that the referral form is a legal document, District personnel with knowledge of the referral shall bring the

1
2 referral promptly to the attention of the Child Study Team.
3

4 The District shall give written notice to the parent of its recommendation to evaluate or not to
5 evaluate the student. The parent will be fully informed concerning the reasons for which the
6 consent to evaluate is sought. Written parental consent will be obtained before conducting the
7 initial evaluation or before reevaluating the student.
8

9 The recommendation to conduct an initial evaluation or reevaluation shall be presented to the
10 parents in their native language or another mode of communication appropriate to the parent. An
11 explanation of all the procedural safeguards shall be made available to the parents when their
12 consent for evaluation is sought. These safeguards will include a statement of the parents' rights
13 relative to granting the consent.
14

15 Evaluation of Eligibility 16

17 Evaluation of eligibility for special education services will be consistent with the requirements of
18 34 C.F.R. 300.301 through 300.311 regarding Procedures for Evaluation and Determination of
19 Eligibility; and shall also comply with A.R.M. 10.16.3321.
20

21 Individualized Education Programs 22

23 The District develops, implements, reviews, and revises individualized education programs (IEP)
24 in accordance with the requirements and procedures of 34 C.F.R. 300.320-300.328.
25

26 Least Restrictive Environment 27

28 To the maximum extent appropriate, children with disabilities, including children in public or
29 private institutions or other care facilities, are educated with children who are nondisabled, and
30 special classes, separate schooling, or other removal of children with disabilities from the regular
31 class occurs only if the nature or severity of the disability is such that education in regular
32 classes, with the use of supplementary aids and services, cannot be achieved satisfactorily.
33 Educational placement decisions are made in accordance with A.R.M. 10.16.3340 and the
34 requirements of 34 C.F.R. 300.114 - 300.120, and a continuum of alternate placements is
35 available as required in 34 C.F.R. 300.551.
36

37 Children in Private Schools/Out-of District Placement 38

39 Children with a disability placed in or referred to a private school or facility by the District, or
40 other appropriate agency, shall receive special education and related services in accordance with
41 the requirements and procedures of 34 C.F.R. 300.145 through 300.147 and A.R.M. 10.16.3122.
42

43 As set forth under 34 C.F.R. 300.137, children with a disability placed in or referred to a private
44

1 school or facility by parents do not have an individual right to special education and related
2 services at the District's expense. When services are provided to children with disabilities placed
3 by parents in private schools, the services will be in accordance with the requirements and
4 procedures of 34 C.F.R. 300.130 through 300.144 and 300.148.

5
6 Impartial Due Process Hearing

7
8 The District shall conduct the impartial hearing in compliance with the Montana Administrative
9 Rules on matters pertaining to special education controversies.

10
11 Special Education Records and Confidentiality of Personally Identifiable Information

12
13 A. Confidentiality of Information

14
15 The District follows the provisions under the Family Educational Rights and Privacy Act and
16 implements the procedures in 34 C.F.R. 300.610-300.627, § 20-1-213, MCA, and A.R.M.
17 10.16.3560.

18
19 B. Access Rights

20
21 Parents of disabled students and students eighteen (18) years or older, or their representative,
22 may review any educational records which are designated as student records collected,
23 maintained, and used by the District. Review shall normally occur within five (5) school days
24 and in no case longer than forty-five (45) days. Parents shall have the right to an explanation or
25 interpretation of information contained in the record. Non-custodial parents shall have the same
26 right of access as custodial parents, unless there is a legally binding document specifically
27 removing that right.

28
29 C. List of Types and Locations of Information.

30
31 A list of the records maintained on disabled students shall be available in the District office.
32 Disabled student records shall be located in the resource room, where they are available for
33 review by authorized District personnel, parents, and adult students. Special education teachers
34 will maintain an IEP file in their classrooms. These records will be maintained under the direct
35 supervision of the teacher and will be located in a locked file cabinet. A record-of-access sheet
36 in each special education file will specify the District personnel who have a legitimate interest in
37 viewing these records.

38
39 D. Safeguards

40
41 The District will identify in writing the employees who have access to personally identifiable
42 information, and provide training on an annual basis to those staff members.

43
44
45
46 E. Destruction of Information

1
2 The District will inform parents five (5) years after the termination of special education services
3 that personally identifiable information is no longer needed for program purposes. The parent
4 will be advised that such information may be important to establish eligibility for certain adult
5 benefits. At the parent's request, the record information shall either be destroyed or made
6 available to the parent or to the student if eighteen (18) years or older. Reasonable effort shall be
7 made to provide the parent with notification sixty (60) days prior to taking any action on
8 destruction of records. Unless consent has been received from the parent to destroy the record,
9 confidential information will be retained for five (5) years beyond legal school age.

10
11 F. Children's Rights

12
13 Privacy rights shall be transferred from the parent to an adult student at the time the student
14 attains eighteen (18) years of age, unless some form of legal guardianship has been designated
15 due to the severity of the disabling condition.

16
17 Discipline

18
19 Students with disabilities may be suspended from school the same as students without disabilities
20 for the same infractions or violations for up to ten (10) consecutive school days. Students with
21 disabilities may be suspended for additional periods of not longer than ten (10) consecutive
22 school days for separate, unrelated incidents, so long as such removals do not constitute a change
23 in the student's educational placement. However, for any additional days of removal over and
24 above ten (10) school days in the same school year, the District will provide educational services
25 to a disabled student, which will be determined in consultation with at least one of the child's
26 teachers, determining the location in which services will be provided. The District will
27 implement the disciplinary procedures in accord with the requirements of CFR 300.530 -
28 300.537.

29
30 Legal Reference: 34 CFR 300.1, et seq. Individuals with Disabilities Act (IDEA)
31 § 20-1-213, MCA Transfer of school records
32 10.16.3122 ARM Local Educational Agency Responsibility for
33 Students with Disabilities
34 10.16.3129 ARM Parental Involvement
35 10.16.3220 ARM Program Narrative
36 10.16.3321 ARM Comprehensive Educational Evaluation Process
37 10.16.3322 ARM Composition of a Child Study Team
38 10.16.3340 ARM Individualized Education Program and Placement
39 Decisions
40 10.16.3342 ARM Transfer Students: Intrastate and Interstate
41 10.16.3560 ARM Special Education Records
42 10.60.103 ARM Identification of Children with Disabilities

43 Procedure History:

44 Promulgated on:

45 Revised on: 9/18/07

2
3 **INSTRUCTION**

2162

4
5 Section 504 of the Rehabilitation Act of 1973 (“Section 504”)

6
7 It is the intent of the District to ensure that students who are disabled within the definition of
8 Section 504 of the Rehabilitation Act of 1973 are identified, evaluated, and provided with
9 appropriate educational services. For those students who need or are believed to need special
10 instruction and/or related services under Section 504 of the Rehabilitation Act of 1973, the
11 District shall establish and implement a system of procedural safeguards. The safeguards shall
12 cover students’ identification, evaluation, and educational placement. This system shall include:
13 notice, an opportunity for the student’s parent or legal guardian to examine relevant records, an
14 impartial hearing with opportunity for participation by the student’s parent or legal guardian, and
15 a review procedure.
16
17
18

19 Legal Reference: Rehabilitation Act of 1973, § 504, 29 U.S.C. § 794
20 34 C.F.R. 104.36 Procedural safeguards
21

22 Policy History:

23 Adopted on:

24 Revised on:

2
3 **INSTRUCTION**

2162P

4 page 1 of 2

5 Section 504 of the Rehabilitation Act of 1973 ("Section 504")

6
7 (1) Impartial Due Process Hearing. If the parent or legal guardian of a student who qualifies
8 under Section 504 for special instruction or related services disagrees with a decision of
9 the District with respect to: (1) the identification of the child as qualifying for Section
10 504; (2) the District's evaluation of the child; and/or (3) the educational placement of the
11 child, the parents of the student are entitled to certain procedural safeguards. The student
12 shall remain in his/her current placement until the matter has been resolved through the
13 process set forth herein.

14
15 A. The District shall provide written notice to the parent or legal guardian of a
16 Section 504 student, prior to initiating an evaluation of the child and/or
17 determining the appropriate educational placement of the child, including special
18 instruction and/or related services;

19
20 B. Upon request, the parent or legal guardian of the student shall be allowed to
21 examine all relevant records relating to the child's education and the District's
22 identification, evaluation, and/or placement decision;

23
24 C. The parent or legal guardian of the student may make a request in writing for an
25 impartial due process hearing. The written request for an impartial due process
26 hearing shall identify with specificity the areas in which the parent or legal
27 guardian is in disagreement with the District;

28
29 D. Upon receipt of a written request for an impartial due process hearing, a copy of
30 the written request shall be forwarded to all interested parties within three (3)
31 business days;

32
33 E. Within ten (10) days of receipt of a written request for an impartial due process
34 hearing, the District shall select and appoint an impartial hearing officer who has
35 no professional or personal interest in the matter. In that regard, the District may
36 select a hearing officer from the list of special education hearing examiners
37 available at the Office of Public Instruction, the county superintendent or any
38 other person who would conduct the hearing in an impartial and fair manner;

39
40 F. Once the District has selected an impartial hearing officer, the District shall
41 provide the parent or legal guardian and all other interested parties with notice of
42 the person selected;

43
44 G. Within five (5) days of the District's selection of a hearing officer, a pre-hearing
45 conference shall be scheduled to set a date and time for a hearing, identify

46 2162P

the issues to be heard, and stipulate to undisputed facts to narrow the contested factual issues;

H. The hearing officer shall, in writing, notify all parties of the date, time, and location of the due process hearing;

I. Anytime prior to the hearing, the parties may mutually agree to submit the matter to mediation. A mediator may be selected from the Office of Public Instruction's list of trained mediators;

J. At the hearing, the District and the parent or legal guardian may be represented by counsel;

K. The hearing shall be conducted in an informal but orderly manner. Either party may request that the hearing be recorded. Should either party request that the hearing be recorded, it shall be recorded using either appropriate equipment or a court reporter. The District shall be allowed to present its case first. Thereafter the parent or legal guardian shall be allowed to present its case. Witnesses may be called to testify, and documentary evidence may be admitted; however, witnesses will not be subject to cross-examination, and the Montana Rules of Evidence will not apply. The hearing officer shall make all decisions relating to the relevancy of all evidence intended to be presented by the parties. Once all evidence has been received, the hearing officer shall close the hearing. The hearing officer may request that both parties submit proposed findings of fact, conclusions, and decision;

L. Within twenty (20) days of the hearing, the hearing examiner should issue a written report of his/her decision to the parties;

M. Appeals may be taken as provided by law. The parent or legal guardian may contact the Office of Civil Rights, 1244 Speer Boulevard, Suite 310, Denver, CO 80204-3582; (303) 844-5695 or (303) 844-5696.

(2) Uniform Complaint Procedure. If a parent or legal guardian of the student alleges that the District and/or any employee of the District has engaged in discrimination or harassment of the student, the parent or legal guardian will be required to proceed through the District's Uniform Complaint Procedure.

Legal Reference: 34 C.F.R. 104.36 Procedural safeguards

Procedure History:

Promulgated on:

Revised on:

1 **Charlo School District**

2
3 **INSTRUCTION**

2163

4
5 Traffic Education

6
7 Charlo School District will provide a drivers' training instruction program for students who live
8 within the geographic boundaries of the public school district whether or not they are enrolled in
9 the public school district and provided that students enrolled in the course will have reached their
10 15th birthday within six months of course completion, and has not yet reached 19 years of age on
11 or before September 10 of the school year in which the student participates in traffic education.
12 Traffic education students must have successfully completed the eighth (8th) grade.

13
14 All eligible students will be treated fairly and without bias in the notification, enrollment, and
15 class administration procedures associated with the traffic education program.

16
17 The purpose of the program is to introduce students to a course of study which should lead to the
18 eventual development of skills appropriate for a licensed driver. The traffic education program
19 is designed to meet the criteria established by the Superintendent of Public Instruction. These
20 criteria include requirements for instructional time, for instructor certification, recommendations
21 for course of study and reimbursement procedures.

22
23 Students will be required to present a copy of their birth certificate and a copy of their social
24 security card. The driving application must be completed and fees paid before any driving
25 permit will be issued.

26
27 The Charlo school board retains the authority to allow non-resident students the ability to enroll.

28
29
30 Legal Reference: § 20-7-502, MCA Duties of superintendent of public instruction
31 § 20-7-503, MCA District establishment of traffic education program
32 § 20-7-507, MCA District traffic education fund
33 10.13.307, ARM Program Requirements
34 10.13.312, ARM Student Enrollment

35
36
37
38
39 Policy History:

40 Adopted on:

41 Revised on:

1 **Charlo School District**

2
3 **INSTRUCTION**

2166

4
5 Gifted Program

6
7 To the extent possible with available resources, all gifted and talented students will have the
8 opportunity to participate in appropriate educational programs. "Gifted and talented students"
9 are students of outstanding abilities, who are capable of high performance and who require
10 differentiated educational programs beyond those normally offered in public schools, in order to
11 fully achieve their potential contribution to self and society.

12
13 The District shall:

- 14
15 • Provide educational services to gifted and talented students that are commensurate to their
16 needs, and foster a positive self-image.
17 • Comply with all federal and state laws and regulations regarding addressing gifted education.
18 • Provide structured support and assistance to teachers in identifying and meeting the diverse
19 student needs of gifted and talented students, and shall provide a framework for considering a
20 full range of alternatives for addressing student needs.
21

22 The Superintendent will establish procedures consistent with state guidelines for nominating,
23 assessing, and selecting children of demonstrated achievement, or potential ability in terms of
24 general intellectual ability and academic aptitude.
25

26 Legal References: §§ 20-7-901 - 904, MCA Gifted and Talented Children
27 10.55.804, ARM Gifted and Talented
28

29 Policy History:

30 Adopted on:

31 Revised on: 7/12/2016

1 **Charlo School District**

2
3 **INSTRUCTION**

2167

4
5 Correspondence Courses

6
7 The District will permit a student to enroll in an approved correspondence course from a school
8 approved by the National University Extension Association or the Distance Education
9 Accrediting Commission, in order that such student may include a greater variety of learning
10 experiences within the student's educational program.

11
12 Credit for correspondence courses may be granted, provided the following requirements are met:

- 13
14 1. Prior permission has been granted by the principal;
15
16 2. The program fits the education plan submitted by the regularly enrolled student;
17
18 3. Credit is granted for the following approved schools:
19
20 a. Schools approved by the National University Extension Association or through
21 one of the schools approved by the Distance Education Accrediting Commission;
22
23 b. Community colleges, vocational-technical institutes, four-(4)-year colleges and
24 universities and state-approved private schools in the state of Montana; and
25
26 c. Other schools or institutions which are approved by the District after evaluation
27 for a particular course offering.
28

29 The District shall not be obligated to pay for a student's correspondence courses.
30

31 The District will accept up to two (2) credits of correspondence coursework. No correspondence
32 courses are allowed that serve to supplant required coursework at Charlo High School.
33 Correspondence coursework cannot be used to allow a student to graduate early from high
34 school.
35
36

37 Cross Reference: 2410 and 2410P High School Graduation Requirements

38
39 Legal Reference: § 20-7-116, MCA Supervised correspondence study
40 ARM 10.55.906 High School Credit
41

42 Policy History:

43 Adopted on:

44 Reviewed on:

45 Revised on: 07/16/19

1 **Charlo School District**

2
3 **INSTRUCTION**

2168

4
5 Distance, Online, and Technology-Delivered Learning

6
7 For purposes of this policy, “distance learning” is defined as: instruction in which students and
8 teachers are separated by time and/or location with synchronous or asynchronous content,
9 instruction, and communication between student and teacher (e.g., correspondence courses,
10 online learning, videoconferencing, streaming video).

11
12 The District may receive and/or provide distance, online, and technology-delivered learning
13 programs, provided the following requirements are met:

- 14
15 1. The distance, online, and technology-delivered learning programs and/or courses shall
16 meet the learner expectations adopted by the District and be aligned with state content
17 and performance standards;
18
19 2. The District shall provide a report to the Superintendent of Public Instruction,
20 documenting how it is meeting the needs of students under the accreditation standards,
21 who are taking a majority of courses during each grading period via distance, online, and/
22 or technology-delivered programs;
23
24 3. The District will provide qualified instructors and/or facilitators as described in ARM
25 10.55.907(3)(a)(b)(c);
26
27 4. The District will ensure that the distance, online, and technology-delivered learning
28 facilitators receive in-service training on technology-delivered instruction as described in
29 ARM 10.55.907(3)(d); and
30
31 5. The District will comply with all other standards as described in ARM 10.55.907(4)(5)(a-
32 e).
33

34 The District will permit a student to enroll in an approved distance learning course, in order that
35 such student may include a greater variety of learning experiences within the student’s
36 educational program.

37
38 Credit for distance learning courses may be granted, provided the following requirements are
39 met:

- 40
41 1. Prior permission has been granted by the principal;
42
43 2. The program fits the education plan submitted by the regularly enrolled student;
44
45 3. The course does not replace a required course offered by the District;
46

4. The course is needed as credit retrieval and cannot fit into the student's schedule; and
5. Credit is granted for schools and institutions approved by the District after evaluation for a particular course offering.

The District will not be obligated to pay for a student's distance learning courses.

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

| | | |
|------------------|--|---|
| Cross Reference: | 2410 and 2410P 2100 | High School Graduation Requirements School Calendar and Year |
| Legal Reference: | § 20-9-311(4)(d), MCA Belonging ARM 10.55.602 ARM 10.55.705 ARM 10.55.906 ARM 10.55.907 | Calculation of Average Number Definitions Administrative Personnel; Assignment of School Administrators/Principals High School Credit Distance, Online, and Technology Delivered Learning |

Policy History:

Adopted on: 12/18/07

Reviewed on:

Revised on: 01/15/08, 07/16/19

1 **Charlo Public School District**

2
3 **INSTRUCTION**

2170

4
5 Digital Academy Classes

6
7 The District recognizes that the District and students may have a need for greater flexibility in
8 the educational program due to funding, teacher availability, individual learning styles, health
9 conditions, employment responsibilities, lack of success in traditional school environments or a
10 desire for students to accelerate their learning and work at the college level before leaving high
11 school. The District acknowledges that online learning solutions offered by the Montana Digital
12 Academy (MTDA) may fulfill these needs.

13
14 The Superintendent, and/or designees, shall be responsible for developing procedures for the
15 online learning program that meet the District standards.

16
17 Further, the online learning solutions providers ensure that:

- 18
19 A. Online course providers are accredited by a nationally recognized accreditation
20 program or agency *or are approved and endorsed by the Montana Office of*
21 *Public Instruction.*
22 B. Qualified district staff provides information and guidance to students and parents
23 regarding the selection of appropriate online courses to meet their needs, as well
24 as a suitable number of online courses in which a student may enroll.
25 C. The curriculum requirements of the state and school district are met.
26 D. All online courses taken by the students will be approved by the administration in
27 advance of enrollment.
28 E. All teacher-led online courses include licensed, highly qualified teachers.
29
30
31

32 Policy History:

33 Adopted on:

34 Reviewed on:

35 Revised on:

1 **Charlo Public 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 9-12 to enroll in the Montana Digital Academy
12 program under the following conditions:

13
14 1. The student must be enrolled full-time in the District or a registered home school student.
15 The District will permit home schooled students to enroll in MTDA courses with a letter of
16 understanding that a Charlo High School Diploma will not be awarded to home schooled
17 students..

18
19 2. Full time students enrolled in MTDA courses are required to physically attend school unless
20 under a 504 Plan or an IEP. It is recommended that MTDA courses be incorporated into a
21 student's regular class schedule. All MTDA exams must be taken with a Charlo staff member
22 present in order for MTDA credits to be accepted toward a Charlo High School Diploma.

23
24 3. Students who wish to take MTDA classes and participate in MHSA activities must follow all
25 extra-curricular eligibility rules.

26
27 4. The District will allow a student to enroll in a maximum of three (3) MTDA courses per
28 semester subject to approval by the administration.

29
30 5. Cost of an MTDA course is the student's responsibility unless the course has been offered
31 historically but unavailable due to lack of staff or lack of funding.

32
33
34
35 Policy History:

36 Adopted on:

37 Reviewed on:

38 Revised on:

1 **Charlo School District**

2
3 **INSTRUCTION**

2171

4
5 Significant Writing Program

6
7
8 The Board of Trustees has determined that incorporating an independent significant writing
9 program in the District is not possible given the financial status of the district, the number of
10 staff employed, and the time available within the class schedule. Writing will be incorporated in
11 all aspects of the curriculum.

12
13 Legal References: 10.55.701(2) (p) ARM
14 10.55.713 (4) ARM

Board of Trustees
Teacher Load and Class Size

15
16 Policy History:

17 Adopted on: 10/20/2015

18 Reviewed on:

19 Revised on:

1 **Charlo School District**

2
3 **INSTRUCTION**

2221

4
5 School Closure

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
11
12 Cross Reference: 8110 Bus Routes and Schedules

13
14 Legal Reference: §§ 20-9-801 - 802, MCA Emergency school closure

15
16 Policy History:

17 Adopted on:

18 Revised on:

1 **Charlo School District**

2
3 **INSTRUCTION**

2221P
page 1 of 2

4
5 School Closure

6
7 All students, parents, and school employees should assume that school will be in session and
8 buses running as scheduled, unless there is official notification from the Superintendent to the
9 contrary.

10
11 In the event of severely inclement weather or mechanical breakdown, school may be closed or
12 starting time delayed. The same conditions may also necessitate early dismissal. School closing,
13 delayed starting time, or early dismissal will be announced over local radio stations (92.3 KQRK
14 or 750 AM KERR). A person may also call 1-800-750-5377. Reports in the morning will be
15 before 6:00 am. If no report is heard, it can be assumed that school will be in session.

16
17 Work Schedules and Responsibilities for School Closures

18
19 Superintendent

20
21 Only the Superintendent has authority to close schools. The Superintendent will be on duty
22 throughout any existing or potential emergency situation, day or night. All orders of doubtful
23 origin should be confirmed with the Superintendent.

24
25
26 Building-Level Administrators, Non-Teaching “Exempt” Personnel, and Key Support Staff

27
28 All building-level administrators and non-teaching “exempt” personnel will report for duty per
29 their normal shifts or as otherwise directed each day during the school closure, together with the
30 head custodian and at least one (1) secretary, insofar as is safely possible. The building
31 administrator will ascertain that the building has been adequately secured and that any child who
32 mistakenly reports to school [in the event school has been closed] is properly and safely cared for
33 and returned home per District policy. The administrator and this minimal support staff shall
34 notify other staff and/or other support employees of the situation and will respond to telephone
35 questions. When the situation has been stabilized, the personnel who reported to work may
36 choose to return home.

37
38 12-Month Classified Employees

39
40 In the event of school closure, 12-month classified personnel may report for duty or not report
41 for duty, as directed by their immediate supervisor. If a 12-month classified employee is unable
42 to or does not report for duty, the employee will complete a leave request form to declare the day
43 as personal leave, vacation, or leave without pay. **If there is an emergency travel only**
44 **declaration, 12 month employees may wait until the declaration has been lifted before**
45 **coming to work.**
46

10- and 11-Month Classified Employees

Ten- and 11-month employees may report for duty or not report for duty as directed by their immediate supervisor. If such employees do not report for duty, they will complete a District leave request form to declare the day as personal leave, vacation, or leave without pay. **Note that snow days are generally made up as part of the 180P.I. calendar, so Emergency Travel Only Declarations may not impact 10 and 11 month employees.**

Aides, Food Service Workers, and Other 9 1/4-Month Classified Employees

These employees work only those days school is in session and are not expected to work when school is not in session. If school has been closed, 9 1/4-month employees should not report for duty unless otherwise directed by their immediate supervisor. 9 1/4-month employees will complete a leave request form to declare the day as personal leave, vacation, or leave without pay. **See above under 10 and 11 Month Classified Employees.**

Teachers (Teachers, Librarians, Psychologists, Counselors)

If schools are closed for weather or other emergency conditions, teachers are not expected to report for duty unless directed otherwise. Teachers do not need to submit an absence form. In cases of school closures, it is customary for the days to be made up at another time; thus teachers will typically still fulfill their contract days.

Procedure History:

Promulgated on:

Reviewed on:

Revised on: 01/18/11

1 **Charlo School District**

R

2
3 **INSTRUCTION**

2250

4
5 Community and Adult Education

6
7 The District may make its resources available to adults and other non-students, within limits of
8 budget, staff, and facilities, provided there is no interference with or impairment of the regular
9 school program. Community and adult education and other offerings may be developed in
10 cooperation with community representatives, subject to approval and authorization by the Board.
11
12
13

14 Legal Reference: § 20-7-703, MCA Trustees' policies for adult education
15

16 Policy History:

17 Adopted on: 11/23/11

18 Revised on:

INSTRUCTION

2309

Library Materials

School library and classroom library books are primarily for use by District students and staff. Library books may be checked out by either students or staff. Individuals who check out books are responsible for the care and timely return of those materials. The building principal may assess fines for damaged or unreturned books.

District residents and parents or guardians of non-resident students attending the District may be allowed use of library books, at the discretion of the building principal. However, such access shall not interfere with regular school use of those books. Use of library books outside of the District is prohibited except for inter-library loan agreements with other libraries.

Any individual may challenge the selection of materials for the library/media center. The Uniform Complaint Procedure will be utilized to determine if challenged material is properly located in the library.

Cross Reference: 1700 Uniform Complaint Procedure
2314 Learning Materials Review

Legal Reference: § 20-4-402(5), MCA Duties of district superintendent or county high school principal
§ 20-7-203, MCA Trustees' policies for school library
§ 20-7-204, MCA School library book selection

Policy History:

Adopted on:

Revised on:

2310

Revised on:

2
3 **INSTRUCTION**

2310P

4
5 Selection of Library Materials

6
7 Selection of library materials is a professional task conducted by library staff. In selecting
8 library materials, the librarian will evaluate the existing collection; assess curricula needs;
9 examine materials, and consult reputable, professionally prepared selection aids.

10
11 Weeding

12
13 When materials no longer meet criteria for selection, they will be weeded. Weeding is a
14 necessary aspect of selection, since every library will contain works which may have answered a
15 need at the time of acquisition, but which, with the passage of time, have become obsolete,
16 dated, unappealing, or worn out.

17
18 Discarded materials will be clearly stamped:

19
20 “WITHDRAWAL FROM CHARLO PUBLIC SCHOOL LIBRARY”

21
22 Materials will be discarded in compliance with § 20-6-604, MCA. When the decision to sell or
23 dispose of library materials is made, the Board will adopt a resolution to sell or otherwise
24 dispose of the material because it is or is about to become abandoned, obsolete, undesirable, or
25 unsuitable for the school purposes of the District. The Board will publish a notice of the
26 resolution in the newspaper of general circulation in Charlo. The resolution may not become
27 effective for fourteen (14) days after notice is published.

28
29 Gifts

30
31 Gift materials may be accepted with the understanding they must meet criteria set for book
32 selection.

33
34
35
36 Procedure History:

37 Promulgated on:

38 Revised on:

39

INSTRUCTION

2311

Instructional Materials

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

- Enrich and support the curriculum;
- Stimulate growth in knowledge, literary appreciation, aesthetic value, and ethical standards;
- Provide background information to enable students to make intelligent judgments;
- Present opposing sides of controversial issues;
- Be representative of the many religious, ethnic, and cultural groups and their contributions to our American heritage;
- Depict in an accurate and unbiased way the cultural diversity and pluralistic nature of American society.

Basic instructional course material in the fundamental skill areas of language arts, mathematics, science, and social studies should be reviewed at intervals not exceeding five (5) years. All instructional materials must be sequential and must be compatible with previous and future offerings.

Instructional materials may be made available for loan to students when the best interest of the District and student will be served by such a decision. Students will not be charged for normal wear. They will be charged replacement cost, however, as well as for excessive wear, unreasonable damage, or lost materials. The professional staff will maintain records necessary for the proper accounting of all instructional materials.

Cross Reference: 2314 Learning Materials Review

| | | |
|------------------|-----------------|---|
| Legal Reference: | § 20-4-402, MCA | Duties of district superintendent or county high school principal |
| | § 20-7-601, MCA | Free textbook provisions |
| | § 20-7-602, MCA | Textbook selection and adoption |

Policy History:

Adopted on:

Revised on:

2
3 **INSTRUCTION**

2311P

4
5 Selection, Adoption, and Removal of Textbooks and Instructional Materials

6
7 Curriculum committees will generally be responsible to recommend textbooks and major
8 instructional materials purchases. Recommendations will be made to the Superintendent. The
9 function of the committee is to ensure that materials are selected in conformance with stated
10 criteria and established District goals and objectives. A curriculum committee may consist of
11 only those members in a particular department. The same basic selection procedures should be
12 followed as with District-wide committees.

13
14 Selection and Adoption

15
16 Textbooks shall be selected by a curriculum committee representing the various staff who will
17 likely be using the text. In most, but not all, cases an administrator will chair the committee.
18 Each committee should develop, prior to selection, a set of selection criteria against which
19 textbooks will be evaluated. The criteria should include the following, along with other
20 appropriate criteria. Textbooks shall:

- 21
22 • Be congruent with identified instructional objectives;
23 • Present more than one viewpoint on controversial issues;
24 • Present minorities realistically;
25 • Present non-stereotypic models;
26 • Facilitate the sharing of cultural differences;
27 • Be priced appropriately.

28
29 Removal

30
31 Textbooks may be removed when they no longer meet the criteria for initial selection, when they
32 are worn out, or when they have been judged inappropriate through the Learning Materials
33 Review Process.

34
35
36
37 Procedure History:

38 Promulgated on:

39 Revised on:

INSTRUCTION

2312

Copyright

The District recognizes that federal law makes it illegal to duplicate copyrighted materials without authorization of the holder of the copyright, except for certain exempt purposes. Severe penalties may be imposed for unauthorized copying or use of audio, visual, or printed materials and computer software, unless the copying or use conforms to the "fair use" doctrine.

Under the "fair use" doctrine, unauthorized reproduction of copyrighted materials is permissible for such purposes as criticism, comment, news reporting, teaching, scholarship, or research.

Under the fair use doctrine, each of the following four standards must be met in order to use the copyrighted document:

- Purpose and Character of the Use – The use must be for such purposes as teaching or scholarship.
- Nature of the Copyrighted Work – The type of work to be copied.
- Amount and Substantiality of the Portion Used – Copying the whole of a work cannot be considered fair use; copying a small portion may be if these guidelines are followed.
- Effect of the Use Upon the Potential Market for or value of the Copyrighted Work – If resulting economic loss to the copyright holder can be shown, even making a single copy of certain materials may be an infringement, and making multiple copies presents the danger of greater penalties.

While the District encourages its staff to enrich learning programs by making proper use of supplementary materials, it is the responsibility of staff to abide by District copying procedures and obey requirements of law. Under no circumstances will it be necessary for staff to violate copyright requirements in order to properly perform their duties. The District cannot be responsible for any violations of the copyright law by its staff.

Any staff member who is uncertain as to whether reproducing or using copyrighted material complies with District procedures or is permissible under the law should consult the Superintendent. The Superintendent will assist staff in obtaining proper authorization to copy or use protected materials, when such authorization is required.

Legal Reference: 17 USC 101 - 1010 Federal Copyright Law of 1976

Policy History:

Adopted on:

Revised on:

INSTRUCTION

2312P

page 1 of 5

Copyright ComplianceAuthorized Reproduction and Use of Copyrighted Material in Print

- Materials on the Internet should be used with caution since they may, and likely are, copyrighted.
- Proper attribution (author, title, publisher, place and date of publication) should always be given.
- Notice should be taken of any alterations to copyrighted works, and such alterations should only be made for specific instructional objectives.
- Care should be taken in circumventing any technological protection measures. While materials copied pursuant to fair use may be copied after circumventing technological protections against unauthorized copying, technological protection measures to block access to materials may not be circumvented.

In preparing for instruction, a teacher may make or have made a single copy of a chapter from a book; an article from a newspaper or periodical; a short story, short essay, or short poem; or a chart, graph, diagram, drawing, cartoon, or picture from a book, periodical, or newspaper. A teacher may make multiple copies, not exceeding more than one (1) per pupil, for classroom use if the copying meets the tests of “brevity, spontaneity and cumulative effect” set by the following guidelines. Each copy must include a notice of copyright.

1. Brevity

- a. A complete poem, if less than 250 words and two pages long, may be copied; excerpts from longer poems cannot exceed 250 words.
- b. Complete articles, stories or essays of less than 2500 words or excerpts from prose works less than 1000 words or 10% of the work, whichever is less, may be copied; in any event, the minimum is 500 words. (Each numerical limit may be expanded to permit the completion of an unfinished line of a poem or prose paragraph.)
- c. One chart, graph, diagram, drawing, cartoon, or picture per book or periodical issue may be copied. “Special” works cannot be reproduced in full; this includes children’s books combining poetry, prose, or poetic prose.

2. Spontaneity. Should be at the “instance and inspiration” of the individual teacher when there is not a reasonable length of time to request and receive permission to copy.3. Cumulative Effect. Teachers are limited to using copied material for only one (1) course in the school in which copies are made. No more than one (1) short poem, article, story or two (2) excerpts from the same author may be copied, and no more than three (3) works can be copied from a collective work or periodical issue during one (1) class term.

Teachers are limited to nine (9) instances of multiple copying for one (1) course during one (1) class term. Limitations do not apply to current news periodicals, newspapers, and current news sections of other periodicals.

Performances by teachers or students of copyrighted dramatic works without authorization from the copyright owner are permitted as part of a teaching activity in a classroom or instructional setting. All other performances require permission from the copyright owner.

The copyright law prohibits using copies to replace or substitute for anthologies, consumable works, compilations, or collective works. "Consumable" works include: workbooks, exercises, standardized tests, test booklets, and answer sheets. Teachers cannot substitute copies for the purchase of books, publishers' reprints or periodicals, nor can they repeatedly copy the same item from term-to-term. Copying cannot be directed by a "higher authority," and students cannot be charged more than actual cost of photocopying. Teachers may use copyrighted materials in overhead or opaque projectors for instructional purposes.

Authorized Reproduction and Use of Copyrighted Materials in the Library

- A library may make a single copy or three digital copies of an unpublished work which is in its collection; and a published work in order to replace it because it is damaged, deteriorated, lost or stolen, provided the unused replacement cannot be obtained at a fair price; and a work that is being considered for acquisition, although use is strictly limited to that decision. Technological protection measures may be circumvented for purposes of copying materials in order to make an acquisition decision.

A library may provide a single copy of copyrighted material to a student or staff member at no more than the actual cost of photocopying. The copy must be limited to one (1) article of a periodical issue or a small part of other material, unless the library finds that the copyrighted work cannot be obtained elsewhere at a fair price. In the latter circumstance, the entire work may be copied. In any case, the copy shall contain the notice of copyright, and the student or staff member shall be notified that the copy is to be used only for private study, scholarship, or research. Any other use may subject the person to liability for copyright infringement.

At the request of a teacher, copies may be made for reserve use. The same limits apply as for single or multiple copies designated in "Authorized Reproduction and Use of Copyrighted Material in Print."

Authorized Reproduction and Use of Copyrighted Music or Dramatic Works

Teachers may:

- Make a single copy of a song, movement, or short section from a printed musical or dramatic work that is unavailable except in a larger work for purposes of preparing for instruction;

- Make multiple copies for classroom use of an excerpt of not more than 10% of a printed musical work if it is to be used for academic purposes other than performance, provided that the excerpt does not comprise a part of the whole musical work which would constitute a performable unit such as a complete section, movement, or song;
- In an emergency, a teacher may make and use replacement copies of printed music for an imminent musical performance when the purchased copies have been lost, destroyed or are otherwise not available.
- Make and retain a single recording of student performances of copyrighted material when it is made for purposes of evaluation or rehearsal;
- Make and retain a single copy of excerpts from recordings of copyrighted musical works for use as aural exercises or examination questions; and,
- Edit or simplify purchased copies of music or plays provided that the fundamental character of the work is not distorted. Lyrics shall not be altered or added if none exist.

Performance by teachers or students of copyrighted musical or dramatic works is permitted without the authorization of the copyright owner as part of a teaching activity in a classroom or instructional setting. The purpose shall be instructional rather than for entertainment.

Performances of nondramatic musical works that are copyrighted are permitted without the authorization of the copyright owner, provided that:

- The performance is not for a commercial purpose;
- None of the performers, promoters or organizers are compensated; and,
- Admission fees are used for educational or charitable purposes only.

All other musical and dramatic performances require permission from the copyright owner. Parents or others wishing to record a performance should check with the sponsor to ensure compliance with copyright.

Recording of Copyrighted Programs

Television programs, excluding news programs, transmitted by commercial and non-commercial television stations for reception by the general public without charge may be recorded off-air simultaneously with broadcast transmission (including simultaneous cable retransmission) and retained by a school for a period not to exceed the first forty-five (45) consecutive calendar days after date of recording. Upon conclusion of this retention period, all off-air recordings must be erased or destroyed immediately. Certain programming such as that provided on public television may be exempt from this provision; check with the *[principal, teacher or teacher librarian – choose all that apply or add others]* or the subscription database, e.g. unitedstreaming.

USE OF INFORMATION RESOURCES REGULATION

Off-air recording may be used once by individual teachers in the course of instructional activities, and repeated once only when reinforcement is necessary, within a building, during the first 10 consecutive school days, excluding scheduled interruptions, in the 45 calendar day retention period. Off-air recordings may be made only at the request of and used by individual teachers, and may not be regularly recorded in

anticipation of requests. No broadcast program may be recorded off-air more than once at the request of the same teacher, regardless of the number of times the program may be broadcast. A limited number of copies may be reproduced from each off-air recording to meet the legitimate needs of teachers. Each additional copy shall be subject to all provisions governing the original recording.

After the first ten consecutive school days, off-air recordings may be used up to the end of the 45 calendar day retention period only for evaluation purposes, i.e., to determine whether or not to include the broadcast program in the teaching curriculum. Permission must be secured from the publisher before the recording can be used for instructional purposes after the 10 day period.

Off-air recordings need not be used in their entirety, but the recorded programs may not be altered from their original content. Off-air recordings may not be physically or electronically combined or merged to constitute teaching anthologies or compilations. All copies of off-air recordings must include the copyright notice on the broadcast program as recorded.

Authorized Reproduction and Use of Copyrighted Computer Software

Schools have a valid need for high-quality software at reasonable prices. To assure a fair return to the authors of software programs, the school district shall support the legal and ethical issues involved in copyright laws and any usage agreements that are incorporated into the acquisition of software programs.

To this end, the following guidelines shall be in effect:

- All copyright laws and publisher license agreements between the vendor and the school district shall be observed;
- Staff members shall take reasonable precautions to prevent copying or the use of unauthorized copies on school equipment;
- A back-up copy shall be purchased, for use as a replacement when a program is lost or damaged. If the vendor is not able to supply a replacement, the school district shall make a back-up copy that will be used for replacement purposes only;
- A copy of the software license agreement shall be retained by the, *[board secretary, technology director or teacher-librarian - choose all that apply or add others]*; and,
- A computer program may be adapted by adding to the content or changing the language. The adapted program may not be distributed.

Fair Use Guidelines for Educational Multimedia

Students may incorporate portions of copyrighted materials in producing educational multimedia projects such as videos, Power Points, podcasts and web sites for a specific course, and may perform, display or retain the projects.

USE OF INFORMATION RESOURCES REGULATION

Educators may perform or display their own multimedia projects to students in support of curriculum-based instructional activities. These projects may be used:

- In face-to-face instruction;
- In demonstrations and presentations, including conferences;
- In assignments to students;
- For remote instruction if distribution of the signal is limited;
- Over a network that cannot prevent duplication for fifteen days, after fifteen days a copy may be saved on-site only; or,
- In their personal portfolios.

Educators may use copyrighted materials in a multimedia project for two years, after that permission must be requested and received.

The following limitations restrict the portion of any given work that may be used pursuant of fair use in an educational multimedia project:

- Motion media: ten percent or three minutes, whichever is less;
- Text materials: ten percent or 1,000 words, whichever is less;
- Poetry: an entire poem of fewer than 250 words, but no more than three poems from one author or five poems from an anthology. For poems of greater than 250 words, excerpts of up to 250 words may be used, but no more than three excerpts from one poet or five excerpts from an anthology;
- Music, lyrics and music video: Up to ten percent, but no more than thirty seconds. No alterations that change the basic melody or fundamental character of the work;
- Illustrations, cartoons and photographs: No more than five images by an artist, and no more than ten percent or fifteen images whichever is less from a collective work;
- Numerical data sets: Up to ten percent or 2,500 field or cell entries, whichever is less;

Fair use does not include posting a student or teacher's work on the Internet if it includes portions of copyrighted materials. Permission to copy shall be obtained from the original copyright holder(s) before such projects are placed online. The opening screen of such presentations shall include notice that permission was granted and materials are restricted from further use.

Procedure History:

Promulgated on:

Revised on:

2
3 **INSTRUCTION**

2314

4
5 Learning Materials Review

6
7 Citizens objecting to specific materials used in the District are encouraged to submit a complaint
8 in writing and discuss the complaint with the building principal prior to pursuing a formal
9 complaint pursuant to the Uniform Complaint Procedure.

10
11 Learning materials, for the purposes of this policy, are considered to be any material used in
12 classroom instruction, library materials, or any materials to which a teacher might refer a student
13 as part of the course of instruction.

14
15
16
17 Cross Reference: Policy 1700 Uniform Complaint Procedure

18
19 Policy History:

20 Adopted on:

21 Revised on:

1 **Charlo School District**

2
3 **INSTRUCTION**

2320

4
5 Field Trips, Excursions, and Outdoor Education

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

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

17
18 Building principals will develop procedures for operation of a field trip. Each field trip must be
19 integrated with the curriculum and coordinated with classroom activities which enhance its
20 usefulness.

21
22 No staff members may solicit students during instructional time for any privately arranged field
23 trip or excursion, without Board permission.

24
25 The presence of a person with a currently valid standard first aid card is required during school-
26 sponsored activities, including field trips, athletic, and other off-campus events.

27
28
29
30 Legal Reference: ARM 37.111.825 Health Supervision and Maintenance

31
32 Policy History:

33 Adopted on: 11/23/11

34 Revised on:

2
3 **INSTRUCTION**

2330

4
5 Controversial Issues and Academic Freedom

6
7 The District will offer courses of study which will afford learning experiences appropriate to
8 levels of student understanding. The instructional program respects the right of students to face
9 issues, to have free access to information, to study under teachers in situations free from
10 prejudice, and to form, hold, and express their own opinions without personal prejudice or
11 discrimination.

12
13 Teachers will guide discussions and procedures with thoroughness and objectivity to acquaint
14 students with the need to recognize various points of view, importance of fact, value of good
15 judgment, and the virtue of respect for conflicting opinions.

16
17 The Board encourages and supports the concept of academic freedom, recognizing it as a
18 necessary condition to aid in maintaining an environment conducive to learning and to the free
19 exchange of ideas and information.

20
21 In a study or discussion of controversial issues or materials, however, the Board directs teaching
22 staff to take into account the following criteria:

- 23
24 1. Relative maturity of students;
25 2. District philosophy of education;
26 3. Community standards, morals, and values;
27 4. Necessity for a balanced presentation; and
28 5. Necessity to seek administrative counsel and guidance in such matters.

29
30
31
32 Legal Reference: Article X, Sec. 8, Montana Constitution - School district trustees
33 § 20-3-324(16) and (17), MCA Powers and duties
34

35 Policy History:

36 Adopted on:

37 Revised on:

Charlo School District

INSTRUCTION

2332

page 1 of 3

Religion and Religious Activities

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

Student Prayer and Discussion

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

Staff Members

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

Graduation Ceremonies

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

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

Baccalaureate Ceremonies

Students and their families may organize baccalaureate services, at which attendance must be entirely voluntary. Organizers of baccalaureate services may rent and have access to school facilities on the same basis as other private groups and may not receive preferential treatment. The District may not be identified as sponsoring or endorsing baccalaureate services. District 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 Groups

Students may gather as non-curricular groups ~~clubs~~ to discuss or promote religion in accordance with District Policy 3233.

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: 10/01/15, 7/15/21

INSTRUCTION

2333

Participation in Commencement ExercisesStatement of Policy

A student's right to participate in a commencement exercise of the graduating class at Charlo High School is an honor. As such, participation in this ceremony is reserved for those members of the graduating class who have completed all state and local requirements for graduation before the date of the ceremony. Students who complete their requirements after the date of commencement exercises will receive their diplomas at that time.

Organization and Content of Commencement Exercises

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

The school administration may invite graduating students to participate in high school graduation exercises according to academic class standing or class officer status. Any student who, because of academic class standing, is requested to participate may choose to decline the invitation.

The school administrators will review presentations and specific content, and may advise participants about appropriate language for the audience and occasion. Students selected to participate may choose to deliver an address, poem, reading, song, musical presentation, or any other pronouncement of their choosing.

The printed program for a commencement exercise will include the following paragraphs:

Any presentation by participants of graduation exercises is the private expression of an individual participant and does not necessarily reflect any official position of the District, its Board, administration, or employees, nor does it necessarily indicate the views of any other graduates.

The Board recognizes that at graduation time and throughout the course of the educational process, there will be instances when religious values, religious practices, and religious persons will have some interaction with the public schools and students. The Board, while not endorsing any religion, recognizes the rights of individuals to have the freedom to express their individual political, social, or religious views.

| | |
|------------------|--|
| Legal Reference: | Art. II, Sec. 5, Montana Constitution - Freedom of religion |
| | Art. X, Sec. 1(2), Montana Constitution – Educational Goals and Duties |
| | Art. X, Sec. 7, Montana Constitution - Nondiscrimination in education |
| | § 20-5-201(3), MCA Duties and Sanctions |
| | § 20-1-308, MCA Religious instruction released time program |
| | § 20-7-112, MCA Sectarian publications prohibited and prayer permitted |

Policy History:

Adopted on:

Reviewed on:

Revised on: 12/18/07, 7/18/17

1 **Charlo School District**

2
3 **INSTRUCTION**

2334

4
5 Release Time for Religious Instruction

6
7 No student will be released during the school day for religious instruction.
8
9

10
11 Legal Reference: Art. II, Sec. 5, Montana Constitution - Freedom of religion
12 Art. X, Sec. 7, Montana Constitution - Nondiscrimination in education
13 § 20-1-308, MCA Religious instruction released time program
14

15 Policy History:

16 Adopted on:

17 Revised on:

Health Enhancement

Health, family life, and sex education, including information about parts of the body, reproduction, and related topics, will be included in the instructional program as appropriate to grade level and course of study. An instructional approach will be developed after consultation with parents and other community representatives. Parents may ask to review materials to be used and may request that their child be excluded from sex education class sessions without prejudice.

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

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

In accordance with Board policy, parents will have an opportunity to review the HIV/STD/STI education program, before it is presented to students.

Legal Reference: §§ 50-16-1001, et seq., MCA AIDS Education and Prevention
(AIDS Prevention Act)

Policy History:

Adopted on:

Reviewed on:

Revised on: 10/01/15

1 **Charlo School District**

2
3 **INSTRUCTION**

2410

4
5 High School Graduation Requirements

6
7 The Board will award a regular high school diploma to every student enrolled in the District who
8 meets graduation requirements established by the District. The official transcript will indicate
9 the specific courses taken and level of achievement.

10
11 The Board will establish graduation requirements which, at a minimum, satisfy those established
12 by the Board of Public Education (A.R.M. 10.55.904 and 905). Generally, any change in
13 graduation requirements promulgated by the Board will become effective for the next class to
14 enter ninth grade. Exceptions to this general rule may be made, when it is determined by the
15 Board that proposed changes in graduation requirements will not have a negative effect on
16 students already in grades nine (9) through twelve (12). The Board will approve graduation
17 requirements as recommended by the Superintendent.

18
19 To graduate from Charlo High School, a student must have satisfactorily completed all
20 requirements prior to graduation. Highly unusual exceptions may be considered by the principal,
21 such as a student exchange program in a recognized school.

22
23 A student with a disabling condition will satisfy those competency requirements incorporated
24 into the individualized education program (IEP). Satisfactory completion of the objectives
25 incorporated in the IEP will serve as the basis for determining completion of a course.

26
27 A student may be denied participation in graduation ceremonies in accordance with § 20-5-
28 201(3), MCA. In such instances the diploma will be awarded after the official ceremony has
29 been held.

30
31
32
33 Legal Reference: § 20-5-201, MCA Duties and sanctions
34 10.55.904, ARM Basic Education Program Offerings - High School
35 10.55.905, ARM Graduation Requirements
36 10.55.906, ARM High School Credit

37
38 Policy History:

39 Adopted on:

40 Reviewed on:

41 Revised on: 12/18/07

1 **Charlo School District**

2
3 **INSTRUCTION**

2410P
page 1 of 2

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 twenty-three (23) units in order to complete
16 graduation requirements. Special education students who have successfully completed their IEP
17 leading to 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.

24
25 Alternative Programs

26
27 Credit toward graduation requirements may be granted for planned learning experiences from
28 accredited programs, such as summer school, university courses, and correspondence courses.
29 Credit for work experience may be offered when the work program is a part of and supervised by
30 the school.

31
32 All classes attempted at Charlo High School and all acceptable transfer credits shall be recorded
33 on the transcript. All grades earned, including failures and retakes, shall be recorded as such and
34 utilized in the calculation of Grade Point Average and class rank. Credit shall be awarded only
35 once regardless of repetition of the course.

36
37 Dual Credit

38
39 Dual credit allows high schools students to simultaneously earn credit toward both a high school
40 diploma and college coursework that can lead to a postsecondary degree or certificate, or toward
41 transfer to another college. The primary purpose of offering dual credit courses is to deliver high
42 quality, introductory, college level courses to high-performing high school students. The
43 Charlo School District has dual credit partnerships with [name of post-secondary institutions].
44 Students interested in dual credit opportunities must meet with their building administration to
45 determine available options.

46
2410P

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. To qualify for the honor roll, a student must receive a passing grade in all subjects. Specific information regarding honors at graduation is 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 Superintendent to recommend to the Board for early graduation students who have completed the minimum requirements for graduation in less than eight semesters.

| | | |
|------------------|-----------------|--|
| Legal Reference: | § 20-9-313, MCA | Circumstances under which regular average number belonging may be increased |
|------------------|-----------------|--|

Procedure History:

Promulgated on:

Revised on: 04/21/15

2
3 **INSTRUCTION**

2413

page 1 of 2

4
5 Credit Transfer and Assessment for Placement

6
7 Grades 9-12

8
9 Requests for transfer of credit or grade placement from any non-accredited, nonpublic school
10 will be subject to examination and approval before being accepted by the District. This will be
11 done by the school counselor or principal or, in the case of home schools, by a credit evaluation
12 committee consisting of a counselor, a staff member from each subject area in which credit is
13 being requested, and a school principal.

14
15 The credit evaluation committee will:

- 16
17 (1) Document that a student has spent approximately the same number of classroom hours in
18 home school as would have been spent in a regular class in the District;
19
20 (2) Document that a student followed a curriculum essentially similar to that of a course for
21 which credit is requested;
22
23 (3) Document that in the event of a credit request in a lab, industrial arts, or music course,
24 equipment and facilities were sufficient to meet required learning activities of the course;
25
26 (4) Require that a student has satisfactorily passed, in all courses in which a final exam
27 normally is given, a final exam prepared and administered by a staff member in the
28 District.

29
30 The District will give credit only for home schools which have met all requirements as specified
31 in Montana law. Credit from home schools will be accepted only when a like course is offered
32 in the District.

33
34 The school transcripts will record courses taken in home schools or non-accredited schools by
35 indicating title of the course, school where the course was taken, and grade.

36
37 For the purpose of calculation of class rank, only those courses taken in an accredited school will
38 be used.

39
40 Grades 1-8

41
42 Requests from parents of students in non-accredited, nonpublic schools for placement in the
43 District school system will be evaluated by an assessment-for-placement team. That team will
44 include:

45
46 2413

1. A school principal;
2. One (1) teacher of the grade in which the student is being considered for enrollment; and
3. One (1) counselor (grades 6-8 only) (OPTIONAL).

The assessment-for-placement team will cause the District-adopted norm-referenced test and/or the end-of-the-year subject-matter test to be administered and scored. The assessment-for-placement team will take into account the following in its recommendation for grade placement:

1. Documentation that the non-accredited, nonpublic school has provided a comparable number of hours as the child would have attended in a public or private school;
2. That the child followed a similar curriculum as would have been provided in an accredited public or private school;
3. That the result of the end-of-the-year test indicates the student has mastered most prerequisite skills; and
4. That the child achieved an NCE score of 40 or above on the Standard Achievement Test.

Parents of students in home schools are encouraged to maintain a log documenting dates of instruction, content of instruction, amount of time spent on that instruction, scores on tests, and grades in all activities.

The District is not obligated to provide instructional materials for other public or private schools.

If a parent or guardian is not in agreement with the placement of the child, he/she may request a hearing before the Board.

Legal Reference: § 20-5-110, MCA School district assessment for placement of a child who enrolls from a non-accredited, non-public school

Policy History:

Adopted on:

Revised on:

1 **Charlo School District**

2
3 **INSTRUCTION**

2420

4
5 Grading and Progress Reports

6
7 The Board believes cooperation of school and home is a vital ingredient in the growth and
8 education of students and recognizes its responsibility to keep parents informed of student
9 welfare and progress in school.

10
11 The issuance of grades and progress reports on a regular basis serves as a basis for continuous
12 evaluation of student performance and for determining changes that should be made to effect
13 improvement. These reports will be designed to provide information helpful to the students,
14 teachers, counselors, and parents.

15
16 The Board directs the Superintendent to establish a system of reporting student progress and will
17 require all staff to comply with such a system as part of their teaching responsibility. Staff and
18 parents will be involved.

19
20
21
22 Policy History:

23 Adopted on:

24 Revised on:

1 **Charlo School District**

2
3 **INSTRUCTION**

2421

4
5 Promotion and Retention

6
7 The Board recognizes that students of the same age are at many intellectual and developmental
8 levels and that these differences are a normal part of human development. Because of these
9 differences, the administrators and teaching staff are directed to make every effort to develop
10 curricula and programs that will meet the individual and unique needs of all students and allow
11 them to remain with their age cohorts.

12
13 It is the philosophy of the District that students thrive best when placed in or promoted to grade
14 levels with other students of compatible age, physical, social, and emotional status. It is the
15 District's philosophy to promote students who demonstrate effort within those compatibilities. It
16 is equally the District's philosophy and practice to retain students who do not make a reasonable
17 effort to meet grade-level expectations, as long as those expectations are commensurate with the
18 individual student's ability and rate of learning.

19
20 If a parent insists that a student be retained or promoted, a notice will be placed in the student's
21 file that the retention or promotion was a parent's decision and not recommended by the school.

22
23 The Superintendent will establish procedures which provide that parents will be informed at least
24 one (1) quarter in advance of any retention decision on the part of the school.

25
26
27
28 Policy History:

29 Adopted on:

30 Revised on:

1 **Charlo School District**

2
3 **INSTRUCTION**

2430

4
5 Homework

6
7 Homework is a constructive tool in the teaching/learning process when geared to the needs and
8 abilities of students. Purposeful assignments not only enhance student achievement, but also
9 develop self-discipline and associated good working habits. As an extension of the classroom,
10 homework must be planned and organized, must be viewed as purposeful to the students, and
11 should be evaluated and returned to students in a timely manner.

12
13 Teachers may give homework to students to aid in the students' educational development.
14 Homework should be an application or adaptation of a classroom experience, and should not be
15 assigned for disciplinary purposes.

16
17
18
19 Policy History:

20 Adopted on:

21 Revised on:

INSTRUCTION

2450

Recognition of Native American Cultural Heritage

The District recognizes the distinct and unique cultural heritage of Native Americans and is committed in the District's educational goals to the preservation of such heritage.

In furtherance of the District's educational goals, the District is committed to:

- Working cooperatively with Montana Tribes in close proximity to the District, when providing instruction, when implementing educational goals or adopting rules relating to education of students in the District;
- Periodically reviewing its curriculum to ensure the inclusion of cultural heritage of Native Americans, which will include but not necessarily be limited to:
 - Considering methods by which to provide books and materials reflecting authentic historical and contemporary portrayals of Native Americans;
 - Taking into account individual and cultural diversity and differences among students;
- Providing necessary training for school personnel, with the objective of gaining an understanding and awareness of Native American culture, which will assist the District's staff in its relations with Native American students and parents.

The Board may require certified staff to satisfy the requirements for instruction in American Indian studies, set forth in § 20-1-503, MCA.

| | | |
|------------------|---|---|
| Legal Reference: | Art. X, Sec. 1(2), Montana Constitution | |
| | § 20-1-501, et seq., MCA | Recognition of American Indian cultural heritage - legislative intent |
| | 10.55.603 ARM | Curriculum Development and Assessment |
| | 10.55.701 ARM | Board of Trustees |
| | 10.55.803 ARM | Learner Access |

Policy History:

Adopted on:

Revised on:

1 **Charlo School District**

2
3 **INSTRUCTION**

2500
page 1 of 2

4
5 Limited English Proficiency Program

6
7 In accordance with the Board's philosophy to provide a quality educational program to all
8 students, the District shall provide an appropriate planned instructional program for identified
9 students whose dominant language is not English. The purpose of the program is to increase the
10 English proficiency of eligible students, so they can attain academic success. Students who have
11 limited English proficiency (LEP) will be identified, assessed, and provided appropriate services.

12
13 The Board shall adopt a program of educational services for each student whose dominant
14 language is not English. The program shall include bilingual/bicultural or English as a second
15 language instruction.

16
17 The Superintendent or his/her designee shall implement and supervise an LEP program which
18 ensures appropriate LEP instruction and complies with applicable laws and regulations.

19
20 The Superintendent or his/her designee, in conjunction with appropriate stakeholders, shall
21 develop and disseminate written procedures regarding the LEP program, including:

- 22
23 1. Program goals.
24
25 2. Student enrollment procedures.
26
27 3. Assessment procedures for program entrance, measurement of progress, and program exit.
28
29 4. Classroom accommodations.
30
31 5. Grading policies.
32
33 6. List of resources, including support agencies and interpreters.
34

35 The District shall establish procedures for identifying students whose language is not English.
36 For students whose dominant language is not English, assessment of the student's English
37 proficiency level must be completed to determine the need for English as a Second Language
38 instruction.

39
40 Students whose dominant language is not English should be enrolled in the District, upon proof
41 of residency and other legal requirements. Students shall have access to and be encouraged to
42 participate in all academic and extracurricular activities of the District.

43
44 Students participating in LEP programs shall be required, with accommodations, to meet
45 established academic standards and graduation requirements adopted by the Board.

46
2500

The LEP program shall be designed to provide instruction which meets each student's individual needs based on the assessment of English proficiency in listening, speaking, reading, and writing. Adequate content-area support shall be provided while the student is learning English, to assure achievement of academic standards.

The LEP program shall be evaluated for effectiveness as required, based on the attainment of English proficiency, and shall be revised when necessary.

At the beginning of each school year, the District shall notify parents of students qualifying for LEP programs about the instructional program and parental options, as required by law. Parents will be regularly apprised of their student's progress. Whenever possible, communications with parents shall be in the language understood by the parents.

The District shall maintain an effective means of outreach to encourage parental involvement in the education of their children.

Legal Reference: Title VI, Civil Rights Act of 1964
Equal Education Opportunities Act as an amendment to the Education Amendments of 1974 Bilingual Education Act
20 U.S.C. §§ 7401, et seq., as amended by the English Language Acquisition, Language Enhancement, and Academic Achievement Act
Title III, §§ 3001-3304 of HRI, No Child Left Behind Act of 2001, P.L. 107-110

Policy History:

Adopted on:

Revised on:

Charlo School District

INSTRUCTION

2510

Page 1 of 3

School Wellness

The Charlo School District is committed to providing school environments that promote and protect children's health, well-being, and ability to learn by supporting healthy eating and physical activity. Therefore, it is the policy of the Charlo School District that:

The development of the school wellness policy, at a minimum, will include:

1. *Community involvement*, including input from teachers of physical education and school health professionals, parents, students, school food service, the school Board, school administrators, educators, and the public. Training of this team of people on the components of a healthy school nutrition environment is recommended.
2. *Goals for nutrition education, nutrition promotion, physical activity, and other school-based activities* that are designed to promote student wellness in a manner that the local education agency determines appropriate.
3. *Implementation, Periodic Assessment, and Public Updates*, including expanding the purpose of the team of collaborators beyond the development of a local wellness policy to also include the implementation of the local wellness policy with periodic review and updates, inform and update the public every three years, at a minimum, (including parents, students, and others in the community) about the content and implementation of the local wellness policies, and to measure periodically and make available to the public an assessment of the local wellness policy, including:
 - The extent to which schools are in compliance with the local wellness policy;
 - The extent to which the LEA's local wellness policy compares to model local school wellness policies; and
 - The progress made in attaining the goals of the local wellness policy.
4. *Nutrition guidelines* for all foods available on each school campus under the local education agency during the school day, with the objectives of promoting student health and nutrient-rich meals and snacks. This includes food and beverages sold in a la carte sales, vending machines, and student stores; and food and beverages used for classroom rewards and fundraising efforts.
5. *Guidelines for reimbursable school meals* to ensure that the District offers school meal programs with menus meeting the meal patterns and nutrition standards established by the U.S. Department of Agriculture.
6. *A plan for measuring implementation* of the local wellness policy, including designation of one or more persons within the local education agency or at each school, as appropriate, charged with operational responsibility for ensuring that each school fulfills the District's local wellness policy. The position/person responsible for managing the triennial assessment and contact information is the District Superintendent available at (406) 644-2206. The District Superintendent will monitor schools' compliance with this wellness policy. The District will actively notify households/families of the availability of the triennial progress report.

The suggested guidelines for developing the wellness policy include:

Nutrition Education and Nutrition Promotion

All students K-12 shall receive nutrition education that teaches the knowledge and skills needed to adopt healthy eating behaviors and is aligned with the *Montana's Health Enhancement Society of Health and Physical Educators (SHAPE) Health Education and Physical Education Content Standards*. Nutrition education shall be integrated into the curriculum. Nutrition information and education shall be offered and

promoted throughout the school campus and based on the U.S. Dietary Guidelines for Americans. Staff who provide nutrition education shall have the appropriate training, such as in health enhancement or family and consumer sciences.

Health Enhancement and Physical Activity Opportunities

The District shall offer health enhancement opportunities that include the components of a quality health enhancement program taught by a K-12 certified health enhancement specialist.

Health enhancement shall equip students with the knowledge, skills, and values necessary for lifelong physical activity. Health enhancement instruction shall be aligned with the *Montana's Health Enhancement Society of Health and Physical Educators (SHAPE) Health Education and Physical Education Content Standards*.

All K-12 students of the District shall have the opportunity to participate regularly in supervised, organized or unstructured, physical activities, to maintain physical fitness, and to understand the short- and long-term benefits of a physically active and healthy lifestyle.

Nutrition Standards

The District shall ensure that reimbursable school meals and snacks meet the program requirements and nutrition standards found in federal regulations. The District shall encourage students to make nutritious food choices through accessibility, advertising and marketing efforts of healthful foods.

The District shall monitor all food and beverages sold or served to students, including those available outside the federally regulated child nutrition programs (i.e., a la carte, vending, student stores, classroom rewards, fundraising efforts), by meeting the United States Department of Agriculture (USDA) Smart Snacks in Schools nutrition standards. Snacks provided to students during the school day without charge (e.g. class parties) will meet standards set by the district. The Superintendent shall continually evaluate vending policies and contracts. Vending contracts that do not meet the intent and purpose of this policy shall be modified accordingly or not renewed.

Other School-Based Activities Designed to Promote Student Wellness

The District may implement other appropriate programs that help create a school environment that conveys consistent wellness messages and is conducive to healthy eating and physical activity, such as staff wellness programs, non-food reward system and fundraising efforts.

Maintaining Student Wellness

The Superintendent shall develop and implement administrative rules consistent with this policy. Input from teachers, parents/guardians, students, school food service program, the school Board, school administrators, and the public shall be considered before implementing such rules. A sustained effort is necessary to implement and enforce this policy. The Superintendent shall measure how well this policy is being implemented, managed, and enforced. The Superintendent shall report to the Board, as requested, on the District's programs and efforts to meet the purpose and intent of this policy.

Legal Reference: PL 108-265 The Child Nutrition and WIC Reauthorization Act of 2004
 PL 111-296 The Healthy, Hunger-Free Kids Act of 2010

Policy History:

Adopted on: 7/18/06

Reviewed on:

Revised on: 10/15/19, 12/19/19

1 **Charlo School District**

2
3 **INSTRUCTION**

2600

4
5 Work Based Learning Program

6
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.

12
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.

21
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.

29
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.

33
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.

37
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.

43
44 Cross Reference: 2600P Work Based Learning Procedures
45 2600F Work Based Learning Affiliation Agreement and Consent Form
46

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: 8/17/21
10 Reviewed on:
11 Revised on:

WORK BASED LEARNING AFFILIATION AGREEMENT

2600F

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

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

WHEREAS 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 earns 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 earns 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.

_____ 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 _____ 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 **Charlo School District**

2
3 **INSTRUCTION**

2600P

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4
5
6 Work Based Learning Program - Insurance

7
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.

13
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 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.

24
25 Option 2

26 Employer does not pay the student. Student earns school credit as part of a Work Based Learning
27 plan but student may be assigned credit as part of another course. Employer has a volunteer
28 endorsement added to their workers compensation policy and pays that premium to their
29 carrier. School District requires the employer to show proof of workers compensation coverage
30 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.

35
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: 8/17/21

Reviewed on:

Revised on:

CHARLO SCHOOL DISTRICT

R = required

3000 SERIES STUDENTS

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1 **Charlo School District**

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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 age or
10 older on or before the tenth (10th) day of September of the school year in which the child is to enroll but is
11 not yet 19 years of age who is a resident of the District. Parents may request a waiver of the age
12 requirement. All waivers are granted in the sole discretion of the Trustees. Non-resident students may be
13 admitted at the discretion of the Trustees. Children will be enrolled in the grade identified in accordance
14 with District policy or at the discretion of the of the administration in consultation with the student's
15 parents or guardians. The District requires proof of identity and an immunization record for every child
16 to be admitted to District schools. The trustees may at their discretion assign and admit a child to a
17 school in the district who is under 5 years of age or an adult who is 19 years of age or older if there are
18 exceptional circumstances that merit waiving the age provision.
19

20 School Entrance

- 21
22 1. The District requires that a student's parents, legal guardian, or legal custodian present proof of
23 identity of the child¹ to the school within forty (40) days of enrollment, as well as proof of
24 residence in the District. Students who are not residents of the District may apply for admission
25 pursuant to Policy 3141.
26
27 2. To be admitted to District schools, in accordance with the Montana Immunization Law, a child
28 must have been immunized against varicella, diphtheria, pertussis, tetanus, poliomyelitis, rubella,
29 mumps, and measles in the manner and with immunizing agents approved by the department.
30 Immunizations may not be required if a child qualifies for conditional attendance or an exemption
31 is filed as provided by Montana law.
32
33 3. The above requirements are not to serve as barriers to immediate enrollment of students
34 designated as homeless or foster children as required by the Every Student Succeeds Act (ESSA)
35 and the McKinney-Vento Act as amended by ESSA. The District shall work with the local child
36 welfare agency, the school last attended, or other relevant agencies to obtain necessary enrollment
37 documentation and ensure a student receives education services in the best interests of the child.
38 The Superintendent or designee shall serve as point of contact with all applicable agencies to
39 review records, facilitate services and resolve disputes.
40

41 Placement

42
43 The District goal is to place students at levels and in settings that will increase the probability of student
44 success. Developmental testing, together with other relevant criteria, including but not
45 limited to health, maturity, emotional stability, and developmental disabilities, may be considered in the

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

placement of all students. Final disposition of all placement decisions rests with the principal, subject to review by the Superintendent or the Board.

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 |

Policy History:

Adopted on:

Reviewed on:

Revised on: 07/21/15, 7/18/17, 07/16/19, 12/19/19

STUDENTS

3120

Compulsory Attendance

To reach the goal of maximum educational benefits for every child requires a regular continuity of instruction, classroom participation, learning experiences, and study. Regular interaction of students with one another in classrooms and their participation in instructional activities under the tutelage of competent teachers are vital to the entire process of education. This established principle of education underlies and gives purpose to the requirement of compulsory schooling in every state in the nation. A student's regular attendance also reflects dependability and is a significant component of a student's permanent record.

Parents or legal guardians or legal custodians are responsible for seeing that their children who are age seven (7) or older before the first day of school attend school until the later of the following dates:

1. Child's sixteenth (16th) birthday; or
2. Completion date of the work of eighth (8th) grade.

The provisions above do not apply in the following cases:

- (a) The child has been excused under one of the conditions specified in 20-5-102.
- (b) The child is absent because of illness, bereavement, or other reason prescribed by the policies of the trustees.
- (c) The child has been suspended or expelled under the provisions of 20-5-202.

Compulsory attendance stated above will not apply when children:

1. Are provided with supervised correspondence or home study; or
2. Are excused because of a determination by a district judge that attendance is not in the best interests of the child; or
3. Are enrolled in a non-public or home school; or
4. Are enrolled in a school in another district or state; or
5. Are excused by the Board on a determination that attendance after age of sixteen (16) is not in the best interests of the child and the school.

| | | |
|------------------|-----------------|--|
| Legal Reference: | § 20-1-308, MCA | Religious instruction released time program |
| | § 20-5-101, MCA | Admittance of child to school |
| | § 20-5-102, MCA | Compulsory enrollment and excuses |
| | § 20-5-103, MCA | Compulsory attendance and excuses |
| | § 20-5-104, MCA | Attendance officer |
| | § 20-5-106, MCA | Truancy |
| | § 20-5-107, MCA | Incapacitated and indigent child attendance |
| | § 20-5-108, MCA | Tribal agreement with district for Indian child compulsory attendance and other agreements |
| | § 20-5-202, MCA | Suspension and Expulsion |

Policy History:

Adopted on:

Revised on:

1 **Charlo School District**

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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;
 - 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 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: | Policy 3510 | School Sponsored Activities |
| | Policy 2600 | Work Based Learning |
| 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 |
| | Chapter 297 | 2021 General Legislative Session |
| | Chapter 269 | 2021 General Legislative Session |
| | Chapter 247 | 2021 General Legislative Session |

Policy History:

Adopted on:

Reviewed on:

Revised on: 7/18/17, 8/17/21

1 **Charlo School District**

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4
5 Enrollment and Attendance Records

6
7 Average Number Belonging

8
9 Average Number Belonging (ANB) is the enrollment measure used for the State Foundation
10 Program calculations as defined in § 20-9-311, MCA. The ANB of one year is based on the
11 attendance records of the preceding year. Funding for districts is based on ANB, which is based
12 on “aggregate hours” per year and must be accurate. “Aggregate hours” means the hours of
13 pupil instruction for which a school course or program is offered or for which a pupil is enrolled.
14

15 For a child to be counted for ANB purposes:

- 16
17 a) The child must meet the definition of pupil as found in § 20-1-101(11), MCA;
18
19 b) Attending 181 to 359 aggregate hours = One-quarter time enrollment
20
21 c) Attending 360 to 539 aggregate hours = One-half time enrollment
22
23 d) Attending 540 to 719 aggregate hours = Three-quarter time enrollment
24
25 e) Attending 720 aggregate hours or more = Full-time enrollment
26

27 A school district may include in its calculation of ANB a pupil who is enrolled in a program
28 providing fewer than the required aggregate hours of pupil instruction required under subsection
29 20-9-311(4)(a) or (4)(b) if the pupil had demonstrated proficiency in the content ordinarily
30 covered by the instruction as determined by the school board using district assessments. The
31 ANB must be converted to an hourly equivalent based on the hours of instruction ordinarily
32 provided for the content over which the student has demonstrated proficiency. 20-9-311(4)(d).
33

34 Homebound Students

35
36 Students who are receiving instructional services, who were in the education program and, due to
37 medical reasons certified by a medical doctor, are unable to be present for pupil instruction, may
38 be counted as enrolled for ANB purposes, if the student:
39

- 40 a) Is enrolled and is currently receiving organized and supervised pupil instruction;
41
42 b) Is in a home or facility which does not offer a regular educational program; and
43
44 c) Has instructional costs during the absence, which are financed by the District’s general
45 fund.
46

3121P

If a homebound student does not meet the criteria set forth above, the District may request a variance through the Office of Public Instruction, for consideration of the student in the enrollment count for ANB purposes beyond the tenth (10th) day of absence.

Attendance Accounting

Days present and absent for every student are to be recorded in each building, for the purpose of informing parents of a student's attendance record.

On the first (1st) Monday in October and the first (1st) Monday in February, the number of all enrolled students (whether present or absent) by grade level and class will be recorded on the forms provided by the District. Special education children who are enrolled in special programs sixteen (16) hours or more a week will be listed separately. The Director of Special Education should be contacted to verify this count. Monthly student counts of enrolled children by grade and classroom will be provided by the office.

| | | |
|------------------|-----------------|---|
| Legal Reference: | 10.20.102, ARM | Calculation of Average Number Belonging (ANB) |
| | § 20-1-101, MCA | Definitions |
| | § 20-9-311, MCA | Calculation of average number belonging (ANB) – |
| | | three-year averaging |

Procedure History:

Promulgated on:

Revised on: 07/16/13, 07/21/15, 7/12/2016

1 **Charlo School District**

2
3 **STUDENTS**

3122

4
5 Attendance Policy

6
7 To reach the goal of maximum educational benefits for each child requires a regular continuity
8 of instruction, classroom participation, learning experiences, and study. Regular interaction of
9 students with one another in the classroom and their participation in instructional activities under
10 the tutelage of competent teachers are vital to the entire process of education. This established
11 principle of education underlies and gives purpose to the requirement of compulsory schooling in
12 every state in the nation. The good things schools have to offer can only be presented to students
13 in attendance.

14
15 A student's regular school attendance also reflects dependability and is a significant component
16 on a student's permanent record. Future employers are as much concerned about punctuality and
17 dependability as they are about academic record. School success, scholarship, and job
18 opportunity are greatly affected by a good attendance record.

19
20
21
22 Policy History:

23 Adopted on:

24 Revised on:

Charlo School District

STUDENTS

3122P

Attendance

In order to graduate from Charlo High School, a student must complete twenty-three (23) credits. Completion of a course at Charlo High School will be defined as a passing grade of the material. Regular attendance is important because valuable skills and information gained in the classroom may or may not show up on tests or be reflected in an academic grade. The general welfare of all students is best served by regular attendance and therefore in an effort to recognize strong attendance: Students in grades 6-12 with 3 or less excused absences in a specific class during a quarter will earn an additional 3% points on their final quarter grade.

There are three categories of absences:

School Related Absences:

School related absences such as field trips, athletics, student council, band, etc. These absences will not be counted in the 3 excused absences allowed per quarter toward a grade enhancement.

Excused Absences: These absences occur with the knowledge of parents for reasons other than School Related Reasons. Excused absences will include but are not limited to such areas as: illness, family trips, work days, vacations, visiting friends or relatives, hair or photography appointments, skiing, hunting, court appearances, attending concerts, shopping, or any others not mentioned which are deemed as excused by the administration.

It is the duty of the parent/guardian to notify appropriate school personnel of the absent student's location. Absences are unexcused until a note or call from a parent/guardian is received by the office. If the note/call is not received within two (2) school days, the absence will be recorded as unexcused. The administration will make the final decision.

Unexcused Absences:

Absence without the knowledge of parents is called truancy. Section 41-5-103 #21 of Montana law defines "Habitual Truancy" as recorded absences of 10 days or more of unexcused absences in a semester or absences without prior written approval of a parent or guardian. It is the principal's duty, as truancy officer, to report habitual truants to the Lake County Youth Court.

Consequences for unexcused absences:

1. 1st unexcused absence-1 day in-school suspension and parent notification.
2. 2nd unexcused absence-3 days in-school suspension and parent notification.
3. 3rd unexcused absence- 5 days in-school suspension parent notification, and a conference may be scheduled with the administration.
4. Further unexcused absences will follow the step discipline plan as outlined in the handbook.

Procedure History:

Adopted on:

Reviewed on:

Revised on: 08/20/19

Charlo School District

R

STUDENTS

3123

Attendance Policy - Truancy

Students are expected to attend all assigned classes each day. Teachers shall keep a record of absence and tardiness. Before the end of the school day, each school shall attempt to contact every parent, guardian, or custodian whose child is absent from school but who has not reported the child as absent for the school day, to determine whether the parent, guardian, or custodian is aware of the child's absence from school.

For the purpose of this policy "truant" or "truancy" means the persistent non-attendance without excuse, as defined by this policy, for all or any part of a school day equivalent to the length of one class period of a child required to attend a school under 20-5-103. "Habitual truancy" means recorded unexcused absences of 9 or more days or 54 or more parts of a day, whichever is less, in 1 school year.

The Charlo school district's definition of non-attendance without excuse is stated in the student handbook.

The Charlo School district has appointed the K-12 Principal as the attendance officer. If the district does not appoint an attendance officer, the county superintendent must be the attendance officer.

Upon the board designating one or more of its staff as the attendance officer(s), the attendance officer(s) shall have the powers and duties as stated in 20-5-105(1) (Section 2), MCA.

| | | |
|------------------|---------------------|---|
| Legal Reference: | § 20-5-103, MCA | Compulsory attendance and excuses |
| | § 20-5-104, MCA | Attendance officer |
| | § 20-5-105, MCA | Attendance officer – powers and duties |
| | § 20-5-106, MCA | Truancy |
| | § 20-5-107, MCA | Incapacitated and indigent child attendance |
| | § 41-5-103(22), MCA | Definitions |

Procedure History:

Promulgated on: 07/16/13

Reviewed on:

Revised on:

Charlo School District

R

STUDENTS

3125

Education of Homeless Children

Every child of a homeless individual and every homeless child are entitled to equal access to the same free, appropriate public education as provided to children with permanent housing. The District must assign and admit a child who is homeless to a District school regardless of residence and irrespective of whether the homeless child is able to produce records normally required for enrollment. The District may not require an out-of-District attendance agreement and tuition for a homeless child.

Should a child become homeless over the course of the school year, the child must be able to remain at the school of origin, or be eligible to attend another school in the district.

The Superintendent will review and revise as necessary rules or procedures that may be barriers to enrollment of homeless children and youths. In reviewing and revising such procedures, the Superintendent will consider issues of transportation, immunization, residence, birth certificates, school records, and other documentation.

Homeless students will have access to services comparable those offered to other students, including but not limited to:

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

The Superintendent will give special attention to ensuring the enrollment and attendance of homeless children and youths not currently attending school. The Superintendent will appoint a liaison for homeless children. A “homeless individual” is defined as provided in the McKinney Homeless Assistance Act.

Anyone having a concern or complaint regarding placement or education of a homeless child will first present it orally and informally to the District homeless liaison. To further ensure that the District is removing barriers to the educational access and success of children and youths who are homeless, and to ensure that Title 1 funding is expended in an appropriate manner, the District has adopted the dispute resolution form at 3125F.

Cross Reference: 1700 Uniform Complaint Procedure
3125F McKinney-Vento Homeless Educational Assistance Dispute Resolution

Legal Reference: 42 U.S.C. §§42 U.S.C. § 11301 *et seq* 11431, et seq.
McKinney Homeless Assistance Act
§ 20-5-101, MCA Admittance of child to school

Policy History:

Adopted on:

Reviewed on:

Revised on: 7/18/17, 07/16/19

MCKINNEY-VENTO HOMELESS ASSISTANCE DISPUTE RESOLUTION FORM

School District _____ Liaison _____

Telephone _____

Date of first contact by homeless individual, guardian, or representative _____

Homeless Student's Name _____

Describe the issue(s) in question _____

School District Contact _____ Telephone _____
(Superintendent/Principal)

Date _____ (within 7 business days)
Resolution at Liaison/School District Level (*describe below*) _____ or
Forwarded to OPI Homeless Coordinator [*please contact at (406) 444-2036*] _____

Date _____ (within 15 business days)
Resolution at OPI Homeless Coordinator Level (*describe below*) _____ or
Forwarded to Superintendent of Public Instruction _____

Describe Resolution Results _____

Homeless Coordinator Signature _____

This form must be filed with

Heather Denny,
Homeless Coordinator
Office of Public Instruction
PO Box 202501
Helena, MT 59620-2501

1 **Charlo 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/Tuancy

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: 10/01/15, 4/20/21

1 **Charlo School District**

2
3 **STUDENTS**

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4
5 Discretionary Nonresident Student Attendance Policy

- 6
- 7 1. Except as required by § 20-5-321, MCA, the District will admit nonresident students at
8 its discretion. Students will be admitted in accordance with the provisions of this policy.
9 The District will not admit nonresident students when doing so would cause the district to
10 exceed the class size standards under 10.55.712 and 10.55.713, ARM. If the School
11 District reaches class size capacity, students denied for capacity reasons applicants may
12 be placed on a waiting list for notification in the event space in the class becomes
13 available as determined by the administration in accordance with this policy. Appearance
14 on the waiting list does not guarantee admission to or enrollment in the school district.
15
 - 16 2. The Superintendent is hereby given the authority to recommend to the Board any
17 student's admission in accordance with this policy. The Board will make the final
18 decision on admission.
19
 - 20 3. The District will examine a student's records from this district and other school districts
21 before any Board approval for admission. Review of the records and decisions regarding
22 admission cannot be inconsistent with district policies regarding nondiscrimination.
23
 - 24 4. Every student who attends the District as a nonresident student must reapply for
25 admission by July 1. Admission in one school year does not imply or guarantee
26 admission in subsequent years.
27
 - 28 5. All resident students who become nonresidents because their parents or guardians move
29 out of the District may continue attendance for the school year, barring registration in
30 another District. At the completion of the school year, a student must apply as a
31 nonresident student in accordance with #5.
32
 - 33 6. The Board reserves the right to charge tuition for nonresident students. The Board may,
34 at its discretion, charge or waive tuition for all students whose tuition is required to be
35 paid by one type of entity. An "entity" is defined as either: (1) the parent/guardian; or
36 (2) a school district. Any waiver of tuition must be applied equally to all students whose
37 tuition is paid by the same type of entity (i.e., if the District charges students tuition in
38 those circumstances where the resident district pays but waives tuition in those
39 circumstances where the parent/guardian is responsible for tuition, the tuition waiver will
40 be applicable to all students whose parents/guardians bear responsibility for payment).
41
 - 42 7. All nonresident students will be considered ineligible transportees for school
43 transportation services (§ 20-10-101, MCA).
 - 44 8. Students who have been expelled from another school district or who have committed
45 acts while enrolled in another school district which would have resulted in expulsion if
46 committed while enrolled in this district, may be denied admission to the Charlo Schools

at the discretion of the trustees for a time period consistent with the term of any expulsion permitted by board policy.

9. When a parent or guardian of a child wishes to have his or her child attend Charlo Public Schools as an out-of-district student, he or she will apply to the District before July 1 of the school fiscal year in which he or she seeks approval, unless the student can establish compelling reasons for any mid-year transfer and Charlo School determines that a mid-year admission is in the best interest of Charlo School District 7J.
10. Nonresident students enrolled under this policy are subject to all district policies, rules, regulations on the same basis as resident students.

| | | |
|------------------|---------------------|--|
| Cross Reference: | Policy 2161 – 2161P | Special Education |
| | Policy 3110 | Entrance, Placement, and Transfer |
| | Policy 3125 | Education of Homeless Children |
| | Policy 3210 | Equal Education, Nondiscrimination and Sex Equity |
| Legal Reference: | § 20-5-314, MCA | Reciprocal attendance agreement with adjoining state or province |
| | § 20-5-320, MCA | Attendance with discretionary approval |
| | § 20-5-321, MCA | Attendance with mandatory approval – tuition and transportation |
| | § 20-5-322, MCA | Residency determination – notification – appeal for attendance agreement |
| | § 20-5-323, MCA | Tuition and transportation rates |
| | 10.10.301B, ARM | Out-of-District Attendance Agreements |

Policy History:

Adopted on:

Reviewed on:

Revised on: 09/20/11, 12/20/2016, 7/17/18, 07/16/19, 8/17/21

1 **Charlo School District**

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3 **STUDENTS**

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4
5 Foreign Exchange Students

6
7 It is the policy of the Board to recognize the benefits from foreign exchange students in the
8 District. The Board does not, however, sponsor student foreign exchange programs. The Board
9 or its designee may approve tuition-free classroom experiences for foreign exchange students. It
10 is understood that approval only signifies the District's willingness to allow students to attend
11 without tuition. The District does not provide any other financial contribution to the student.
12 The student is responsible for all other fees. The Board assumes no responsibility or control over
13 aspects such as travel, living accommodations, funding, insurance, etc., which remain the
14 responsibility of the sponsor and/or the student.

15
16 The District's goal is that a mutual, beneficial exchange exist between the foreign exchange
17 student and the District. The foreign exchange student is expected to make a contribution to the
18 community and school by sharing his/her culture. The District encourages students to speak
19 about their country to classes at any grade level and encourages District students to explore
20 opportunities to travel and study abroad. The foreign exchange students will be subject to the
21 same policies and attendance requirements as regular students unless otherwise noted.

22
23 Foreign exchange students must meet the following criteria:

- 24
25 1. Be able to demonstrate a conversational proficiency with the English language to enable
26 accurate and precise cross-communication with students and teaching staff.
27
28 2. Be in good standing with the most recently attended school, in terms of academics,
29 conduct, and attendance. Before admission the Superintendent will evaluate the student's
30 transcript.
31
32 3. Placed by an accredited foreign exchange program.
33
34 4. Be able to demonstrate a record free of truancy.
35
36 5. Be able to demonstrate a clean behavior record in the school last attended for a period of
37 at least one (1) year.
38
39 6. Have no criminal record.
40
41 7. Have passing grades in the school previously attended.
42
43 8. Have correctly completed the application process.
44
45 9. The foreign exchange student is not eligible, if they are nineteen (19) years of age before
46

midnight, August 31, of a given year.

10. The District will not admit foreign exchange students, when to do so would require hiring additional staff, provision of educational services not currently provided in the school, or overcrowding of existing classes.

11. Present no other educationally related detriment to students in the District.

When a parent or guardian of a child wishes to sponsor a foreign exchange student, he or she will apply to the District before July 1 of the school fiscal year for which he or she seeks approval, unless the student can establish compelling reasons for the mid-year admission, in the best interests of the student and the District.

Legal Reference: 20 U.S.C. 221, et seq.

Policy History:

Adopted on:

Revised on:

1 **Charlo School District**

2
3 **STUDENTS**

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4
5 Part-Time Attendance

6
7 The District will review requests for part-time enrollment of students for purposes of academic
8 courses on a case-by-case basis, with a building principal making a preliminary decision
9 pursuant to the criteria set forth in this Policy. Denial of part-time enrollment may be appealed
10 pursuant to policy 1700.

11
12 Criteria for accepting students for part-time enrollment are the following:

- 13
14 1. Accepting a student will not create excess student enrollment in a requested class;
15 2. Accepting a student will not create need for an additional staff member;
16 3. Accepting a student will not cause a new section of a course to be created.

17
18 The District will accept on a first-come, first-served basis students wishing to enroll in the same
19 course. Whenever the enrollment position of a part-time student is needed for a regular, full-
20 time student during the year, a full-time student has priority for the position beginning with the
21 next semester.

22
23 Participation in District Extracurricular Activities by Unenrolled Children

24
25 This policy does not restrict or limit the ability of unenrolled children to seek to participate in
26 extracurricular activities in accordance with Policy 3510. The District may secure ANB for
27 unenrolled children participating in identified extracurricular activities in accordance with Policy
28 3121.

29

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

37
38

39 Policy History:

40 Adopted on: 7/15/21

41 Reviewed on:

42 Revised on:

1 **Charlo School District**

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3 **STUDENTS**

3200

4
5 Student Rights and Responsibilities

6
7 The District recognizes fully that all students are entitled to enjoy the rights protected under
8 federal and state constitutions and law for persons of their age and maturity in a school setting.

9 The District expects students to exercise these rights reasonably and to avoid violating the rights
10 of others. The District may impose disciplinary measures whenever students violate the rights of
11 others or violate District policies or rules.
12
13
14

15 Cross Reference: 3231 Searches and Seizure
16 3310 Student Discipline
17

18 Legal Reference: § 20-4-302, MCA Discipline and punishment of pupils B definition of
19 corporal punishment
20 § 20-5-201, MCA Duties and sanctions
21 *Tinker v. Des Moines Ind. Sch. Dist.*, 89 S.Ct. 733 (1969)
22

23 Policy History:

24 Adopted on:

25 Revised on:

Charlo School District

R

STUDENTS

3210

Equal Education, Nondiscrimination and Sex Equity

The District will make equal educational opportunities available for all students without regard to race, color, national origin, ancestry, sex, ethnicity, language barrier, religious belief, physical or mental handicap or disability, economic or social condition, actual or potential marital or parental status. No student will be denied equal access to programs, activities, services, or benefits or be limited in the exercise of any right, privilege, or advantage, or denied equal access to educational and extracurricular programs and activities.

Inquiries regarding discrimination or intimidation should be directed to the District Title IX Coordinator. Any individual may file a complaint alleging violation of this policy.

The District, in compliance with federal regulations, will notify annually all students, parents, staff, and community members of this policy and the designated coordinator to receive inquiries. This annual notification will include the name and location of the coordinator and will be included in all handbooks.

The District will not tolerate hostile or abusive treatment, derogatory remarks, or acts of violence against students, staff, or volunteers with disabilities. The District will consider such behavior as constituting discrimination on the basis of disability, in violation of state and federal law.

| | | |
|------------------|------|--|
| Cross Reference: | 1700 | Uniform Complaint Procedure |
| | 3200 | Student Rights and Responsibilities |
| | 3225 | Sexual Harassment/Intimidation of Students |
| | 3226 | Bullying/Harassment/Intimidation/Hazing |

| | | |
|------------------|---|--|
| Legal Reference: | Art. X, Sec. 7, Montana Constitution- | Nondiscrimination in education |
| | § 49-2-307, MCA | Discrimination in education |
| | 24.9.1001, et seq., ARM | Sex Discrimination in Education |
| | Title IX of the Educational Amendments, 20 U.S.C. § 1681, et seq. | |
| | 34 CFR Part 106 | Nondiscrimination on the basis of sex in education programs or activities receiving Federal financial assistance |

Policy History:

Adopted on:

Reviewed on:

Revised on: 04/21/15, 7/18/2017

1 **Charlo School District**

2
3 **STUDENTS**

3221

4
5 Student Publications

6
7 Student publications produced as part of the school's curriculum or with the support of student
8 body funds are intended to serve both as vehicles for instruction and student communications.
9 They are operated and substantively financed by the student body and the District.

10
11 Material appearing in such publications should reflect all areas of student interest, including
12 topics about which there may be controversy and dissent. Controversial issues may be presented
13 provided they are treated in depth and represent a variety of viewpoints. Such materials may not
14 be libelous, obscene, or profane nor may they cause a substantial disruption of the school, invade
15 the privacy rights of others, demean any race, religion, gender, or ethnic group, or advocate the
16 violation of the law. They may not advertise tobacco, liquor, illicit drugs or drug paraphernalia.

17
18 The Superintendent shall develop guidelines to implement these standards and shall establish
19 procedures for the prompt review of any materials which appear not to comply with the
20 standards.

21
22
23
24 Policy History:

25 Adopted on: 11/23/11

26 Revised on:

1 **Charlo School District**

2
3 **STUDENTS**

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4
5 Distribution and Posting of Materials

6
7 District policy allows distribution of materials of parent and student organizations sponsored by
8 the District or other governmental agencies. The District also may allow distribution of
9 materials that provide information valued or needed by the District.

10
11 The Superintendent must approve all materials before they may be distributed by any
12 organization.

13
14 To facilitate the distribution of materials with information about student activities, each school
15 may maintain a centrally located bulletin board for the posting of materials, and/or maintain a
16 table available to students for placing approved materials.

17
18
19
20 Policy History:

21 Adopted on:

22 Revised on:

1 **Charlo School District**

2
3 **STUDENTS**

3224

4
5 Student Dress

6
7 The District recognizes that a student's choice of dress and grooming habits demonstrate
8 personal style and preference. The District has the responsibility to ensure proper and
9 appropriate conditions for learning, along with protecting the health and safety of its student
10 body. Even though the schools will allow a wide variety of clothing styles, dress and grooming
11 must not materially or substantially disrupt the educational process of the school or create a
12 health or safety hazard for students, staff, or others.

13
14 Building administrators shall establish procedures for the monitoring of student dress and
15 grooming in school or while engaging in extracurricular activities. Students attending public
16 events sponsored by the school district are permitted to honor their American Indian heritage
17 through the display of culturally significant tribal regalia at a public event sponsored by the
18 school district. Any item that promotes drug use, weapon use, threats of violence, sexual
19 harassment, bullying, or other intimidation, or violates another district policy, state, or federal
20 law may not be worn at a public event sponsored by the school district. Specific regulations
21 shall be published annually in student handbooks.

22
23
24 Cross Reference: Policy 2333 Participation in Commencement Exercises

25
26
27 Legal Reference: SB 319-Chapter 229 Tribal regalia and objects of cultural significance –
28 allowed at public events

29
30
31
32 Policy History:

33 Adopted on:

34 Reviewed on:

35 Revised on: 10/17/17

2
3 **STUDENTS**

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4
5 Sexual Harassment, Sexual Intimidation and Sexual Misconduct

6
7 Sexual harassment, sexual intimidation, and sexual misconduct are forms of discrimination and
8 are prohibited. An employee, District agent, or student engages in sexual harassment, sexual
9 intimidation, and sexual misconduct whenever that individual makes unwelcome advances,
10 requests sexual favors, or engages in other verbal, non-verbal, electronic or physical contact or
11 conduct of a sexual or sex-based nature, imposed on the basis of sex, that:

- 12
13 1. Denies, deprives, or limits the provision of educational aid, benefits, services,
14 opportunities, or treatment, or that makes such conduct a condition of a student's
15 academic status; or
16
17 2. Has the purpose or effect of:
18
19 a. Substantially interfering with a student's educational environment;
20
21 b. Creating an intimidating, hostile, or offensive educational environment;
22
23 c. Denying, depriving, or limiting the provision of educational aid, benefits,
24 services, opportunities, or treatment; or
25
26 d. Making submission to or rejection of such unwelcome conduct the basis for
27 academic decisions affecting a student.
28

29 Sexual harassment, sexual intimidation and sexual misconduct prohibited by this policy includes
30 verbal, electronic, or physical contact or conduct. The terms "intimidating," "hostile,"
31 "misconduct," and "offensive" include conduct that has the effect of humiliation, embarrassment,
32 or discomfort. Examples of sexual harassment, sexual intimidation, and sexual misconduct
33 include but are not limited to unwelcome or forceful physical touching, crude jokes or pictures,
34 discussions of sexual experiences, pressure or requests for sexual activity or favors, intimidation
35 by words, actions, insults, or name calling, teasing related to sexual characteristics, and
36 spreading rumors related to a person's alleged sexual activities. The District will evaluate sexual
37 harassment, sexual intimidation, and sexual misconduct in light of all circumstances.
38

39 Students who believe that they may have been sexually harassed, intimidated, or been subjected
40 to sexual misconduct should consult a counselor, teacher, Title IX coordinator, or administrator,
41 who will assist them in the complaint process. Supervisors or teachers who knowingly condone
42 or fail to report or assist a student to take action to remediate such behavior of sexual harassment,
43 intimidation, or misconduct may themselves be subject to discipline. The District will report any
44 suspected child abuse or neglect to proper authorities in accordance with District Policy 5232.
45 The District is authorized to report any violation of this policy to law enforcement that is
46 suspected to be a violation of state or federal criminal laws.

Harassment Reporting Form for Students

School _____ Date _____

Student's name _____

(If you feel uncomfortable leaving your name, you may submit an anonymous report, but please understand that an anonymous report will be much more difficult to investigate. We assure you that we'll use our best efforts to keep your report confidential.)

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

➤ Describe the incident(s). _____

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

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

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

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

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

Signature of complainant _____

Signatures of parents/legal guardians _____

2
3 **STUDENTS**

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4
5
6 Sexual Harassment Grievance Procedure - Students

7
8 The Board requires the following grievance process to be followed for the prompt and equitable
9 resolution of student complaints alleging any action that would be prohibited as sexual
10 harassment by Title IX. The Board directs the process to be published in accordance with all
11 statutory and regulatory requirements.

12
13 Definitions

14
15 The following definitions apply for Title IX policies and procedures:

16
17 “Actual knowledge:” notice of sexual harassment or allegations of sexual harassment to the
18 District’s Title IX Coordinator or any official of the District who has authority to institute
19 corrective measures on behalf of the District, or to any employee of an elementary or secondary
20 school.

21
22 “Education program or activity:” includes locations, events or circumstances over which the
23 District exercised substantial control over both the individual who has been reported to be the
24 perpetrator of conduct that could constitute sexual harassment, and the context in which the
25 sexual harassment occurs.

26
27 “Complainant:” an individual who is alleged to be the victim of conduct that could constitute
28 sexual harassment.

29
30 “Respondent:” an individual who has been reported to be the perpetrator of conduct that could
31 constitute sexual harassment.

32
33 “Formal complaint:” a document filed by a Complainant or signed by the Title IX Coordinator
34 alleging sexual harassment against a Respondent and requesting that the District investigate the
35 allegation of sexual harassment.

36
37 “Supportive measures:” non-disciplinary, non-punitive individualized services offered as
38 appropriate, as reasonably available and without fee or charge to the Complainant or Respondent
39 before or after the filing of a formal complaint or where no formal complaint has been filed.

40
41 District Requirements

42
43 When the District has actual knowledge of sexual harassment in an education program or activity
44 of the District, the District will respond promptly in a manner that is not deliberately indifferent.
45 When the harassment or discrimination on the basis of sex does not meet the definition of sexual
46 harassment, the Title IX Coordinator will direct the individual to the applicable sex
47

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

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

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

Timelines

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

Response to a Formal Complaint

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

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

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

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

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

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

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

Investigation of a Formal Complaint

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

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

Dismissal of Formal Complaints

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

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

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

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

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

Evidence Review

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

Investigative Report

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

Decision-Maker's Determination

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

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

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

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

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

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

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

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

Appeals

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

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

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

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

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

Informal Resolution Process

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

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

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

Recordkeeping

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

1. Each sexual harassment investigation, including any determination regarding responsibility, any disciplinary sanctions imposed on the Respondent, and any remedies provided to the Complainant designed to restore or preserve equal access to the District's education program or activity;
2. Any appeal and the result therefrom;
3. Any informal resolution and the result therefrom; and

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

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

| | | |
|------------------|-------------|---|
| Cross Reference: | Policy 3210 | Equal Education, Nondiscrimination and Sex Equity |
| | Policy 3225 | Sexual Harassment |
| | Policy 3310 | Student 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. |
| | Section 20-5-201, MCA, Duties and Sanctions |
| | Section 20-5-202, MCA, Suspension and Expulsion |
| | 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: 4/20/21

Reviewed on:

Revised on:

4 **STUDENTS**

5 Bullying/Harassment/Intimidation/Hazing

6 The Board will strive to provide a positive and productive learning and working environment. Bullying,
7 harassment, intimidation, or hazing, by students, staff, or third parties, is strictly prohibited and shall not
8 be tolerated.

9
10 Definitions

- 11
- 12 1. "Third parties" include but are not limited to coaches, school volunteers, parents, school visitors,
13 service contractors or others engaged in District business, such as employees of businesses or
14 organizations participating in cooperative work programs with the District, and others not directly
15 subject to District control at inter-district and intra-District athletic competitions or other school
16 events.
17
 - 18 2. "District" includes District facilities, District premises, and non-District property if the student or
19 employee is at any District-sponsored, District-approved, or District-related activity or function,
20 such as field trips or athletic events, where students are under the control of the District or where
21 the employee is engaged in District business.
22
 - 23 3. "Hazing" includes but is not limited to any act that recklessly or intentionally endangers the
24 mental or physical health or safety of a student for the purpose of initiation or as a condition or
25 precondition of attaining membership in or affiliation with any District-sponsored activity or
26 grade-level attainment, including but not limited to forced consumption of any drink, alcoholic
27 beverage, drug, or controlled substance, forced exposure to the elements, forced prolonged
28 exclusion from social contact, sleep deprivation, or any other forced activity that could adversely
29 affect the mental or physical health or safety of a student; requires, encourages, authorizes, or
30 permits another to be subject to wearing or carrying any obscene or physically burdensome
31 article, assignment of pranks to be performed, or other such activities intended to degrade or
32 humiliate.
33
 - 34 4. "Bullying" means any harassment, intimidation, hazing, or threatening, insulting, or demeaning
35 gesture or physical contact, including any intentional written, verbal, or electronic communication
36 ("cyberbullying") or threat directed against a student that is persistent, severe, or repeated, and
37 that substantially interferes with a student's educational benefits, opportunities, or performance,
38 that takes place on or immediately adjacent to school grounds, at any school-sponsored activity,
39 on school-provided transportation, at any official school bus stop, or anywhere conduct may
40 reasonably be considered to be a threat or an attempted intimidation of a student or staff member
41 or an interference with school purposes or an educational function, and that has the effect of:
42 a. Physically harming a student or damaging a student's property;
43 b. Knowingly placing a student in reasonable fear of physical harm to the student or
44 damage to the student's property;
45 c. Creating a hostile educational environment, or;
46 d. Substantially and materially disrupts the orderly operation of a school.
47
 - 48 5. "Electronic communication device" means any mode of electronic communication,
49 including, but not limited to, computers, cell phones, PDAs, or the internet.
50

Reporting

All complaints about behavior that may violate this policy shall be promptly investigated. Any student, employee, or third party who has knowledge of conduct in violation of this policy or feels he/she has been a victim of hazing, harassment, intimidation, or bullying in violation of this policy is encouraged to immediately report his/her concerns to the building principal or the District Administrator, who have overall responsibility for such investigations. A student may also report concerns to a teacher or counselor, who will be responsible for notifying the appropriate District official. Complaints against the building principal shall be filed with the Superintendent. Complaints against the Superintendent or District Administrator shall be filed with the Board.

The complainant shall be notified of the findings of the investigation and, as appropriate, that remedial action has been taken.

Exhaustion of administrative remedies

A person alleging violation of any form of harassment, intimidation, hazing, or threatening, insulting, or demeaning gesture or physical contact, including any intentional written, verbal, or electronic communication, as stated above, may seek redress under any available law, either civil or criminal, after exhausting all administrative remedies.

Responsibilities

The District Administrator shall be responsible for ensuring notice of this policy is provided to students, staff, and third parties and for the development of administrative regulations, including reporting and investigative procedures, as needed.

Consequences

Students whose behavior is found to be in violation of this policy will be subject to discipline up to and including expulsion. Staff whose behavior is found to be in violation of this policy will be subject to discipline up to and including dismissal. Third parties whose behavior is found to be in violation of this policy shall be subject to appropriate sanctions as determined and imposed by the District Administrator or the Board. Individuals may also be referred to law enforcement officials.

Retaliation and Reprisal

Retaliation is prohibited against any person who reports or is thought to have reported a violation, files a complaint, or otherwise participates in an investigation or inquiry. Such retaliation shall be considered a serious violation of Board policy, whether or not a complaint is substantiated. False charges shall also be regarded as a serious offense and will result in disciplinary action or other appropriate sanctions.

| | |
|------------------|--|
| Cross Reference: | 3225F Harassment Reporting Form for Students |
| Legal Reference: | 10.55.701(2)(f), ARM Board of Trustees |
| | 10.55.719, ARM Student Protection Procedures |
| | 10.55.801(1)(a), ARM School Climate |

Policy History:

Adopted on:

Revised on: October, 2006, 07/21/15

1 **Charlo School District**

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3 **STUDENTS**

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4
5 Searches and Seizure

6
7 The goal of search and seizure with respect to students is meeting the educational needs of
8 children and ensuring their security. The objective of any search and/or seizure is not the
9 eradication of crime in the community. Searches may be carried out to recover stolen property,
10 to detect illegal substances or weapons or to uncover any matter reasonably believed to be a
11 threat to the maintenance of an orderly educational environment. The Board authorizes school
12 authorities to conduct reasonable searches of school property and equipment, as well as of
13 students and their personal effects, to maintain order and security in the schools
14

15 The search of a student, by authorized school authorities, is reasonable if it is both: (1) justified
16 at its inception, and (2) reasonably related in scope to the circumstances which justified the
17 interference in the first place.
18

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

- 21 1. A “pat down” of the exterior of the student’s clothing.
22 2. A search of the student’s clothing including pockets;
23 3. A search of any container or object used by, belonging to or otherwise in the
24 possession or control of a student; and/or
25 4. Devices or tools such as breath-test instruments, saliva test strips, etc.
26

27 The “pat down” or “search” of a student, if conducted, will be conducted by two (2) school
28 officials or employees. One official will conduct the search and will be of the same gender as
29 the student being searched. The other school official or employee will act as a witness to the
30 search.
31

32 School Property and Equipment and Personal Effects of Students

33
34 School authorities may inspect and search school property and equipment owned or controlled
35 by the District (such as lockers, desks, and parking lots).
36

37 The Superintendent may request the assistance of law enforcement officials, including their use
38 of specially trained dogs, to conduct inspections and searches of lockers, desks, parking lots, and
39 other school property and equipment for illegal drugs, weapons, or other illegal or dangerous
40 substances or material.
41

42 Students

43
44 School officials may search any individual student, his/her property, or district property under
45 his/her control when there is a reasonable suspicion that the search will uncover evidence that
46 he/she is violating the law, Board policy, administrative regulation, or other rules of the district

or the school. Reasonable suspicion shall be based on specific and objective facts that the search will produce evidence related to the alleged violation. The types of student property that may be searched by school officials include, but are not limited to, lockers, desks, purses, backpacks, student vehicles parked on district property, cellular phones, or other electronic communication devices.

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

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

Seizure of Property

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

Legal Reference: Redding v. Safford Unified School District,
---F.3d---, 2007 WL 2743594(C.A. 9 (Ariz.))
Terry v. Ohio, 392 U.S. 1, 20 (1968)
B.C. v. Plumas, (9th Cir. 1999) 192 F.3d 1260

Policy History:

Adopted on:

Revised on: 11/20/2007, 1/15/2008, 04/21/15

1 **Charlo School District**

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3 **STUDENTS**

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4
5 Searches and Seizure

6
7 The following rules shall apply to any searches and the seizure of any property by school
8 personnel:
9

- 10 1. The Superintendent, principal, and the authorized assistants of either shall be authorized
11 to conduct any searches or to seize property on or near school premises, as further
12 provided in this procedure.
13
- 14 2. If the authorized administrator has reasonable suspicion to believe that any locker, car, or
15 other container of any kind on school premises contains any item or substance which
16 constitutes an imminent danger to the health and safety of any person or to the property
17 of any person or the District, the administrator is authorized to conduct a search of any
18 car, locker, or container and to seize any such item or substance of any kind on school
19 premises without notice or consent.
20
- 21 3. No student shall hinder, obstruct, or prevent any search authorized by this procedure.
22
- 23 4. Whenever circumstances allow, any search or seizure authorized in this procedure shall
24 be conducted in the presence of at least one (1) adult witness, and a written record of the
25 time, date, and results shall be made by the administrator. A copy shall be forwarded to
26 the Superintendent as soon as possible.
27
- 28 5. In any instance where an item or substance is found which would appear to be in
29 violation of the law, the circumstance shall be reported promptly to the appropriate law
30 enforcement agency.
31
32
33

34 Procedure History:

35 Promulgated on:

36 Reviewed on:

37 Revised on: October, 2006, 10/01/15

1 **Charlo School District**

2
3 **STUDENTS**

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4
5 Student Use of Buildings: Equal Access

6
7 Groups of students not previously recognized as a student group may conduct meetings on
8 school premises under the following guidelines without restriction on the basis of the religious,
9 political, philosophical, or other content of the meeting. Students wishing to form groups or
10 organizations recognized by the school administration may do so.

11
12 The following guidelines must be met:

- 13
14 1. The meeting is voluntary and student-initiated.
15
16 2. There is no sponsorship of the meeting by the school district, or its agents or employees.
17
18 3. The meeting must occur during non-instructional time on regular school days.
19
20 4. Employees or agents of the school district are present only in a capacity outside of their
21 official duties.
22
23 5. The meeting does not materially and substantially interfere with the orderly conduct of
24 educational activities within the school.
25
26 6. Non-school persons may not direct, conduct, control, or regularly attend activities.
27

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

30
31 This policy pertains to student meetings. The school has the authority, through its agent or
32 employees, to maintain order and discipline on school premises and to protect the well-being of
33 students and faculty.
34

35 Cross Reference: Policy 3510

36
37 Legal Reference: 20 U.S.C. 4071 Equal Access Act
38 *Board of Education v. Mergens*, 110 S.Ct. 2356 (1990)
39

40 Policy History:

41 Adopted on: 12/2010

42 Reviewed on:

43 Revised on:

2
3 **STUDENTS**

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4
5 Suspension and Expulsion - Corrective Actions and Punishment

6
7 The Board recognizes that every student is entitled to due process rights that are provided by law.

8
9 Suspension

- 10
11 • “Suspension” means the exclusion of a student from attending individual classes or school and
12 participating in school activities for an initial period not exceed ten (10) school days. An
13 administrator may order suspension of a student.

14
15 The procedure set forth below will be followed when a proposed punishment of a student is to include
16 denial of the right of school attendance from any single class or from a full schedule of classes for at least
17 one (1) day.

18
19 Before any suspension is ordered, a building administrator will meet with a student to explain charges of
20 misconduct, and the student will be given an opportunity to respond to the charges.

21
22 When a student’s presence poses a continuing danger to persons or property or poses an ongoing threat of
23 disruption to the educational process, a pre-suspension conference will not be required, and an
24 administrator may suspend a student immediately. In such cases, a building administrator will provide
25 notice of and schedule a conference as soon as practicable following the suspension.

26
27 A building administrator will report any suspension immediately to a student’s parent or legal guardian.
28 An administrator will provide a written report of suspension that states reasons for a suspension,
29 including any school rule that was violated, and a notice to a parent or guardian of the right to a review of
30 a suspension. An administrator will send a copy of the report and notice to the Superintendent.

31
32 The Superintendent will conduct a review of any suspension on request of a parent or legal guardian. A
33 student and parent or legal guardian may meet with the Superintendent to discuss suspension. After the
34 meeting and after concluding a review, the Superintendent will take such final action as appropriate.

35
36 Upon a finding by a school administrator that the immediate return to school by a student would be
37 detrimental to the health, welfare, or safety of others or would be disruptive of the educational process, a
38 student may be suspended for one (1) additional period not to exceed ten (10) school days, if the student
39 is granted an informal hearing with the school administrator prior to the additional suspension, and if the
40 decision to impose the additional suspension does not violate the Individuals with Disabilities Education
41 Act (IDEA) or Rehabilitation Act.

42
43 Suspension Extension Procedures

44
45 If it is determined by the District Superintendent that a student’s suspension warrants additional days
46 beyond the minimum ten (10) days, the Superintendent will consult with appropriate agencies and
47 personnel before extending a students’ suspension beyond the original ten (10) days. *Those consulted,
48 as needed, will include the following: teachers, counselors, involved agencies, law enforcement,
49 principal, parents/guardians, school board chairperson, other. *These agencies and personnel are not all
50 inclusive and there may be others not listed.

Students who are suspended from any class or from school entirely do not have the right to make up any work missed.

Expulsion

- “Expulsion” is any removal of a student for more than twenty (20) school days without the provision of educational services. Expulsion is a disciplinary action available only to the Board.

The Board, and only the Board, may expel a student from school and may do so only after following due process procedures set forth below.

The Board will provide written notice to a student and parent or legal guardian of a hearing to consider a recommendation for expulsion, which will be sent by registered or certified mail at least five (5) school days before the date of the scheduled hearing. The notice will include time and place of hearing, information describing the process to be used to conduct the hearing, and notice that the Board intends to conduct the hearing in closed session unless a parent or legal guardian waives the student’s right to privacy.

Within the limitation that a hearing must be conducted during a period of student suspension, a hearing to consider expulsion may be rescheduled when a parent or legal guardian submits a request showing good cause to the Superintendent at least two (2) school days before a hearing date as originally scheduled. The Superintendent will determine if a request shows good cause to reschedule a hearing.

The student has the right to be present for the duration of the hearing. At hearing the student may be represented by counsel and ask questions, present perspectives, and provide witnesses or documentation. The Board is not bound by formal rules of evidence in conducting the hearing.

Each school shall maintain a record of any disciplinary action that is educationally related, with explanation, taken against the student. When the Board of Trustees takes disciplinary action against a student, the Board must keep a written record of the action taken, with detailed explanation, even if the disciplinary action is decided during a closed session. A disciplinary action that is educationally related is an action that results in the expulsion or out-of-school suspension of the student. This record must be maintained/destroyed consistent with Montana Local Government Records Schedule 7, and is subject to transfer to a local educational agency, accredited school, or nonpublic school pursuant to 20-1-213, MCA.

Procedures for Suspension and Expulsion of Students With Disabilities

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

A building administrator may suspend a child with a disability from the child’s current placement for not more than ten (10) consecutive school days for any violation of school rules, and additional removals of

not more than ten (10) consecutive school days in that same school year for separate incidents of misconduct, as long as those removals do not constitute a change of placement under 34 CFR 300.519(b), whether or not a student's gross disobedience or misconduct is a manifestation of a student's disabling condition. Any special education student who has exceeded or who will exceed ten (10) days of suspension may temporarily be excluded from school by court order or by order of a hearing officer, if the District demonstrates that maintaining the student in the student's current placement is substantially likely to result in injury to the student or to others. After a child with a disability has been removed from his or her placement for more than ten (10) school days in the same school year, during any subsequent days of removal the public agency must provide services to the extent required under 34 CFR 300.121(d).

An administrator may remove from current placement any special education student who has carried a weapon to school or to a school function or who knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school or a school function or inflicts serious bodily injury on another person while at school on school premises, or at a school function under the jurisdiction. A serious bodily injury is one that involves a substantial risk of death; extreme physical pain; protracted and obvious disfigurement; or protracted loss or impairment of the function of a bodily member, organ or faculty. The District will place such student in an appropriate interim alternative educational setting for no more than forty-five (45) school days in accordance with the IDEA or Rehabilitation Act.

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

| | | |
|------------------|--|--|
| Legal Reference: | 20 U.S.C. 1400, et seq. | Individuals with Disabilities Education Act |
| | 34 CFR 300.519-521 | Procedural Safeguards |
| | § 20-1-213, MCA | Transfer of School Records |
| | § 20-4-302, MCA | Discipline and punishment of pupils –definition of corporal punishment – penalty – defense |
| | § 20-4-402, MCA | Duties of district superintendent or county high school principal |
| | § 20-5-105, MCA | Attendance officer – powers and duties |
| | § 20-5-106, MCA | Truancy |
| | § 20-5-201, MCA | Duties and sanctions |
| | § 20-5-202, MCA | Suspension and expulsion |
| | ARM 10.16.3346 | Aversive Treatment Procedures |
| | ARM 10.55.910 | Student Discipline Records |
| | <i>Goss v. Lopez</i> , 419 US 565 (1975) | |
| | Section 504 IDEA | |

Policy History:

Adoption on:

Reviewed on:

Revised on: 10/01/15, 7/18/17

2
3 **STUDENTS**

3310

page 1 of 3

4
5 Student Discipline

6
7 The Board grants authority to a teacher or principal to hold a student to strict accountability for
8 disorderly conduct in a school building, on property owned or leased by a school district, on a
9 school bus, on the way to or from school, or during intermission or recess.

10
11 Disciplinary action may be taken against any student guilty of gross disobedience or misconduct,
12 including but not limited to instances set forth below:

- 13
- 14 • Using, possessing, distributing, purchasing, or selling tobacco products, and alternative
15 nicotine and vapor products as defined in 16-11-302, MCA.
 - 16 • Using, possessing, distributing, purchasing, or selling alcoholic beverages, including
17 powdered alcohol. Students who may be under the influence of alcohol will not be
18 permitted to attend school functions and will be treated as though they had alcohol in
19 their possession.
 - 20 • Using, possessing, distributing, purchasing, or selling drug paraphernalia, illegal drugs,
21 marijuana, controlled substances, or any substance which is represented to be or looks
22 like a narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcoholic
23 beverage, stimulant, depressant, or intoxicant of any kind, including such substances that
24 contain chemicals which produce the same effect of illegal substances including but not
25 limited to Spice and K2. Students who may be under the influence of such substances
26 will not be permitted to attend school functions and will be treated as though they had
27 drugs in their possession.
 - 28 • Using, possessing, controlling, or transferring a firearm or other weapon in violation of
29 Policy 3311.
 - 30 • Using, possessing, controlling, or transferring any object that reasonably could be
31 considered or used as a weapon as referred to in Policy 3311.
 - 32 • Disobeying directives from staff members or school officials or disobeying rules and
33 regulations governing student conduct.
 - 34 • Using violence, force, noise, coercion, threats, intimidation, fear, or other comparable
35 conduct toward anyone or urging other students to engage in such conduct.
 - 36 • Causing or attempting to cause damage to, or stealing or attempting to steal, school
37 property or another person's property.
 - 38 • Engaging in any activity that constitutes an interference with school purposes or an
39 educational function or any other disruptive activity.
 - 40 • Unexcused absenteeism. Truancy statutes and Board policy will be utilized for chronic
41 and habitual truants.
 - 42 • Intimidation, harassment, sexual harassment, sexual misconduct, hazing or bullying; or
43 retaliation against any person who alleged misconduct under Policy 3225 or 3226 or
44 participated in an investigation into alleged misconduct under Policy 3225 or 3226.
 - 45 • Defaces or damages any school building, school grounds, furniture, equipment, or book
46 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:

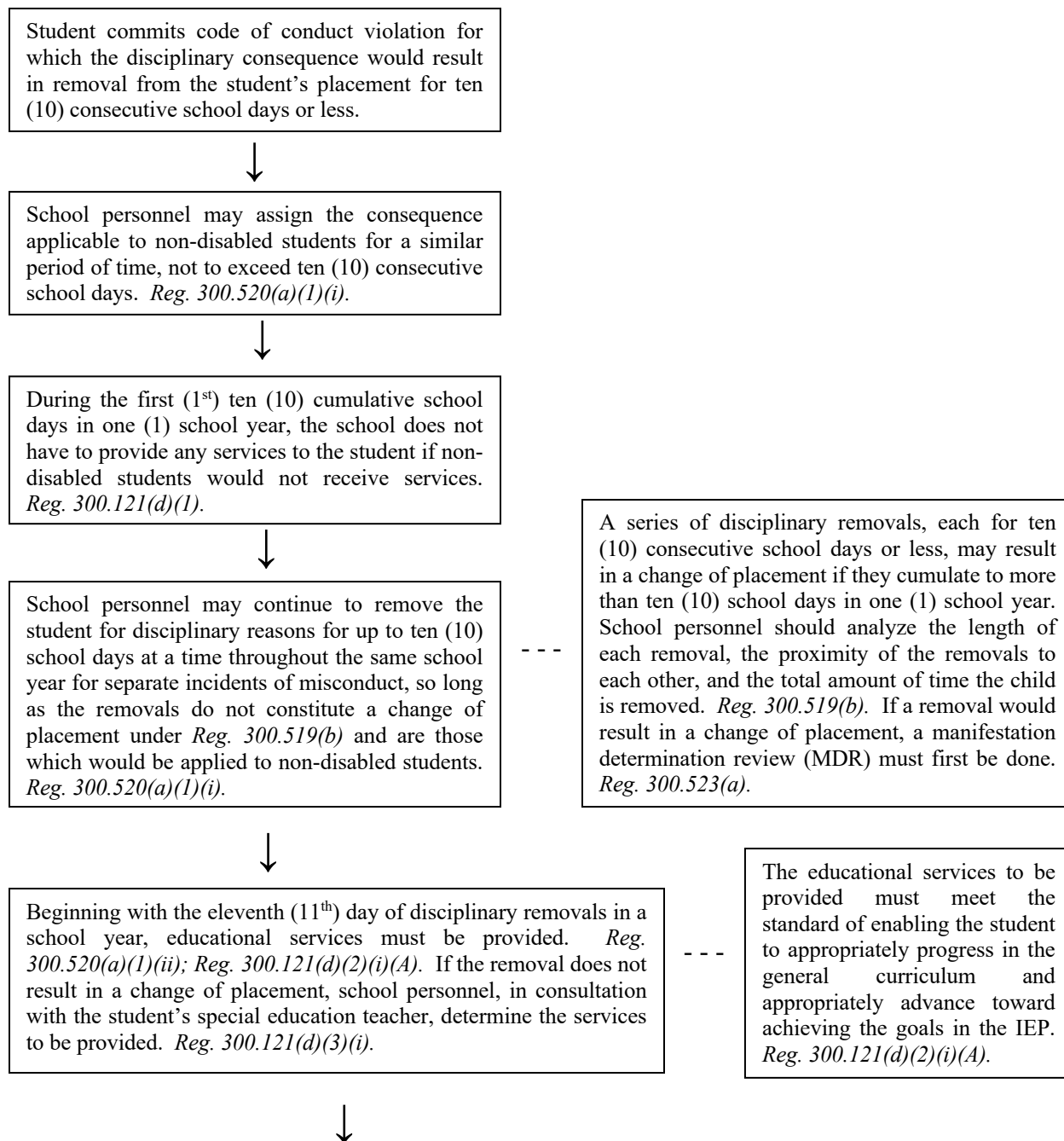
Adopted on:

Reviewed on:

Revised on: 07/21/15, 1/19/21, 4/20/21, 7/15/21

Discipline of Students With Disabilities

**Code of Conduct Violations by Students With Disabilities, Resulting
in Disciplinary Consequences of Ten (10) School Days or Less**



Beginning with the eleventh (11th) day of disciplinary removals in a school year, the IEP Team must address behavioral issues. If the removal does not result in a change of placement, the IEP Team must meet within ten (10) business days of first removing the student for more than ten (10) school days in a school year, to develop a plan to conduct a functional behavioral assessment, if one was not conducted before the behavior that resulted in the removal. *Reg. 300.520(b)(1)(i).*



After the functional behavioral assessment is completed, the IEP Team meets as soon as practicable to develop a behavioral intervention plan to address the behavior and implement the plan. *Reg. 300.520(b)(2).*



If the student is assigned subsequent disciplinary removals in a school year for ten (10) days or less that do not result in a change of placement, the IEP Team members (including the parent) informally review the behavior intervention plan and its implementation to determine if modifications are necessary. *Reg. 300.520(c)(2).*



If one or more team members believe modifications are needed, the IEP Team must meet to modify the plan and its implementation to the extent the IEP Team deems necessary. *Reg. 300.520(c)(2).*

If the student's IEP already includes a behavior intervention plan, within ten (10) business days of first removing the student for more than ten (10) school days in a school year, the IEP Team must meet to review the behavior intervention plan and its implementation, and modify the plan and its implementation as necessary to address the behavior. *Reg. 300.520(b)(1)(ii).*



Code of Conduct Violations by Students With Disabilities for Which Recommended Disciplinary Consequences Would Result in Change of Placement for More Than Ten (10) School Days (Excluding Drug and Weapon Offenses)

Student violates code of conduct, and the recommended disciplinary consequence would result in a removal from the current educational placement for more than ten (10) consecutive school days (alternate placement, expulsion). This constitutes a change of placement. *Reg. 300.519(a).*



The recommended disciplinary consequence may be for a removal from the current educational placement for less than ten (10) consecutive school days, but may constitute a change of placement because the student has already been removed for disciplinary reasons for ten (10) or more school days in the current school year, and the length of each removal, their proximity to each other, and the total amount of time the student has been removed result in a change of placement. *Reg. 300.519(b).*

School personnel may remove from current educational placement for ten (10) school days or less (*Reg. 300.520(a)(1)(i)*) and recommend further discipline according to the code of conduct. (The ten-(10)-day-or-less alternative must be one equally applicable to non-disabled. See pp. 1-2 for educational services to be provided during a short removal.) If a criminal act has been committed, charges may be filed, and law enforcement authorities to whom the crime was reported must be provided special education and disciplinary records to the extent disclosure is permitted by FERPA. *Sec. 1415(k)(9). Reg. 300.529.*



At the time the decision is made to take this action, school personnel must notify parent of decision and provide procedural safeguards notice in *Reg. 300.504. Sec. 1415(k)(4)(A)(i); Reg. 300.523(a)(1).*



Within ten (10) business days, IEP Team and other qualified personnel must meet and review relationship between disability and the behavior subject to disciplinary action (manifestation determination review – MDR). *Sec. 1415(k)(4)(A); Reg. 300.523(a)(2), (b).* If there has been no previous functional behavioral assessment and creation of a behavior intervention plan, the IEP Team must develop an assessment plan. *Reg. 300.520(b)(1)(i).* As soon as practicable after the assessment, the IEP Team must meet again to develop and implement the behavior intervention plan. *Reg. 300.520(b)(2).* If the IEP contains a behavior intervention plan, the IEP Team reviews the plan and its implementation and modifies them as necessary to address the behavior. *Reg. 300.520(b)(1)(ii).*



For the MDR, the IEP Team must look at all information relevant to the behavior subject to discipline, such as evaluation and diagnostic results, including such results and other relevant information from the parent, observation of the student, and the student's IEP and placement. The misbehavior is not a manifestation of the disability, if the IEP Team finds that in relationship to the misbehavior subject to discipline:

- The IEP and placement were appropriate;
 - Consistent with the content of the student's IEP and placement, special education services, supplementary aids, and behavior intervention strategies were actually provided;
 - The disability did not impair the ability of the student to understand the impact and consequences of the misbehavior; and
 - The disability did not impair the ability of the student to control the misbehavior.
- Sec. 1415(k)(4)(C); Reg. 300.523(c).*



If the IEP Team determines any of the standards were not met, the misbehavior was a manifestation of the disability, and no punishment may be assessed. *Reg. 300.523(d).* If IEP Team identified deficiencies in IEP, placement, or implementation, it must take immediate steps to remedy. *Reg. 300.523(f).*



If the IEP Team determines the misbehavior was not a manifestation of the disability, regular disciplinary consequences may be applied to the student, except that the student must continue to be provided a free appropriate public education. *Sec. 1415(k)(5)(A); Sec. 1412(a)(1)(A); Reg. 300.121(a); Reg. 300.524(a).* The campus must ensure that special education and disciplinary records are transmitted for consideration by the school district person making the final determination regarding the disciplinary action. *Sec. 1415(k)(5)(B); Reg. 300.524(b).*

- - -

Parent may appeal a finding that the misbehavior was not a manifestation of the disability. The hearing is expedited before a special education hearing officer, who applies the same standards as the IEP Team. *Sec. 1415(k)(6); Reg. 300.525(a), (b).*

Parent may appeal decision to place student in forty-five-(45)-day interim placement. The hearing is expedited before a special education hearing officer, who applies the standards regarding a dangerous student in *Reg. 300.521. Sec. 1415(k)(6)(B)(ii); Reg. 300.525(b)(2).*

When a parent requests a hearing in a drug or weapon case to challenge the interim alternative placement or the manifestation determination, student remains in interim placement until decision of hearing officer or forty-five (45) days expires, whichever comes first, unless the parent and school agree otherwise. *Reg. 300.526(a).* Then student returns to current placement (defined as placement prior to interim alternative educational setting). School can ask for expedited hearing before special education hearing officer to prevent this return, if the student is substantially likely to injure self or others. *Reg. 300.526(b), (c).* The hearing officer applies the standards in *Reg. 300.121. Reg. 300.526(c).* Hearing officer can order another placement for up to forty-five (45) days. *Reg. 300.526(c)(3).* This procedure may be repeated as necessary. *Sec. 1415(k)(7); Reg. 300.526(c)(4).*

- - -

The standard the educational services must meet is to enable the child to appropriately progress in the general curriculum and appropriately advance toward achieving the goals in the IEP. *Reg. 300.121(d)(2)(i)(B); Reg. 300.524(a).* The IEP Team must determine what services are necessary to meet this standard. *Reg. 300.121(d)(3)(ii).*

Drug and Weapon Offenses by Students With Disabilities

Student carries weapon to school, or possesses, uses, sells, or solicits sale of illegal or controlled substance on school property or at a school function.



Illegal drug – controlled substance. Excludes legally used and possessed prescription drugs. *Sec. 1415(k)(10)(B); Reg. 300.520(d)(2).*

Controlled substance – drug or substance in 21 U.S.C. § 812(c), Schedules I-V. *Sec. 1415(k)(10)(A); Reg. 300.520(d)(1).*

Weapon – A firearm and more. Something used for or readily capable of causing death or serious bodily injury. Excludes pocket knife with blade of 2½ inches or less. *Sec. 1415(k)(10)(D); Reg. 300.520(d)(3).*

School personnel may remove from current educational placement for ten (10) school days or less, and recommend further discipline according to the code of conduct. *Sec. 1415(k)(1)(A)(i); Reg. 300.520(a)(1)(i)*. (The ten-(10)-day-or-less alternative must be one equally applicable to non-disabled students. See pp. 1-2 for education services to be provided during a short removal.) If a criminal act has been committed, charges may be filed, and special education and disciplinary records will be transmitted to law enforcement authorities to whom the crime was reported, to the extent disclosure is permitted by FERPA. *Sec. 1415(k)(9); Reg. 300.529*.



At time decision is made to take this disciplinary action, school personnel must notify parent of decision and provide procedural safeguards notice in *Reg. 300.504*. *Sec. 1415(k)(4)(A)(i); Reg. 300.523(a)(1)*.



Within ten (10) business days, IEP Team must meet and may extend the removal by placing student in appropriate interim alternative educational setting applicable to non-disabled student for same amount of time non-disabled student would be assigned, but not more than forty-five (45) calendar days. *Sec. 1415(k)(1)(A)(ii) and (3)(A); Reg. 300.520(a)(2); Reg. 300.522(a)*. IEP Team must review the behavior intervention plan, if one exists, and its implementation and modify, as necessary, to address behavior. *Reg. 300.520(b)(1)(ii)*. If there has been no previous functional behavioral assessment and creation of behavior intervention plan, IEP Team must develop assessment plan. *Sec. 1415(k)(1)(B); Reg. 300.520(b)(1)(i)*. As soon as practicable after the assessment, the IEP Team must meet again to develop and implement the behavior intervention plan. *Reg. 300.520(b)(2)*. The IEP Team and other qualified personnel must review the relationship between disability and the behavior subject to disciplinary action (manifestation determination review-MDR). *Sec. 1415(k)(4)(A); Reg. 300.523(a)(2)(b)*.



The forty-five-(45)-day alternative interim placement must:

- Enable student to progress in general curriculum, although in another setting;
- Enable student to continue to receive those services and modifications, including those described in the student's IEP, that will enable the student to meet the goals set out in that IEP; and
- Include services and modifications designed to address the drug or weapon offense so that it does not recur. *Sec. 1415(k)(3)(B); Reg. 300.522; Reg. 300.121(d)(2)(ii)*.

Comments to regulations:
Students may be subject to multiple forty - five - (45) - day interim placements for separate drug and weapon offenses. The forty - five - (45) - day interim placement may be completed even if drug or weapon offense was manifestation of disability. If misbehavior was not a manifestation of disability, regular disciplinary consequence can be applied in addition to forty - five - (45) - day interim placement.

- - -

For the MDR, the IEP Team must look at all information relevant to the behavior subject to discipline, such as evaluation and diagnostic results, including such results and other relevant information from the parent, observation of the student, and the student's IEP and placement. The misbehavior is not a manifestation of the disability if the IEP Team finds that, in relationship to the misbehavior subject to discipline:

- The IEP and placement were appropriate;
- Consistent with the content of the student's IEP and placement, special education services, supplementary aids and services, and behavior intervention strategies were actually provided;
- The disability did not impair the ability of student to understand the impact and consequences of the misbehavior; and
- The disability did not impair the ability of the student to control the misbehavior.

Sec. 1415(k)(4)(C); Reg. 300.523(c).



If the IEP Team determines any of the standards were not met, the misbehavior was a manifestation of the disability, and no punishment may be assessed. *Reg. 300.523(d)*. If IEP Team identifies deficiencies in IEP, placement, or implementation, it must take immediate steps to remedy. *Reg. 300.523(f)*.

- or -

If the IEP Team determines the misbehavior was not a manifestation of the disability, regular disciplinary consequences may be applied to the student, except that the student must continue to be provided a free appropriate public education. *Sec. 1415(k)(5)(A); Sec. 1412(a)(1)(A). Reg. 300.121(a). Reg. 300.524(a)*. The campus must ensure that special education and disciplinary record are transmitted for consideration by the school district person making the final determination regarding the disciplinary action. *Sec. 1415(k)(5)(B); Reg. 300.524(b)*.

Parent may appeal a finding that the misbehavior was not a manifestation of the disability. The hearing is expedited before a special education hearing officer, who applies the same standards as the IEP Team. *Sec. 1415(i)(6); Reg. 300.525(a), (b)*.

If IEP Team finds no manifestation and changes placement to comply with the disciplinary recommendation, parent may appeal the placement decision. The hearing is expedited before a special education hearing officer. *Sec. 1415(k)(6)(A); Reg. 300.525(a)(2)*.

During appeals, stay put applies. *Reg. 300.524(c)*. If child is substantially likely to injure self or others in the current placement, the school can request an expedited hearing and request the hearing officer to remove to an interim alternative educational placement for up to forty-five (45) days. Standards to be met are those in *Sec. 1415(k)(2)* and *Reg. 300.521*.

The standard the education services must meet is to enable the child to appropriately progress in the general curriculum and appropriately advance toward achieving the goals in the IEP. *Reg. 300.121(d)(2)(i)(B); Reg. 300.524(a)*. The IEP Team must determine what services are necessary to meet this standard. *Reg. 300.121(d)(3)(ii)*.

Students Dangerous to Self or Others

IDEA discipline procedures are followed for a non-drug or weapon offense, the penalty for which would result in expulsion or removal from the student's placement for more than ten (10) school days.

IEP Team meets, determines no manifestation and recommends discipline proceed. Parent disagrees and requests a due-process hearing. Stay put applies, and child stays in the current placement, unless school acts to change the placement. *Reg. 300.524.*



School requests hearing officer to change the placement during the pendency of the hearing because of the likelihood of injury to self or others. *Sec. 1415(k)(2); Reg. 300.521.*



Hearing officer holds expedited hearing to consider request. School has burden of proof to show by more than a preponderance of the evidence that maintaining the child in the current placement is substantially likely to result in injury to self or others. *Sec. 1415(k)(2)(A), (10)(D); Reg. 300.521(a).* Hearing officer must also:

- Consider the appropriateness of the current placement.
- Consider whether the school has made reasonable effort to minimize the risk of harm in the current placement, including the use of supplemental aids and services.
- Determine that the interim alternative setting proposed by the school personnel, in consultation with special education teacher:
 - Enables the student to participate in the general curriculum, although in another setting;
 - Enables the student to continue to receive those services and modifications, including those described in the student's current IEP, that will enable the student to meet the goals set out in the IEP; and
 - Include services and modification designed to address the behavior so that it does not recur.

Sec. 1415(k)(2); Reg. 300.521(b), (c), (d); Reg. 300.522(b); Reg. 300.121(d)(2)(ii)(B).

If parent appeals forty-five-(45)-day interim alternative placement by IEP Team in drug or weapon case, hearing officer applies these standards in expedited hearing. *Sec. 1415(k)(6)(B)(ii); Reg. 300.525(b)(2).*

- - -



If all requirements are met, hearing officer may order a change of placement to the interim alternative educational setting for up to forty-five (45) days. *Sec. 1415(k)(2); Reg. 300.521.*



Student returns to his or her current placement (the placement prior to the interim alternative educational setting) at end of forty-five (45) days, if no decision has been issued by hearing officer in pending due-process hearing. If school believes it would be dangerous for student to return to current placement while hearing is still pending, school may request another expedited hearing to again place student in forty-five-(45)-day interim placement while hearing continues to be pending. *Reg. 300.526(b), (c)(4)*. Hearing officer holds same type of hearing initially held when hearing officer ordered first forty-five-(45)-day interim placement. *Sec. 1415(k)(7); Reg. 300.526*. Any subsequent forty-five-(45)-day interim setting must meet the standards in *Reg. 300.522*.

Procedure History:

Promulgated on:

Revised on:

2
3 **STUDENTS**

3311

Page 1 of 4

4
5 Firearms and Other Weapons

6
7 Firearms

8
9 It is the policy of the School District to comply with the federal Gun Free Schools Act of 1994
10 and Section 20-5-202 (2), MCA, pertaining to students who bring a firearm to, or possess a
11 firearm at, any setting that is under the control and supervision of the school district.
12

13 The District does not allow students to possess firearms on District property or at any setting that
14 is under the control and supervision of the District. In accordance with Section 20-5-202 (3),
15 MCA, a teacher, superintendent, or a principal shall suspend immediately for good cause a
16 student who is determined to have brought a firearm to, or possess a firearm at, any setting that is
17 under the control and supervision of the District. The Policy does not govern conduct in a
18 student's home, a locked vehicle, a parking lot, or a commercial business when the student is
19 participating in an online, remote, or distance-learning setting. In accordance with Montana law,
20 a student who is determined to have brought a firearm to, or possess a firearm at, any setting that
21 is under the control and supervision of the school district must be expelled from school for a
22 period of not less than 1 year.
23

24 For the purposes of the firearms section of this policy, the term "firearm" means (A) any weapon
25 (including a starter gun) which will or is designed to or may readily be converted to expel a
26 projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any
27 firearm muffler or firearm silencer; or (D) any destructive device pursuant to 18 U.S.C. 921 (4).
28 Such term does not include an antique firearm pursuant to 18 U.S.C. 921 (16).
29

30 However, on a case-by-case basis, the Board of Trustees will convene a hearing to review the
31 underlying circumstances and, in the discretion of the Board, may authorize the school
32 administration to modify the requirement for expulsion of a student.
33

34 A decision to change the placement of a student with a disability who has been expelled pursuant
35 to this section must be made in accordance with the Individuals with Disabilities Education Act.
36

37 Before holding a hearing to determine if a student has violated this Policy, the Board shall, in a
38 clear and timely manner, notify the student if the student is an adult or notify the parent or
39 guardian of a student if the student is a minor that the student may waive the student's privacy
40 interest by requesting that the hearing be held in public and invite other individuals to attend the
41 hearing.
42

43 Before expelling a student under this Policy, the Board shall hold a due process hearing that
44 includes presentation of a summary of the information leading to the allegations and an
45 opportunity for the student to respond to the allegations. The student may not be expelled unless

1 the trustees find that the student knowingly, as defined in Section 1-1-204, MCA, brought a
2 firearm to school or possessed a firearm at school.

3
4 When a student subject to a hearing is found to have not violated this Policy, the student's school
5 record must be expunged of the incident.

6
7 The provisions of this Policy do not require the Board to expel a student who has brought a
8 firearm to school or possesses a firearm at school if the firearm is secured in a locked container
9 approved by the school district or in a locked motor vehicle the entire time the firearm is at
10 school, except while the firearm is in use for a school-sanctioned instructional activity.

11 12 Possession of Weapons other than Firearms

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

23
24 No student shall possess, use, or distribute any object, device, or instrument having the
25 appearance of a weapon, and such objects, devices, or instruments shall be treated as weapons,
26 including but not limited to weapons listed above which are broken or non-functional, look-alike
27 guns; toy guns; and any object that is a facsimile of a real weapon. No person shall use articles
28 designed for other purposes (i.e., lasers or laser pointers, belts, combs, pencils, files, scissors,
29 etc.) to inflict bodily harm and/or intimidate, and such use will be treated as the possession and
30 use of a weapon.

31 32 Definitions, Exceptions and Referral to Law Enforcement

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

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

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

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

| | | |
|---------------------|------|----------------------------|
| 14 Cross Reference: | 3310 | Student Discipline |
| | 4332 | Conduct of School Property |
| | 5332 | Personal Conduct |

| | | |
|---------------------|---------------------------|--------------------------------------|
| 18 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 |

24 Policy History:

25 Adopted on: 07/16/13

26 Reviewed on:

27 Revised on: 7/15/21

1 **Charlo School District**

2
3 **STUDENTS**

3312

4
5 Detention

6
7 For minor infractions of school rules or regulations, or for minor misconduct, staff may detain
8 students.

9
10 Preceding the assessment of such punishment, the staff member shall inform the student of the
11 nature of the offense charged and/or the specific conduct which allegedly constitutes the
12 violation. The student shall be afforded an opportunity to explain or justify his/her actions to the
13 staff member. Parents must be notified prior to a student serving an after-school detention.

14
15 Students detained for corrective action or punishment shall be under the supervision of the staff
16 member or designee according to the student handbook.

17
18
19
20 Policy History:

21 Adopted on:

22 Revised on:

1 **Charlo School District**

2
3 **STUDENTS**

3340

4
5 Extra- and Co-Curricular Alcohol, Drug, and Tobacco Use

6
7 The District views participation in extracurricular activities as a privilege extended to students
8 willing to make a commitment to adhere to the rules which govern them. The District believes
9 that participation in organized activities can contribute to all-around development of young men
10 and women and that implementation of these rules will serve these purposes:

11
12 Emphasize concern for the health and well-being of students while participating in
13 activities;

14
15 Provide a chemical-free environment which will encourage healthy development;

16
17 Diminish chemical use by providing an education assistance program;

18
19 Promote a sense of self-discipline among students;

20
21 Confirm and support existing state laws which prohibit use of mood-altering chemicals;

22
23 Emphasize standards of conduct for those students who, through their participation, are
24 leaders and role models for their peers and younger students; and

25
26 Assist students who desire to resist peer pressure that often directs them toward the use of
27 chemicals.

28
29 Violations of established rules and regulations governing chemical use by participants in extra
30 and co-curricular activities will result in discipline as stated in student and athletic handbooks.

31
32
33
34 Legal Reference: § 20-5-201, MCA Duties and sanctions

35
36 Policy History:

37 Adopted on:

38 Revised on:

1 **Charlo School District**

2
3 **STUDENTS**

3345

4
5 Gambling

6
7 Students are not permitted to gamble for money while in school, on school property, in school
8 vehicles, while on school-sponsored trips, or when representing the school during activity or
9 athletic functions. Students who are found to be betting, playing cards, rolling dice for money,
10 playing keno or poker machines, gambling on the Internet, or involved in any other form of
11 gambling shall be reported to the principal. Appropriate discipline will be administered in
12 accordance with the District's student discipline policies.
13
14
15

16 Legal Reference: § 23-5-112, MCA Definitions
17 § 23-5-158, MCA Minors not to participate – penalty – exception
18

19 Policy History:

20 Adopted on:

21 Reviewed on:

22 Revised on:

1 **Charlo School District**

2
3 **STUDENTS**

3410

4
5 Student Health/Physical Screenings/Examinations

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

- 9
10 1. Development of procedures at each building for isolation and temporary care of students
11 who become ill during the school day;
12
13 2. Consulting services of a qualified specialist for staff, students, and parents;
14
15 3. Vision and hearing screening;
16
17 4. Scoliosis screening;
18
19 5. Immunization as provided by the Department of Public Health and Human Services.
20

21 Parents/guardians will receive written notice of any screening result which indicates a condition
22 that might interfere or tend to interfere with a student's progress.
23

24 Students who wish to participate in certain extracurricular activities may be required to submit to
25 a physical examination to verify their ability to participate in the activity.
26

27 Students participating in activities governed by the Montana High School Association will be
28 required to follow the rules of that organization, as well as other applicable District policies,
29 rules, and regulations.
30

31 All parents will be notified of requirements of the District's policy on physical examinations and
32 screening of students, at least annually at the beginning of the school year and within a
33 reasonable period of time after any substantive change in the policy.
34
35
36

37 Legal Reference: § 20-3-324(20), MCA Powers and duties
38 General Education Provisions Act, 20 U.S.C. 1232h(b)
39

40 Policy History:

41 Adopted on:

42 Revised on:

1 **Charlo 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 licensed or certified health care provider in a manner provided by Section 20-5-405, MCA.
23 Exemptions for religious reasons must be filed in a manner provided by Section 20-5-405, MCA.
24 The statement for an exemption shall be maintained as part of the student’s immunization record
25 in accordance with FERPA as specified in Policy 3600P.

26
27 All students who are enrolled under an exemption and have a disease listed in this Policy, have
28 been exposed to a disease listed in this Policy, or may be exposed to a disease listed in this
29 Policy while attending school may be excluded from the school by the local health officer or the
30 DPHHS until the excluding authority is satisfied that the student no longer risks contracting or
31 transmitting that disease.

32
33 The administrator may allow the commencement of attendance in school by a student who has
34 not been immunized against each disease listed in Section 20-5-403, MCA, if that student has
35 received one or more doses of varicella, polio, measles (rubeola), mumps, rubella, diphtheria,
36 pertussis, and tetanus vaccine, except that Haemophilus influenza type “b” vaccine is required
37 only for children under 5 years of age.

38
39 The District shall exclude a student for noncompliance with the immunization laws and properly
40 notify the parent or guardian. The local health department may seek an injunction requiring the
41 parent to submit an immunization status form, take action to fully immunize the student, or file
42 an exemption for personal or medical reasons.

43
44 This policy does not apply to or govern vaccinations against COVID-19. The Board does not
45 require immunization against COVID-19 in order to enroll in the District in accordance with
46 Montana law. District officials shall not inquire about the COVID-19 vaccination status of
47 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:

Revised on: 07/21/15, 7/15/21

Medical Exemption Statement

Physician: Please mark the contraindications/precautions that apply to this patient, then sign and date the back of the form. The signed Medical Exemption Statement verifying true contraindications/precautions is submitted to and accepted by schools, childcare facilities, and other agencies that require proof of immunization. For medical exemptions for conditions not listed below, please note the vaccine(s) that is contraindicated and a description of the medical condition in the space provided at the end of the form. The State Medical Officer may request to review medical exemptions.

Attach a copy of the most current immunization record

Name of patient _____ DOB _____

Name of parent/guardian _____

Address (patient/parent) _____

School/child care facility _____

For official use only:



Check if reviewed by public health

Name/credentials of reviewer: _____ Date of review: _____

Medical contraindications for immunizations are determined by the most recent General Recommendations of the Advisory Committee on Immunization Practices (ACIP), U.S. Department of Health and Human Services, published in the Centers for Disease Control and Prevention's publication, the Morbidity and Mortality Weekly Report.

A **contraindication** is a condition in a recipient that increases the risk for a serious adverse reaction. A vaccine will not be administered when a contraindication exists.

A **precaution** is a condition in a recipient that might increase the risk for a serious adverse reaction or that might compromise the ability of the vaccine to produce immunity. Under normal conditions, vaccinations should be deferred when a precaution is present.

Contraindications and Precautions

| Vaccine | X | |
|--|--|---|
| Hepatitis B (not currently required by Administrative Rule of Montana [ARM]) | <input type="checkbox"/> <input type="checkbox"/> | Contraindications <ul style="list-style-type: none">• Serious allergic reaction (e.g., anaphylaxis) after a previous vaccine dose or vaccine component Precautions <ul style="list-style-type: none">• Moderate or severe acute illness with or without fever |
| DTaP DT, Td Tdap | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | Contraindications <ul style="list-style-type: none">• Severe allergic reaction (e.g., anaphylaxis) after a previous dose or to a vaccine component• Encephalopathy within 7 days after receiving previous dose of DTP or DTaP Precautions <ul style="list-style-type: none">• Progressive neurologic disorder, including infantile spasms, uncontrolled epilepsy, progressive encephalopathy; defer DTaP until neurological status has clarified and stabilized• Fever $\geq 40.5^{\circ}\text{C}$ (105°F) within 48 hours after vaccination with previous dose of DTP or DTaP• Guillain-Barre' syndrome ≤ 6 weeks after a previous dose of tetanus toxoid-containing vaccine• Seizure ≤ 3 days after vaccination with previous dose of DTP or DTaP• Persistent, inconsolable crying lasting ≥ 3 hours within 48 hours after vaccination with previous dose of DTP/ DTaP• History of arthus-type hypersensitivity reactions after a previous dose of tetanus toxoid-containing vaccine• Moderate or severe acute illness with or without fever |
| IPV | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | Contraindications <ul style="list-style-type: none">• Severe allergic reaction (e.g., anaphylaxis) after a previous dose or to a vaccine component Precautions <ul style="list-style-type: none">• Pregnancy• Moderate or severe acute illness with or without fever |

| Vaccine | X | |
|---|--------------------------|---|
| PCV (not currently required by ARM) | <input type="checkbox"/> | Contraindications <ul style="list-style-type: none"> Severe allergic reaction (e.g., anaphylaxis) after a previous dose (of PCV7, PCV13, or any diphtheria toxoid--contain vaccine) or to a component of a vaccine (PCV7, PCV13, or any diphtheria toxoid-containing vaccine) Precautions <ul style="list-style-type: none"> Moderate or severe acute illness with or without fever |
| Hib | <input type="checkbox"/> | Contraindications <ul style="list-style-type: none"> Severe allergic reaction (e.g., anaphylaxis) after a previous dose or to a vaccine component Age <6 weeks Precautions <ul style="list-style-type: none"> Moderate or severe acute illness with or without fever |
| MMR | <input type="checkbox"/> | Contraindications <ul style="list-style-type: none"> Severe allergic reaction (e.g., anaphylaxis) after a previous dose or to a vaccine component Known severe immunodeficiency (e.g., hematologic and solid tumors, chemotherapy, congenital immunodeficiency, long-term immunosuppressive therapy, or patients with HIV infection who are severely immunocompromised) Pregnancy Precautions <ul style="list-style-type: none"> Recent (<11 months) receipt of antibody-containing blood product (specific interval depends on the product) History of thrombocytopenia or thrombocytopenic purpura Need for tuberculin skin testing Moderate or severe acute illness with or without fever |
| Varicella | <input type="checkbox"/> | Contraindications <ul style="list-style-type: none"> Severe allergic reaction (e.g., anaphylaxis) after a previous dose or to a vaccine component Known severe immunodeficiency (e.g., hematologic and solid tumors, chemotherapy, congenital immunodeficiency, long-term immunosuppressive therapy, or patients with HIV infection who are severely immunocompromised) Pregnancy Precautions <ul style="list-style-type: none"> Recent (<11 months) receipt of antibody-containing blood products (interval depends on product) Moderate or severe acute illness with or without fever |
| For medical conditions not listed, please note the vaccine(s) that is contraindicated and a description of the condition <hr/> <hr/> | | |

Name of Student _____

Date Exemption Ends _____

Completing physician's name (please print)

Address _____

Phone _____

Completing physician's signature (only licensed physicians may sign)

Instructions

Purpose: To provide Montana physicians with a mechanism to document true medical exemptions to vaccinations

Preparation: 1. Complete patient information (name, DOB, address, and school/childcare facility)
2. Check applicable vaccine(s) and exemption(s)
3. Complete date exemption ends and physician information
4. Attach a copy of the most current immunization record
5. Retain a copy for file
6. **Return original to person requesting form**

Reorder: Immunization Program
1400 Broadway, Room C-211
Helena, MT 59620
(406) 444-5580
<http://www.dphhs.mt.gov/publichealth/immunization/>

Questions? Call (406) 444-5580

Montana Code Annotated

20-5-101-410: Montana Immunization Law

52-2-735: Daycare certification

Administrative Rules of Montana

37.114.701-721: Immunization of K-12, Preschool, and Post-secondary schools

37.95.140: Daycare Center Immunizations, Group Daycare Homes, Family Day Care Homes



AFFIDAVIT OF EXEMPTION ON RELIGIOUS GROUNDS FROM MONTANA SCHOOL IMMUNIZATION LAW AND RULES

Student's Full Name Birth Date Age Sex

School: _____

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

Street address and city: _____

Telephone: _____

I, the undersigned, swear or affirm that immunization against

- ☐ *Diphtheria, Pertussis, Tetanus (DTaP, DT, Tdap)*
- ☐ *Polio*
- ☐ *Measles, Mumps and Rubella (MMR)*
- ☐ *Varicella (chickenpox)*
- ☐ *Haemophilus Influenzae Type b (Hib)*

is contrary to my religious tenets and practices.

I also understand that:

- (1) I am subject to the penalty for false swearing if I falsely claim a religious exemption for the above-named student [i.e. a fine of up to \$500, up to 6 months in jail, or both (Sec. 45-7-202, MCA)];
- (2) In the event of an outbreak of one of the diseases listed above, the above-exempted student may be excluded from school by the local health officer or the Department of Public Health and Human Services until the student is no longer at risk for contracting or transmitting that disease; and
- (3) **A new affidavit of exemption for the above student must be signed, sworn to, and notarized yearly, before the start of the school year and kept together with the State of Montana Certificate of Immunization (HES-101) in the school's records.**

Signature of parent, guardian, or other person responsible for the above student's care and custody; or of the student, if 18 or older.

Date

Subscribed and sworn to before me this _____ day of _____, _____.

Seal

Signature: Notary Public for the State of Montana

Print Name: Notary Public for the State of Montana

Residing in _____
My commission expires _____

1 **Charlo School District**

2
3 **STUDENTS**

3415

4
5 Management of Sports Related Concussions

6
7 The Charlo School District recognizes that concussions and head injuries are commonly reported injuries
8 in children and adolescents who participate in sports and other recreational activities. The Board
9 acknowledges the risk of catastrophic injuries or death is significant when a concussion or head injury is
10 not properly evaluated and managed. Therefore, all K-12 competitive youth athletic activities in the
11 District will be identified by the administration.

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

21
22 Annually, the district will distribute a head injury and concussion information and sign-off sheet to all
23 parents and guardians of student-athletes in competitive sport activities prior to the student-athlete's initial
24 practice or competition.

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

30
31 Reference: Montana High School Association, Rules and Regulations
32 Section 4, Return to Play

33
34 Legal Reference: Dylan Steigers Act

35
36 Cross Reference: 3415F Student-Athlete & Parent/Legal Custodian Concussion Statement
37

38
39 Policy History:

40 Adopted on: 1/18/11

41 Reviewed on:

42 Revised on:

1 **Charlo School District**

2
3 **STUDENTS**

3415P

4
5 Management of Sports Related Concussions

6
7 A. Athletic Director or Administrator in Charge of Athletic Duties:

- 8 1. *Updating:* Each spring, the athletic director, or the administrator in charge of athletics if there is
9 no athletic director, shall review any changes that have been made in procedures required for
10 concussion and head injury management or other serious injury by consulting with the MHSA or
11 the MHSA Web site, U.S. DPHHS, and CDCP web site. If there are any updated procedures, they
12 will be adopted and used for the upcoming school year.
- 13 2. *Identified Sports:* Identified sports include all organized youth athletic activity sponsored by the
14 school or school district.

15 B. *Training:* All coaches, athletic trainers, and officials, including volunteers shall undergo training in
16 head injury and concussion management at least once each school years by one of the following
17 means: (1) through viewing the MHSA sport-specific rules clinic; (2) through viewing the MHSA
18 concussion clinic found on the MHSA Sports Medicine page at www.mhsa.org; or by the district
19 inviting the participation of appropriate advocacy groups and appropriate sports governing bodies to
20 facilitate the training requirements.

21 C. *Parent Information Sheet:* On a yearly basis, a concussion and head injury information sheet shall be
22 distributed to the youth-athlete and the athlete's parent and/or guardian prior to the youth-athlete's
23 initial practice or competition. This information sheet may be incorporated into the parent permission
24 sheet which allows students to participate in extracurricular athletics and should include resources
25 found on the MHSA Sports Medicine page at www.mhsa.org, U.S. DPHHS, and CDCP websites.

26 D. *Responsibility:* An athletic trainer, coach, or official shall immediately remove from play, practice,
27 tryouts, training exercises, preparation for an athletic game, or sport camp a youth-athlete who is
28 suspected of sustaining a concussion or head injury or other serious injury.

29 E. *Return to Play After Concussion or Head Injury:* In accordance with MHSA Return to Play Rules and
30 Regulations and the Dylan Steigers Act, a youth-athlete who has been removed from play, practice,
31 tryouts, taining exercises, preparation for an athletic game, or sport camp may not return until the
32 athlete is cleared by a licensed health care professional (registered, licensed, certified, or otherwise
33 statutorily recorgnized health care professional). The health care provider may be a volunteer.

34
35 Policy History:

36 Adopted on: 01/18/11

37 Reviewed on:

38 Revised on: 07/16/13

1 **Charlo School District**

2
3 **STUDENTS**

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page 1 of 5

4
5 Administering Medicines to Students

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

8
9 To assist in self-administration of any drug that may lawfully be sold over the counter
10 without a prescription to a student in compliance with the written instructions and with
11 the written consent of a student's parent or guardian, and

12
13 To assist in self-administration of a prescription drug to a student in compliance with
14 written instructions of a medical practitioner and with the written consent of a student's
15 parent or guardian.

16
17 Except in an emergency situation, only a qualified health care professional may administer a
18 drug or prescription drug to a student under this policy. Diagnosis and treatment of illness and
19 the prescribing of drugs are never the responsibility of a school employee and should not be
20 practiced by any school personnel.

21
22 Administering Medication

23
24 The Board will permit administration of medication to students in schools in its jurisdiction. A
25 school nurse (who has successfully completed specific training in administration of medication),
26 pursuant to written authorization of a physician or dentist and that of a parent, an individual who
27 has executed a caretaker relative educational authorization affidavit, or guardian, may administer
28 medication to any student in the school or may delegate this task pursuant to Montana law.

29
30 Emergency Administration of Medication

31
32 In case of an anaphylactic reaction or risk of such reaction, a school nurse or delegate may
33 administer emergency oral or injectable medication to any student in need thereof on school
34 grounds, in a school building, or at a school function, according to a standing order of a chief
35 medical advisor or a student's private physician.

36
37 In the absence of a school nurse, an administrator or designated staff member exempt from the
38 nurse license requirement under § 37-8-103(1)(c), MCA, who has completed training in
39 administration of medication, may give emergency medication to students orally or by injection.
40 The Board requires that there must be on record a medically diagnosed allergic condition that
41 would require prompt treatment to protect a student from serious harm or death.

42
43 A building administrator or school nurse will enter any medication to be administered in an
44 emergency on an individual student medication record and will file it in a student's cumulative
45 health folder.

46
3416

Self-Administration of Medication

The District will permit students who are able to self-administer specific medication to do so provided that:

A physician or dentist provides a written order for self-administration of said medication;

Written authorization for self-administration of medication from a student's parent, an individual who has executed a caretaker relative educational authorization affidavit, or guardian is on file; and

A principal and appropriate teachers are informed that a student is self-administering prescribed medication.

A building principal or school administrator may authorize, in writing, any employee to assist with self-administration of medications, provided that only the following may be employed:

Making oral suggestions, prompting, reminding, gesturing, or providing a written guide for self-administering medications;

Handing to a student a prefilled, labeled medication holder or a labeled unit dose container, syringe, or original marked and labeled container from a pharmacy;

Opening the lid of a container for a student;

Guiding the hand of a student to self-administer a medication;

Holding and assisting a student in drinking fluid to assist in the swallowing of oral medications; and

Assisting with removal of a medication from a container for a student with a physical disability that prevents independence in the act.

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

Students with allergies or asthma may be authorized by the building principal or Superintendent, in consultation with medical personnel, to possess and self-administer emergency medication during the school day, during field trips, school-sponsored events, or while on a school bus. The student shall be authorized to possess and self-administer medication if the following conditions have been met:

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

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

A student's authorization to possess and self-administer medication may be limited or revoked by the building principal or other administrative personnel.

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

Immediately after using epinephrine during school hours, a student shall report to the school nurse or other adult at the school who shall provide follow up care, including making a 9-1-1 emergency call.

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.

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:

- Must examine any new medication to ensure it is properly labeled with dates, name of student, medication name, dosage, and physician's name;
- Must develop a medication administration plan, if administration is necessary for a student before any medication is given by school personnel;
- Must record on student's individual medication record the date a medication is delivered and the amount of medication received;
- Must store medication requiring refrigeration at 36° to 46° F;
- Must store prescribed medicinal preparations in a securely locked storage compartment; and
- Must store controlled substances in a separate compartment, secured and locked at all times.

The District will 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, will be stored in their original containers.

The District will 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 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 20-5-420, Section 2, MCA.

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

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, will destroy any medicine not repossessed by a parent or guardian within a seven-(7)-day period of notification by school authorities.

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
conferred
ARM 24.159.1604 Tasks Which May Be Routinely Assigned to
an Unlicensed Person in Any Setting When
a Nurse-Patient Relationship Exists
HB 323, Chapter #154 Emergency use of an opioid antagonist in
school setting – limit on liability – signed by
Governor 4/4/2017 - (effective
July 1, 2017)

Policy History:

Adopted on:

Reviewed on:

Revised on: 1/15/2008, 07/16/13, 10/17/17

Montana Authorization to Possess or Self-Administer Asthma, Severe Allergy, or Anaphylaxis Medication

For this student to possess or self-administer asthma, severe allergy, or anaphylaxis medication while in school, while at a school sponsored activity, while under the supervision of school personnel, before or after normal school activities (such as while in before-school or after-school care on school-operated property), or while in transit to or from school or school-sponsored activities, this form must be fully completed by 1) the prescribing physician/ physician assistant/advanced practice registered nurse, and 2) an authorizing parent, an individual who has executed a caretaker relative educational or medical authorization affidavit, or legal guardian.

Student's Name: _____

School: _____

Sex: (Please circle) Female/Male

City/Town: _____

Birth Date: ____/____/____

School Year: ____ (Must be renewed annually)

Physician's Authorization:

The above named student has my authorization to carry and self administer the following medication:

Medication: (1) _____

Dosage: (1) _____

(2) _____

(2) _____

Reason for prescription(s): _____

Medication(s) to be used under the following conditions (times or special circumstances):

I confirm that this student has been instructed in the proper use of this medication and is able to self-administer this medication without school personnel supervision. I have formulated and provided to the parent/guardian or caretaker relative a written treatment plan for managing asthma, severe allergies, or anaphylaxis episodes and for medication use by this student during school hours and school activities.

Signature of Physician/PA/APRN_____
Phone Number_____
Date**Authorization by Parent, an individual who has executed a caretaker relative educational or medical authorization affidavit, or guardian:**

As the parent, individual who has executed a caretaker relative educational or medical authorization affidavit, or guardian of the above named student, I confirm this student has been instructed by his/her health care provider on the proper use of this/these medication(s). He/she has demonstrated to me that he/she understands the proper use of this medication. He/she is physically, mentally, and behaviorally capable to assume this responsibility. He/she has my permission to self-medicate as listed above, if needed. If he/she has used epinephrine during school hours, he/she understands the need to alert the school nurse or other adult at the school who will provide follow-up care, including making a 9-1-1 emergency call.

I acknowledge the school district or nonpublic school and its employees and agents are not liable as a result of any injury arising from the self-administration of medication by the student and I indemnify and hold them harmless for such injury, unless the claim is based on an act or omission that is the result of gross negligence, willful and wanton conduct, or an intentional tort. I agree to work with the school in establishing a plan for use and storage of backup medication. This will include a predetermined location to keep backup medication to which my child has access in the event of an asthma, severe allergy, or anaphylaxis emergency. I have provided the following backup medication: _____

I understand that in the event the medication dosage is altered, a new "self-administration form" must be completed, or the health care provider may rewrite the order on his/her prescription pad and I, the parent/caretaker relative/guardian, will sign the new form and assure the new order is attached.

I understand it is my responsibility to pick up any unused medication at the end of the school year, and the medication that is not picked up will be disposed of.

I authorize the school administration to release this information to appropriate school personnel and classroom teachers.

Parent/Guardian, caretaker relative signature: _____

Date: _____

(Original signed authorization to the school; a copy of the signed authorization to the parent/guardian and health care provider)
See generally Mont. Code Ann. §20-5-420

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3 **STUDENTS**

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4
5 Communicable Diseases

6
7 *Note: For purposes of this policy, the term “communicable disease” refers to the diseases*
8 *identified in 16.28.202, ARM, Reportable Diseases, with the exception of common colds and flu.*
9

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

18
19 The Board recognizes that communicable diseases that may afflict students range from common
20 childhood diseases, acute and short-term in nature, to chronic, life-threatening diseases such as
21 human immunodeficiency virus (HIV) infection. The District will rely on advice of the public
22 health and medical communities in assessing the risk of transmission of various communicable
23 diseases to determine how best to protect the health of both students and staff.

24
25 The District will manage common communicable diseases in accordance with Montana
26 Department of Health guidelines and communicable diseases control rules. The District may
27 temporarily exclude from school attendance a student who exhibits symptoms of a
28 communicable disease that is readily transmitted in a school setting.

29
30 Students who complain of illness at school may be referred to a school nurse or other responsible
31 person designated by the Board and may be sent home as soon as a parent or person designated
32 on a student’s emergency medical authorization form has been notified. The District reserves the
33 right to require a statement from a student’s primary care provider authorizing a student’s return
34 to school.

35
36 When information is received by a staff member or a volunteer that a student is afflicted with a
37 serious communicable disease, a staff member or volunteer will promptly notify a school nurse
38 or other responsible person designated by the Board to determine appropriate measures to be
39 taken to protect student and staff health and safety. A school nurse or other responsible person
40 designated by the Board, after consultation with and on advice of public health officials, will
41 determine which additional staff members, if any, have need to know of the affected student’s
42 condition.

43
44 Only those persons with direct responsibility for the care of a student or for determining
45 appropriate educational accommodation will be informed of the specific nature of a condition, if
46

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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.

Legal Reference: 37.114.101, et seq., ARM Communicable Disease Control

Policy History:

Adopted on:

Revised on:

1 **Charlo School District**

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4
5 Head Lice

6
7 The Board recognizes its responsibility to all students enrolled in the Charlo Schools to provide a
8 safe and healthy environment in which they may attend school. One inhibitor to a healthy
9 environment is the head louse (*Pediculus capitis*). Head lice infestations must be addressed in
10 public schools if a healthy environment is to be maintained. Every attempt will be made to
11 educate students and parents on the prevention and eradication of head lice before and after
12 infestation is detected.

13
14 The innocent desire of children to be social and the communicable nature of lice requires
15 preventive measures by the school district and the public health agency to contain infestations.
16 The Charlo School will work cooperatively with the public health agency to insure that
17 infestations of head lice are contained and eradicated in the school.

18
19 In the interest of health and welfare of students enrolled in Charlo Schools, no student will be
20 permitted to attend classes with the general population if they are infested with head lice.

21
22 To avoid embarrassment and to contain the infestation, whole classrooms will be checked for
23 head lice upon the report of possible infestation by a classroom teacher. The administrator,
24 his/her designee, school nurse or another qualified professional will examine the child in
25 question and their classmates. Siblings of students found with lice and their classmates will also
26 be checked if there is suspicion that infestation may exist.

27
28 The student found with head lice is to be kept out of school until he/she is treated and hair is free
29 of lice and eggs. Although eggs (nits) cannot spread to other children, they may hatch in 2-3
30 days and would immediately become communicable.

31
32 Parents or guardians will be informed of lice infestation by a letter that explains the problem,
33 lists the procedures for treatment and requirements for reentering school. Every attempt will be
34 made to contact parents or guardians immediately upon discovery of head lice. Parents will be
35 asked to come to school to pick up the student and begin treatment immediately.

36
37
38 Policy History:

39 Adopted on:

40 Reviewed on:

41 Revised on:

1 **Charlo School District**

2
3 **STUDENTS**

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4
5 Emergency Treatment

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

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

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

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

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

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

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

31
32 When a parent or guardian cannot be reached, and it is the judgment of a principal or other
33 person in charge that immediate medical attention is required, an injured student may be taken
34 directly to a hospital. Once located, a parent or a guardian is responsible for continuing
35 treatment or for making other arrangements.

36
37
38
39 Legal Reference: ARM 37.111.825 Health Supervision and Maintenance

40
41 Policy History:

42 Adopted on:

43 Reviewed on:

44 Revised on: 10/01/15

1 **Charlo School District**

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4
5 Removal of Student During School Day

6
7 The Board recognizes its responsibility for the proper care of students during a school day. In
8 accordance with District procedures, only a duly authorized person may remove a student from
9 school grounds, any school building, or school function during a school day. A person seeking
10 to remove a student from school must present evidence satisfactory to a principal of having
11 proper authority to remove a student. A teacher should not excuse a student from class to confer
12 with anyone unless a request is approved by a principal. The Superintendent will establish
13 procedures for removal of a student during a school day.
14

15
16
17 Policy History:

18 Adopted on:

19 Revised on:

1 **Charlo School District**

2
3 **STUDENTS**

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4
5 Removal of Student During School Day

6
7 Schools must exercise a high order of responsibility for the care of students while in school. The
8 removal of a student during the school day may be authorized in accordance with the following
9 procedures:

- 10
11 1. Law enforcement officers, upon proper identification, may remove a student from school
12 as provided in Policies 4410 and 4411.
13
14 2. Any other agencies must have a written administrative or court order directing the
15 District to give custody to them. However, employees of the Department of Public
16 Health and Human Services may take custody of a student under provisions of §
17 41-3-301, MCA, without a court order. Proper identification is required before the
18 student shall be released.
19
20 3. A student shall be released to the custodial parent. When in doubt as to custodial rights,
21 school enrollment records must be relied upon, as the parents (or guardians) have the
22 burden of furnishing schools with accurate, up-to-date information.
23
24 4. The school should always check with the custodial parent before releasing the student to
25 a non-custodial parent.
26
27 5. Prior written authorization from the custodial parent or guardian is required before
28 releasing a student into someone else's custody, unless an emergency situation justifies a
29 waiver.
30
31 6. Police should be called if a visitor becomes disruptive or abusive.
32
33
34

35 Cross Reference: 4410 Relations with the Law Enforcement and Child Protective
36 Agencies
37 4411 Investigations and Arrests by Police
38

39 Procedure History:

40 Promulgated on:

41 Revised on:

1 **Charlo School District**

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3 **STUDENTS**

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4
5 Release of Student During School Day

6
7 Prior to sending a student home for illness, discipline, or a corrective action, the principal will
8 attempt to reach the student's parent to inform the parent of the school's action and to request
9 that the parent come to the school for the child. If the principal cannot reach the parent, the
10 student will remain at school until the close of the school day. A student may be released to a
11 law enforcement officer.

12
13 Sending students on errands during school hours should be done only on necessary school
14 business and with express permission of the principal.

15
16
17
18 Cross Reference: 4410 Relations with Law Enforcement and Child Protective Agencies

19
20 Policy History:

21 Adopted on:

22 Revised on:

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3 **STUDENTS**

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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: 7/15/21
Reviewed on:
Revised on:

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3 **STUDENTS**

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4
5 Student Fees and Fines

6
7 Within the concept of free public education, the District will provide an educational program for
8 students as free of costs as possible.
9

10 Fees

11 The Board may require fees for actual cost of breakage and for excessive supplies used in
12 commercial, industrial arts, music, domestic science, science, or agriculture courses. The Board
13 may also charge a student a reasonable fee for any course or activity not reasonably related to a
14 recognized academic and educational goal of the District or for any course or activity taking
15 place outside normal school functions. The Board may waive fees in cases of financial hardship.
16

17 The Board delegates authority to the Superintendent to establish appropriate fees and procedures
18 governing collection of fees and asks the Superintendent to make annual reports to the Board
19 regarding fee schedules. The Board also may require fees for actual cost of breakage and for
20 excessive supplies used in commercial, industrial arts, music, domestic science, science, or
21 agriculture courses.
22

23 Fines

24 The District holds a student responsible for the cost of replacing materials or property that are
25 lost or damaged because of negligence. A building administrator will notify a student and parent
26 regarding the nature of violation or damage, how restitution may be made, and how an appeal
27 may be instituted.
28

29 Withholding and Transferring Records for Unpaid Fines or Fees

30 The District may not refuse to transfer files to another district because a student owes fines or
31 fees. The District may not withhold the school schedule of a student because the student owes
32 fines or fees. The district may withhold the grades, diploma, or transcripts of a current or former
33 student who is responsible for the cost of school materials or the loss or damage of school
34 property until the student or the student's parent or guardian pays the owed fines or fees.
35

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

- 39 1. upon receiving notice that the student has transferred to another school district in the
40 state, notify the 's student's parent or guardian in writing that the school district to which
41 the has transferred will be requested to withhold the student's grades, diploma, or
42 transcripts until any obligation has been satisfied;
43 2. forward appropriate grades or transcripts to the school district to which the student has
44 transferred;
45
46

3. at the same time, notify the school district to which the student has transferred of any financial obligation of the student and request the withholding of the student's grades, diploma, or transcripts until any obligations are met;
4. when the student or the-student's parent or guardian satisfies the obligation, inform the school district to which the student has transferred.

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

Legal reference: § 20-1-213 (3), MCA Transfer of school records
 § 20-5-201(4), MCA Duties and sanctions
 § 20-7-601, MCA Free textbook provisions
 § 20-9-214, MCA Fees

Policy History:

Adopted on:

Reviewed on:

Revised on: 10/01/15, 12/19/19

1 **Charlo School District**

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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: 12/19/19

Reviewed on:

Revised on: 8/17/21

CHARLO 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.

1 **Charlo School District**

2
3 **STUDENTS**

3600

4
5 Student Records

6
7 School student records are confidential, and information from them will not be released other
8 than as provided by law. State and federal laws grant students and parents certain rights,
9 including the right to inspect, copy, and challenge school records.

10
11 The District will ensure information contained in student records is current, accurate, clear, and
12 relevant. All information maintained concerning a student receiving special education services
13 will be directly related to the provision of services to that child. The District may release
14 directory information as permitted by law, but parents will have the right to object to release of
15 information regarding their child. Military recruiters and institutions of higher education may
16 request and receive the names, addresses, and telephone numbers of all high school students,
17 unless the parent(s) notifies the school not to release this information.

18
19 The Superintendent will implement this policy and state and federal law with administrative
20 procedures. The Superintendent or designee will inform staff members of this policy and inform
21 students and their parents of it, as well as of their rights regarding student school records.

22
23 Each student's permanent file, as defined by the board of public education, must be permanently
24 kept in a secure location. Other student records must be maintained and destroyed as provided in
25 20-1-212, MCA.

26
27 Legal Reference: Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. 99
28 § 20-1-212, MCA Destruction of records by school officer.
29 § 20-5-201, MCA Duties and sanctions
30 § 40-4-225, MCA Access to records by parent
31 10.55.909, ARM Student Records
32 No Child Left Behind Act of 2001, P.L. 107-334
33

34 Policy History:

35 Adopted on:

36 Reviewed on:

37 Revised on: 11/19/13
38

1 **Charlo School District**

2
3 **STUDENTS**

3600F1
page 1 of 4

4
5 Student Records

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

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

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

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

21 The cumulative record may include:

- 22
23 Intelligence and aptitude scores
24 Psychological reports
25 Participation in extracurricular activities
26 Honors and awards
27 Teacher anecdotal records
28 Verified reports or information from non-educational persons
29 Verified information of clear relevance to the student's education
30 Information pertaining to release of this record
31 Disciplinary information
32

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

- 36
37 1. **The right to inspect and copy the student's education records, within a reasonable**
38 **time from the day the District receives a request for access.**

39
40 Students less than eighteen (18) years of age have the right to inspect and copy their
41 permanent record. Parents/guardians or students should submit to the school principal (or
42 appropriate school official) a written request identifying the record(s) they wish to
43 inspect. The principal will make arrangements for access and notify the parent(s)/
44 guardian(s) or eligible student of the time and place the records may be inspected.
45

The District charges a nominal fee for copying, but no one will be denied their right to copies of their records for inability to pay this cost.

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

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

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

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

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

Disclosure is permitted without consent to school officials with legitimate educational or administrative interests. A school official is a person employed by the District as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the Board; a person or company with whom the District has contracted to perform a special task (such as an attorney, auditor, medical consultant, or therapist); or a parent(s)/guardian(s) or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks.

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

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

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

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

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

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

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

Any parent(s)/guardian(s) or eligible student may prohibit the release of any or all of the above information by delivering written objection to the building principal within thirty (30) days of the date of this notice. No directory information will be released within this time period, unless the parent(s)/guardian(s) or eligible student are specifically informed otherwise.

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

1 Pursuant to federal law, the District is required to release the names, addresses, and
2 telephone numbers of all high school students to military recruiters and institutions of
3 higher education upon request.
4

5 Parent(s)/guardian(s) or eligible students may request that the District not release this
6 information, and the District will comply with the request.
7

8 **7. The right to file a complaint with the U.S. Department of Education, concerning**
9 **alleged failures by the District to comply with the requirements of FERPA.**
10

11 The name and address of the office that administers FERPA is:
12

13 Family Policy Compliance Office
14 U.S. Department of Education
15 400 Maryland Avenue, SW
16 Washington, DC 20202-4605

Student Directory Information Notification

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

Date

Dear Parent/Eligible Student:

This document informs you of your right to direct the District to withhold the release of student directory information for _____.

Student's Name

Following is a list of items this District considers student directory information.

Please review School District Policy 3600P for complete information.

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

If you do NOT want directory information provided to the following, please check the appropriate box.

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

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

Parent/Eligible Student's Signature

Date

1 **Charlo School District**

2
3 **STUDENTS**

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4
5 Student Records

6
7 Maintenance of School Student Records

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

11
12 The permanent record will include:

- 13
14 Basic identifying information
15 Academic work completed (transcripts)
16 Level of achievement (grades, standardized achievement tests)
17 Immunization records (per § 20-5-406, MCA)
18 Attendance record
19 Statewide student identifier assigned by the Office of Public Instruction
20 Record of any disciplinary action taken against the student, which is educationally related
21

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

24
25 The cumulative record may include:

- 26
27 Intelligence and aptitude scores
28 Psychological reports
29 Participation in extracurricular activities
30 Honors and awards
31 Teacher anecdotal records
32 Verified reports or information from non-educational persons
33 Verified information of clear relevance to the student's education
34 Information pertaining to release of this record
35 Disciplinary information
36 Camera footage only for those students directly involved in the incident
37

38 Information in the permanent record will indicate authorship and date and will be maintained in
39 perpetuity for every student who has been enrolled in the District. Cumulative records will be
40 maintained for eight (8) years after the student graduates or permanently leaves the District.
41 Cumulative records which may be of continued assistance to a student with disabilities, who
42 graduates or permanently withdraws from the District, may, after five (5) years, be transferred to
43 the parents or to the student if the student has succeeded to the rights of the parents.
44

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

the Superintendent.

Access to Student Records

The District will grant access to student records as follows:

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

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

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

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

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.

Access will not be granted to the parent or the student to confidential letters and recommendations concerning admission to a post-secondary educational institution, applications for employment, or receipt of an honor or award, if the student has waived

his or her right of access after being advised of his or her right to obtain the names of all persons making such confidential letters or statements.

3. The District may grant access to or release information from student records without prior written consent to school officials with a legitimate educational interest in the information. A school official is a person employed by the District in an administrative, supervisory, academic, or support staff position (including, but not limited to administrators, teachers, counselors, paraprofessionals, coaches, and bus drivers), and the board of trustees. A school official may also include a volunteer or contractor not employed by the District but who performs an educational service or function for which the District would otherwise use its own employees and who is under the direct control of the District with respect to the use and maintenance of personally identifying information from education records, or such other third parties under contract with the District to provide professional services related to the District's educational mission, including, but not limited to, attorneys and auditors. A school official has a legitimate educational interest in student education information when the official needs the information in order to fulfill his or her professional responsibilities for the District. Access by school officials to student education information will be restricted to that portion of a student's records necessary for the school official to perform or accomplish their official or professional duties.
4. The District may grant access to or release information from student records without parental consent or notification to any person, for the purpose of research, statistical reporting, or planning, provided that no student or parent can be identified from the information released, and the person to whom the information is released signs an affidavit agreeing to comply with all applicable statutes and rules pertaining to school student records.
5. The District may grant release of a child's education records to child welfare agencies without the prior written consent of the parents.
6. The District will grant access to or release information from a student's records pursuant to a court order.
7. The District will grant access to or release information from any student record, as specifically required by federal or state statute.
8. The District will grant access to or release information from student records to any person possessing a written, dated consent, signed by the parent or eligible student, with particularity as to whom the records may be released, the information or record to be released, and reason for the release. One (1) copy of the consent form will be kept in the records, and one (1) copy will be mailed to the parent or eligible student by the Superintendent. Whenever the District requests consent to release certain records, the

records custodian will inform the parent or eligible student of the right to limit such consent to specific portions of information in the records.

9. The District may release student records to the superintendent or an official with similar responsibilities in a school in which the student has enrolled or intends to enroll, upon written request from such official. School officials may also include those listed in #3 above.
10. Prior to release of any records or information under items 5, 6, 7, 8, and 9, above, the District will provide prompt written notice to the parents or eligible student of this intended action. This notification will include a statement concerning the nature and substance of the records to be released and the right to inspect, copy, and challenge the contents.
11. The District may release student records or information in connection with an emergency, without parental consent, if the knowledge of such information is necessary to protect the health or safety of the student or other persons. The records custodian will make this decision, taking into consideration the nature of the emergency, the seriousness of the threat to the health and safety of the student or other persons, the need for such records to meet the emergency, and whether the persons to whom such records are released are in a position to deal with the emergency. The District will notify the parents or eligible student, as soon as possible, of the information released, date of the release, the person, agency, or organization to whom the release was made, and the purpose of the release.
12. The District may disclose, without parental consent, student records or information to the youth court and law enforcement authorities, pertaining to violations of the Montana Youth Court Act or criminal laws by the student.
13. The District will comply with an *ex parte* order requiring it to permit the U.S. Attorney General or designee to have access to a student's school records without notice to or consent of the student's parent(s)/guardian(s).
14. The District charges a nominal fee for copying information in the student's records. No parent or student will be precluded from copying information because of financial hardship.
15. A record of all releases of information from student records (including all instances of access granted, whether or not records were copied) will be kept and maintained as part of such records. This record will be maintained for the life of the student record and will be accessible only to the parent or eligible student, records custodian, or other person. The record of release will include:
 - a. Information released or made accessible.

- b. Name and signature of the records custodian.
- c. Name and position of the person obtaining the release or access.
- d. Date of release or grant of access.
- e. Copy of any consent to such release.

Directory Information

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

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

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

Military Recruiters/Institutions of Higher Education/Government Agencies

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

The Montana Superintendent of Public Instruction may release student information to the Montana Commissioner of Higher Education and Montana Department of Labor and Industry for research purposes after entering into agreement with Commissioner and Department. If the

Superintendent of Public Instruction offers a statewide assessment that serves as a college entrance exam, the student's personally identifiable information may be released to colleges, state-contracted testing agencies, and scholarship organizations with student consent.

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

Student Record Challenges

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

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

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

The parent or eligible student has:

- The right to present evidence and to call witnesses;
- The right to cross-examine witnesses;
- The right to counsel;
- The right to a written statement of any decision and the reasons therefor;

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

Legal Reference: Family Education Rights and Privacy Act, 20 U.S.C. § 1232g (2011); 34 C.F.R. 99 (2011), 34 C.F.R. 99.20-22
 § 20-5-201, MCA Duties and sanctions
 § 40-4-225, MCA Access to records by parent

| | |
|--------------------|---|
| § 41-3-201, MCA | Reports |
| § 41-5-215, MCA | Youth court and department records – notification of school |
| § 20-7-104 | Transparency and public availability of public school performance data -- reporting-- availability for timely use to improve instruction. |
| 10.55.909, ARM | Student records |
| 10.55.910, ARM | Student Discipline Records |
| Chapter 250 (2019) | Electronic Director Photograph Repository |

Procedure History:

Promulgated on:

Reviewed on:

Revised on: 04/21/15, 9/15/15, 12/19/19

1 **Charlo School District**

2
3 **STUDENTS**

3606

4
5 Transfer of Student Records

6
7 The District will forward by mail or by electronic means a certified copy of a permanent or
8 cumulative file of any student and a file of special education records of any student to a local
9 educational agency or accredited school in which a student seeks to or intends to enroll within
10 five (5) working days after receipt of a written or electronic request. The files to be forwarded
11 must include education records in a permanent file – that is, name and address of a student, name
12 of parent or legal guardian, date of birth, academic work completed, level of achievement
13 (grades, standardized tests), immunization records, special education records, and any
14 disciplinary actions taken against a student that are educationally related.

15
16 When the District cannot transfer records within five (5) days, will notify a requestor, in writing
17 or electronically, and will provide reasons why the District is unable to comply with a
18 five-(5)-day time period. The District also will include in that notice the date by which requested
19 records will be transferred. The District will not refuse to transfer records because a student
20 owes fines or fees.

21
22
23
24 Cross Reference: 3413 Student Immunization
25 3600 - 3600P Student Records
26 3606F Records Certification

27
28 Legal Reference: § 20-1-213, MCA Transfer of school records

29
30 Policy History:

31 Adopted on:

32 Revised on:

2
3 **RECORDS CERTIFICATION**
4

5
6 As the duly appointed custodian of records for Charlo School District No. 7J, Lake
7 County, State of Montana, pursuant to § 20-1-213, MCA, do hereby certify that the attached is a
8 true and correct copy of the student records of (name of student), maintained in my possession
9 and under my control.

10
11 DATED this _____ day of _____, 20__.

12
13
14
15
16 _____
17 Custodian of Records
18 Charlo School District No. 7J
19
20

21 (S E A L)

Charlo School District

R

STUDENTS

3608

Receipt of Confidential Records

Pursuant to Montana law, the District may receive case records of the Department of Public Health and Human Services and its local affiliate, the county welfare department, the county attorney, and the court concerning actions taken and all records concerning reports of child abuse and neglect. The District will keep these records confidential as required by law and will not include them in a student's permanent file.

The Board authorizes the individuals listed below to receive information with respect to a District student who is a client of the Department of Public Health and Human Services:

- Superintendent
- Principal
- Counselor
- Special Education Teacher

When the District receives information pursuant to law, the Superintendent will prevent unauthorized dissemination of that information.

Cross Reference: 3600 - 3600P Student Records

Legal Reference: § 41-3-205, MCA Confidentiality – disclosure exceptions

Policy History:

Adopted on:

Revised on:

2
3 **STUDENTS**

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4
5 District-Provided Access to Electronic Information, Services, and Networks

6
7 General

8
9 The District makes Internet access and interconnected computer systems available to District
10 students and faculty. The District provides electronic networks, including access to the Internet,
11 as part its instructional program and to promote educational excellence by facilitating resource
12 sharing, innovation, and communication.

13
14 The District expects all students to take responsibility for appropriate and lawful use of this
15 access, including good behavior on-line. The District may withdraw student access to its
16 network and to the Internet when any misuse occurs. District teachers and other staff will make
17 reasonable efforts to supervise use of network and Internet access; however, student cooperation
18 is vital in exercising and promoting responsible use of this access.

19
20 Curriculum

21
22 Use of District electronic networks will be consistent with the curriculum adopted by the
23 District, as well as with varied instructional needs, learning styles, abilities, and developmental
24 levels of students and will comply with selection criteria for instructional materials and library
25 materials. Staff members may use the Internet throughout the curriculum consistent with the
26 District's educational goals.

27
28 Acceptable Uses

- 29
30 1. Educational Purposes Only. All use of the District's electronic network must be: (1) in
31 support of education and/or research, and in furtherance of the District's stated
32 educational goals; or (2) for a legitimate school business purpose. Use is a privilege, not
33 a right. Students and staff members have no expectation of privacy in any materials that
34 are stored, transmitted, or received via the District's electronic network or District
35 computers. The District reserves the right to monitor, inspect, copy, review, and store, at
36 any time and without prior notice, any and all usage of the computer network and Internet
37 access and any and all information transmitted or received in connection with such usage.
- 38 2. Unacceptable Uses of Network. The following are considered unacceptable uses and
39 constitute a violation of this policy:
- 40
- 41 a. Uses that violate the law or encourage others to violate the law, including, but not
42 limited to, transmitting offensive or harassing messages; offering for sale or use
43 any substance the possession or use of which is prohibited by the District's
44 student discipline policy; viewing, transmitting, or downloading pornographic
45 materials or materials that encourage others to violate the law; intruding into the

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networks or computers of others; and downloading or transmitting confidential, trade secret information, or copyrighted materials.

- b. Uses that cause harm to others or damage to their property, including, but not limited to, engaging in defamation (harming another's reputation by lies); employing another's password or some other user identifier that misleads message recipients into believing that someone other than you is communicating, or otherwise using his/her access to the network or the Internet; uploading a worm, virus, other harmful form of programming or vandalism; participating in "hacking" activities or any form of unauthorized access to other computers, networks, or other information.
- c. Uses that jeopardize the security of student access and of the computer network or other networks on the Internet.
- d. Uses that are commercial transactions. Students and other users may not sell or buy anything over the Internet. Students and others should not give information to others, including credit card numbers and social security numbers.

Warranties/Indemnification

The District makes no warranties of any kind, express or implied, in connection with its provision of access to and use of its computer networks and the Internet provided under this policy. The District is not responsible for any information that may be lost, damaged, or unavailable when using the network or for any information that is retrieved or transmitted via the Internet. The District will not be responsible for any unauthorized charges or fees resulting from access to the Internet. Any user is fully responsible to the District and will indemnify and hold the District, its trustees, administrators, teachers, and staff harmless from any and all loss, costs, claims, or damages resulting from such user's access to its computer network and the Internet, including, but not limited to, any fees or charges incurred through purchase of goods or services by a user. The District expects a user or, if a user is a minor, a user's parents or legal guardian to cooperate with the District in the event of its initiating an investigation of a user's use of access to its computer network and the Internet.

Violations

If a user violates this policy, the District will deny a student's access or will withdraw access and may subject a student to additional disciplinary action. An administrator or building principal will make all decisions regarding whether or not a user has violated this policy and any related rules or regulations and may deny, revoke, or suspend access at any time, with that decision being final.

Policy History:

Adopted on:

Revised on:

2
3 **STUDENTS**

3612P

page 1 of 5

4
5 Acceptable Use of Electronic Networks

6
7 All use of electronic networks shall be consistent with the District's goal of promoting
8 educational excellence by facilitating resource sharing, innovation, and communication. These
9 procedures do not attempt to state all required or proscribed behaviors by users. However, some
10 specific examples are provided. The failure of any user to follow these procedures will result in
11 the loss of privileges, disciplinary action, and/or appropriate legal action.
12

13 Terms and Conditions

- 14
- 15 1. Acceptable Use – Access to the District's electronic networks must be: (a) for the
16 purpose of education or research and consistent with the educational objectives of the
17 District; or (b) for legitimate business use.
18
 - 19 2. Privileges – The use of the District's electronic networks is a privilege, not a right, and
20 inappropriate use will result in a cancellation of those privileges. The system
21 administrator (and/or building principal) will make all decisions regarding whether or not
22 a user has violated these procedures and may deny, revoke, or suspend access at any time.
23 His or her decision is final.
24
 - 25 3. Unacceptable Use – The user is responsible for his or her actions and activities involving
26 the network. Some examples of unacceptable uses are:
27
 - 28 a. Using the network for any illegal activity, including violation of copyright or
29 other contracts, or transmitting any material in violation of any federal or state
30 law;
31
 - 32 b. Unauthorized downloading of software, regardless of whether it is copyrighted or
33 devirused;
34
 - 35 c. Downloading copyrighted material for other than personal use;
36
 - 37 d. Using the network for private financial or commercial gain;
38
 - 39 e. Wastefully using resources, such as file space;
40
 - 41 f. Hacking or gaining unauthorized access to files, resources, or entities;
42
 - 43 g. Invading the privacy of individuals, which includes the unauthorized disclosure,
44 dissemination, and use of information of a personal nature about anyone;
45
 - 46 h. Using another user's account or password;

- i. Posting material authored or created by another, without his/her consent;
 - j. Posting anonymous messages;
 - k. Using the network for commercial or private advertising;
 - l. Accessing, submitting, posting, publishing, or displaying any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, harassing, or illegal material; and
 - m. Using the network while access privileges are suspended or revoked.
4. Network Etiquette – The user is expected to abide by the generally accepted rules of network etiquette. These include, but are not limited to, the following:
 - a. Be polite. Do not become abusive in messages to others.
 - b. Use appropriate language. Do not swear or use vulgarities or any other inappropriate language.
 - c. Do not reveal personal information, including the addresses or telephone numbers, of students or colleagues.
 - d. Recognize that electronic mail (e-mail) is not private. People who operate the system have access to all mail. Messages relating to or in support of illegal activities may be reported to the authorities.
 - e. Do not use the network in any way that would disrupt its use by other users.
 - f. Consider all communications and information accessible via the network to be private property.
5. No Warranties – The District makes no warranties of any kind, whether expressed or implied, for the service it is providing. The District will not be responsible for any damages the user suffers. This includes loss of data resulting from delays, non-deliveries, missed deliveries, or service interruptions caused by its negligence or the user's errors or omissions. Use of any information obtained via the Internet is at the user's own risk. The District specifically denies any responsibility for the accuracy or quality of information obtained through its services.
6. Indemnification – The user agrees to indemnify the District for any losses, costs, or damages, including reasonable attorney fees, incurred by the District, relating to or arising

out of any violation of these procedures.

7. Security – Network security is a high priority. If the user can identify a security problem on the Internet, the user must notify the system administrator or building principal. Do not demonstrate the problem to other users. Keep your account and password confidential. Do not use another individual's account without written permission from that individual. Attempts to log on to the Internet as a system administrator will result in cancellation of user privileges. Any user identified as a security risk may be denied access to the network.
8. Vandalism – Vandalism will result in cancellation of privileges, and other disciplinary action. Vandalism is defined as any malicious attempt to harm or destroy data of another user, the Internet, or any other network. This includes, but is not limited to, the uploading or creation of computer viruses.
9. Telephone Charges – The District assumes no responsibility for any unauthorized charges or fees, including telephone charges, long-distance charges, per-minute surcharges, and/or equipment or line costs.
10. Copyright Web Publishing Rules – Copyright law and District policy prohibit the republishing of text or graphics found on the Web or on District Websites or file servers, without explicit written permission.
 - a. For each republication (on a Website or file server) of a graphic or text file that was produced externally, there must be a notice at the bottom of the page crediting the original producer and noting how and when permission was granted. If possible, the notice should also include the Web address of the original source.
 - b. Students and staff engaged in producing Web pages must provide library media specialists with e-mail or hard copy permissions before the Web pages are published. Printed evidence of the status of "public domain" documents must be provided.
 - c. The absence of a copyright notice may not be interpreted as permission to copy the materials. Only the copyright owner may provide the permission. The manager of the Website displaying the material may not be considered a source of permission.
 - d. The "fair use" rules governing student reports in classrooms are less stringent and permit limited use of graphics and text.
 - e. Student work may only be published if there is written permission from both the

parent/guardian and the student.

11. Use of Electronic Mail.

- a. The District's electronic mail system, and its constituent software, hardware, and data files, are owned and controlled by the District. The District provides e-mail to aid students and staff members in fulfilling their duties and responsibilities and as an education tool.
- b. The District reserves the right to access and disclose the contents of any account on its system without prior notice or permission from the account's user. Unauthorized access by any student or staff member to an electronic mail account is strictly prohibited.
- c. Each person should use the same degree of care in drafting an electronic mail message as would be put into a written memorandum or document. Nothing should be transmitted in an e-mail message that would be inappropriate in a letter or memorandum.
- d. Electronic messages transmitted via the District's Internet gateway carry with them an identification of the user's Internet "domain." This domain name is a registered domain name and identifies the author as being with the District. Great care should be taken, therefore, in the composition of such messages and how such messages might reflect on the name and reputation of this District. Users will be held personally responsible for the content of any and all electronic mail messages transmitted to external recipients.
- e. Any message received from an unknown sender via the Internet should either be immediately deleted or forwarded to the system administrator. Downloading any file attached to any Internet-based message is prohibited, unless the user is certain of that message's authenticity and the nature of the file so transmitted.
- f. Use of the District's electronic mail system constitutes consent to these regulations.

Internet Safety

1. Internet access is limited to only those "acceptable uses," as detailed in these procedures. Internet safety is almost assured if users will not engage in "unacceptable uses," as detailed in these procedures, and will otherwise follow these procedures.

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

Legal Reference: Children's Internet Protection Act, P.L. 106-554
Broadband Data Services Improvement Act/Protecting Children in
the 21st Century Act of 2008 (P.L. 110-385)
20 U.S.C. § 6801, et seq. Language instruction for limited English
proficient and immigrant students
47 U.S.C. § 254(h) and (l) Universal service

Procedure History:

Promulgated on:

Reviewed on:

Revised: 03/20/2012

1 **Charlo School District**

2
3 **STUDENTS**

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4
5 Cell Phones and Other Electronic Equipment

6
7 Student possession and use of cellular phones, pagers, and other electronic signaling devices on
8 school grounds, at school-sponsored activities, and while under the supervision and control of
9 school district employees is a privilege which will be permitted only under the circumstances
10 described herein. At no time will any student operate a cell phone or other electronic device with
11 video capabilities in a locker room, bathroom, or other location where such operation may
12 violate the privacy right of another person.

13
14 Students may use cellular phones, pagers, and other electronic signaling devices on campus
15 during lunch, before school begins and after school ends. These devices must be kept out of
16 sight and turned off during the instructional day. Unauthorized use of such devices disrupts the
17 instructional program and distracts from the learning environment. Therefore, referrals will be
18 made to the administration for problems that arise due to cell phone or pager use. Disciplinary
19 action will follow the step discipline plan.

20
21
22
23 Policy History:

24 Adopted on:

25 Revised on:

2
3 **STUDENTS**

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4
5
6 Pupil Online Personal Information Protection

7
8 Compliance

9 The School District will comply with the Montana Pupil Online Personal Information Protection
10 Act. The School District shall execute written agreements with operators who provide online
11 applications for students and employees in the school district. The School District will execute
12 written agreements with third parties who provide digital educational software or services,
13 including cloud-based services, for the digital storage, management, and retrieval of pupil
14 records. The written agreements will require operators and third parties to the School District for
15 K-12 purposes or the delivery of student or educational services to comply with Montana and
16 federal law regarding protected student information. All pupil records accessed by the operator
17 or third party during the term of the agreement or delivery of service to the application will
18 continue to be the property of and under the control of the school district.

19
20 Operators of Online Applications

21 Operators providing online applications to the School District shall not target advertising to
22 students, sell student information, or otherwise misuse student information. Operators shall not
23 use information to amass a profile about a pupil, except in furtherance of K-12 school
24 purposes. Operators shall not sell a pupil's information, including protected information unless
25 authorized by law. Operators shall not disclose protected information unless the disclosure is
26 made in accordance with School District policy, state or federal law, or with parent consent.
27 Operators shall implement and maintain reasonable security procedures and practices appropriate
28 to the nature of the protected information and safeguard that information from unauthorized
29 access, destruction, use, modification, or disclosure. Operators shall delete a pupil's protected
30 information if the school or district requests the deletion of data under the control of the school
31 or district.

32
33 Third Parties Providing Software and Services

34 Third parties providing digital education software and services to the School District shall certify
35 that pupil records will not be retained or available to the third party upon completion of the terms
36 of the agreement. Furthermore, third parties shall not use any information in pupil records for
37 any purpose other than those required or specifically permitted by the agreement with the
38 operator. Third parties shall not use personally identifiable information in pupil records to
39 engage in targeted advertising.

40
41 Third parties providing digital education software and services to the School District shall
42 provide a description of the means by which pupils may retain possession and control of their
43 own pupil-generated content. Third parties shall provide a description of the procedures by
44 which a parent, legal guardian, or eligible pupil may review personally identifiable information
45 in the pupil's records and correct erroneous information. Third parties shall provide a description
46 of the actions the third party will take, including the designation and training of responsible

individuals, to ensure the security and confidentiality of pupil records. Third parties shall provide a description of the procedures for notifying the affected parent, legal guardian, or pupil if 18 years of age or older in the event of an unauthorized disclosure of the pupil's records;

Failure to Comply and Legal Review

An operator's or third party's failure to honor the law, agreement or School District policy will result in termination of services. The School District will report any operator who fails to honor the law to the appropriate authorities for criminal prosecution.

All contracts and agreements executed under this agreement will be reviewed by the School District's legal counsel.

Cross Reference: Policy 3600 – Student Records
Policy 3650F- Model Agreement

Legal Reference: Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. 99
Montana Pupil Online Personal Information Protection Act, Title 20, chapter 7, part 13, MCA

Policy History:

Adopted on: 12/19/19

Reviewed on:

Revised on:

CHARLO SCHOOL DISTRICT

R = required

4000 SERIES COMMUNITY RELATIONS

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1 **Charlo School District**

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3 **COMMUNITY RELATIONS**

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4
5 Public Relations

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

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

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

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

26
27 Policy History:

28 Adopted on:

29 Revised on:

1 **Charlo School District**

2
3 **COMMUNITY RELATIONS**

4210

Page 1 of 3

4
5
6 School-Support Organizations, Boosters and Fundraising

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

12
13 School-Support Organizations

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

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

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

4210

6. A designation of the organization's treasurer. A statement that the organization will maintain finances consistent with General Finance Principles in a manner open to review by any member of the organization or the school district.
 7. A recognition that money given to a school cannot be earmarked for any particular expense. Booster organizations may make recommendations, but cash or other valuable consideration must be given to the District to use at its discretion. The Board's legal obligation to comply with Title IX by providing equal athletic opportunity for members of both genders will supersede an organizations recommendation.¹
 8. A recognition that the School District reserves the right to reject any and all donations.
- Permission to use one of the above-mentioned names, logos or imagery may be suspended by the administration and rescinded by the Board for failure to comply with this policy. Authorization to use one of the above-mentioned names, logos, or imagery does not constitute permission to act as the District's representative. At no time does the District accept responsibility for the actions of any parent or booster organization, regardless of whether it was recognized and/or permitted to use any of the above-mentioned names or logos.² The Superintendent shall designate an administrative staff member to serve as the liaison to parent or booster organization. The liaison will serve as a resource person and provide information about school programs, resources, policies, problems, concerns, and emerging issues. Building staff may be encouraged to participate in the organizations.

Individual Boosters or Donors

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

1. The individual must have prior approval must be granted by the Board for use of the District's name, logo, or imagery.

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

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

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

Fundraising

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

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

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

| | | |
|------------------|---------------------|---|
| Legal Reference: | § 20-6-601, MCA | Power to accept gifts |
| | § 2-2-103-2(3), MCA | Definitions |
| | § 2-2-104, MCA | Rules of conduct for public officers, legislators, and public employees |

Policy History:

Adopted on:

Reviewed on:

Revised on: 3/18/07, 7/18/17

1 **Charlo School District**

2
3 **COMMUNITY RELATIONS**

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Page 1 of 2

5
6 School-Support Organizations

7
8
9 ***Note: The following optional administrative procedure should be modified to reflect district
10 practice. ***

11
12 Persons proposing to establish a school-connected organization shall submit a request to the
13 Board of Trustees for authorization to operate at the school. The request for authorization shall
14 contain:

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

40
41 (BP 4330 - Use of School Facilities)

42
43 ***Note: The following optional paragraph requires an organization to request renewal of the
44 authorization from the Superintendent or designee on an annual basis. Districts that allow for an
45 automatic renewal or that require approval from the Board should

46
4210P

1 **Charlo School District**

2
3 **COMMUNITY RELATIONS**

4211

4
5 District and School Name, Logo, Imagery and Colors

6
7 Use of the District's name, a District school's name, or a District school's team name or mascot
8 or any logo or imagery attributable to the District by any group, individual, business, entity, or
9 organization may occur only after securing the Board's written approval as documented during a
10 duly constituted Board meeting. Unauthorized use of the District school's team name, mascot,
11 logo, or imagery is strictly prohibited. The District reserves the right to seek all available legal
12 remedies for unauthorized use of the District school's name, logo, mascot, or imagery.
13
14

15 Policy History:

16 Adopted on: 8/17/21

17 Reviewed on:

18 Revised on:

modify the following paragraph accordingly.***

Requests for subsequent authorization shall be presented to the Superintendent or designee annually, along with a financial statement showing all income and expenditures from fund-raisers. If the Superintendent or designee proposes to deny the request for reauthorization, he/she shall present his recommendation to the Board for approval.

Note: The following paragraph should be modified to reflect district practice.

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

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

Promulgated on:

Adopted on: 03/18/2008

Reviewed on:

Revised on:

1 **Charlo School District**

2
3 **COMMUNITY RELATIONS**

4301

4
5 Visitors to Schools

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

13
14
15 Policy History:

16 Adopted on:

17 Reviewed on:

18 Revised on: 7/12/2016, 07/16/19

Charlo School District

R

COMMUNITY RELATIONS

4310

Public Complaints and Suggestions

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

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

Cross Reference: 1700 Uniform Complaint Procedure

Policy History:

Adopted on:

Revised on:

1 **Charlo 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: 07/16/19, 12/19/19, 1/19/21, 7/15/21
46

2
3 **COMMUNITY RELATIONS**

4316

4
5 Accommodating Individuals with Disabilities

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

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

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

- 17
18 1. Oversee District compliance efforts, recommend necessary modifications to the Board,
19 and maintain the District's final Title II self-evaluation document and keep it available
20 for public inspection for at least three (3) years after its completion date (*for districts*
21 *having fifty (50) or more full- or part-time employees*).
22
23 2. Institute plans to make information regarding Title II protection available to any
24 interested party.

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

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

34
35
36
37 Cross Reference: 1700 Uniform Complaint Procedure

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

41
42 Policy History:

43 Adopted on:

44 Revised on:

1 **Charlo School District**

2
3 **COMMUNITY RELATIONS**

4320

4
5 Contact With Students

6
7 Students are entrusted to the schools for educational purposes. Although educational purposes
8 encompass a broad range of experiences, school officials must not assume license to allow
9 unapproved contact with students by persons not employed by the District for educational
10 purposes.

11
12 Teachers may arrange for guest speakers on appropriate topics relative to the curriculum.
13 Principals may approve school assemblies on specific educational topics of interest and
14 relevance to the school program. The District normally does not permit other types of contact by
15 non-school personnel.

16
17 Unless authorized by the building administrator or otherwise required by District policy or state
18 and federal law, the District will not allow access to the schools by outside individuals, entities,
19 businesses, service providers, or organizations desiring to use the captive audience in a school
20 for information, sales material, special interest purposes or delivery of services to students or
21 groups of students that are unrelated to District operations.

22
23
24 Policy History:

25 Adopted on:

26 Reviewed on:

27 Revised on: 12/19/19

2
3 **COMMUNITY RELATIONS**

4330

4
5 Community Use of School Facilities

6
7 School facilities are available to the community for educational, civic, cultural, and other non-
8 commercial uses consistent with the public interest, when such use will not interfere with the
9 school program or school-sponsored activities. Use of school facilities for school purposes has
10 precedence over all other uses. Persons on school premises must abide by District conduct rules
11 at all times.

12
13 Student and school-related organizations shall be granted the use of school facilities at no cost.
14 Other organizations granted the use of school facilities shall pay fees and costs. The
15 Superintendent will develop procedures to manage community use of school facilities, which
16 will be reviewed and approved by the Board. Use of school facilities requires the
17 Superintendent's approval and is subject to the procedures.

18
19 Administration will approve and schedule various uses of school facilities. A master calendar
20 will be kept in the office for scheduling dates to avoid conflicts during the school year. Should a
21 conflict arise, the District reserves the right to cancel an approved request when it is determined
22 that the facilities are needed for school purposes. Requests for use of school facilities must be
23 submitted to the Superintendent's office in advance of the event.

24
25
26
27 Legal Reference: § 20-7-805, MCA Recreational use of school facilities secondary
28 *Lamb's Chapel v. Center Moriches Union Free School Dist.*, 113 S.Ct. 2141
29

30 Policy History:

31 Adopted on:

32 Revised on:

SCHOOL FACILITIES/GROUNDS USE AND LIABILITY RELEASE AGREEMENT
Charlo School District

Organization or Individual Requesting Facility Use: _____

Facility Requested: _____

Date and Hours of Requested Use: _____

Purpose of Use: _____

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

Premises and Conditions

Conditions of Facilities Use - Use of District facilities is conditioned upon the following covenants:

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

Rent and Deposit

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

Indemnification

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

Insurance

The user of the facility shall provide the District with a certificate of insurance and endorsement to their property and liability policy. Said certificate and policy endorsement shall name the District as an additional insured. The certificate and policy shall show coverage for comprehensive general liability insurance for injuries to or death of any person or damage to or loss of property arising out of or in any way resulting from the described use of the facility. The insurance shall provide for amounts not less than \$1,000,000 for bodily injury or death to any one person or resulting from any one accident, and \$1,000,000 for property damage in any one accident or the policy may provide a combined single limit for bodily injury and property damage for \$1,000,000. The certificate shall contain a provision that the

insurer not cancel or refuse to renew without giving the District written notice at least 10 days before the effective date of the cancellation or non-renewal.

Special Events Coverage

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

Assumption of Risk

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

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

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

Non-Discrimination

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

District's Rights

The District reserves the right to cancel this Agreement, when it is determined by the District that the facilities are needed for school purposes.

DATED this ____ day of _____, 20__.

_____**School District:**

Requesting Organization or Individual:

By _____

By _____

Address _____

Phone _____

Additional Obligations _____

1 **Charlo School District**

2
3 **COMMUNITY RELATIONS**

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4
5 Rules and Regulations for Building Use

- 6
- 7 1. Applications requesting use of the school facility must be presented to the building
8 administrator at least ten (10) days in advance of the time desired and must be signed by
9 a qualified representative of the organization desiring to use the building.
10
 - 11 2. The school premises shall not be available before 5:00 p.m. on school days, except under
12 special conditions.
13
 - 14 3. Rental fees are as follows:
15 New Gym – \$25 per hour
16 Old Gym – \$15 per hour
17 Classroom/Lunchroom – \$15 per hour
18 Kitchen – \$15 per hour (must be supervised by cafeteria staff)
19 **All rental fees are in addition to a janitorial fee.**
20 **Kitchen employees are exempt from the above policy.**
21 Fees will be waived for private nonprofit groups that do not charge admission fees.
22 Religious groups or organizations that are not located in the Charlo community will be
23 charged rental fees as listed above..
24
 - 25 4. The use of the school premises will be denied when, in the opinion of the Superintendent
26 or the Board, such use may be construed to be solely for commercial purposes, there is a
27 probability of damage or injury to school property, or the activity is deemed to be
28 improper to hold in school buildings.
29
 - 30 5. In case of loss or damage to school property, the organization and/or individual signing
31 the request shall be fully responsible and liable.
32
 - 33 6. The District reserves the right to require a certificate of insurance from the renting
34 agency.
35
 - 36 7. No furniture or apparatus shall be moved or displaced without permission.
37
 - 38 8. No access to other rooms in the building shall be permitted unless designated by
39 agreement.
40
 - 41 9. There shall be no smoking within the school buildings. There shall be no narcotics,
42 drugs, stimulants, or alcohol used or sold in or about school buildings and premises, nor
43 shall profane language, quarreling, fighting, or illegal gambling be permitted. Violations
44 of this rule by any organization during occupancy shall be sufficient cause for denying
45 further use of school premises to the organization.
46

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10. Wax, or other preparations ordinarily used on dance floors, is not to be used on gymnasium floors.
11. The Superintendent may require a school employee to be present during use of the building by the non-school organization. In such case, the requesting organization will pay for the employee expense (i.e., custodians, overtime).
12. When the school official finds it necessary that police or other security personnel be retained for crowd control, such requirement may be added as a condition of the Facilities Use Agreement.
13. Open gym nights are reserved for community members whose legal residence is within District boundaries.

Procedure History:

Promulgated on: 10/20/09

Revised on:

Charlo School District

COMMUNITY RELATIONS

4331

Use of School Property for Posting Notices

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

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

- A. Disrupt the educational process;
- B. Violate the rights of others;
- C. Invade the privacy of others;
- D. Infringe on a copyright;
- E. Violate District policy, procedure, or administrative directive;
- F. Be obscene, vulgar, or indecent; or
- F. Promote violence, discriminatory conduct, the use of drugs, alcohol, tobacco, or certain products that create community concerns.

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

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

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

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

Policy History:

Adopted on: 8/17/21

Reviewed on:

Revised on:

1 **Charlo School District**

2
3 **COMMUNITY RELATIONS**

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4
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. 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.

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.

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: 10/06, 07/21/15, 12/19/19, 1/19/21, 7/15/21

1 **Charlo School District**

2
3 **COMMUNITY RELATIONS**

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4
5 Public Access to District Records

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

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

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

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

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

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

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

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

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

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

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

Policy History:

Adopted on:

Reviewed on:

Revised on: 07/16/19

1 **Charlo School District**

2
3 **COMMUNITY RELATIONS** 4410

4
5 Relations With Law Enforcement and Child Protective Agencies

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

15
16 The District will strive to develop and maintain cooperative working relationships with the law
17 enforcement agencies. Procedures for cooperation between law enforcement, child protective, and school
18 authorities will be established. Such procedures will be made available to affected staff and will be
19 periodically revised.

20
21 County or Regional Interdisciplinary Child Information and School Safety Team

22
23 The District will participate in the Lake County or Regional interdisciplinary child information and school
24 safety team established by Section 52-2-211, MCA. This team consists of county-level representatives of
25 the youth court, the county attorney, the department of public health and human services, the county
26 superintendent of schools, the sheriff, the chief of any police force, the superintendents of public school
27 districts in the County, and the department of corrections.

28
29 The purpose of the team is “to facilitate the exchange and sharing of information that one or more team
30 members may be able to use in serving a child in the course of their professions and occupations,
31 including but not limited to abused or neglected children, delinquent youth, and youth in need of
32 intervention, and of information relating to issues of school safety.”

33
34 The Superintendent is authorized to participate in the formation of and request information from the
35 interdisciplinary child information and school safety team regarding students in the School District. The
36 Superintendent shall utilize this authority on a regular basis to ensure the safety and security of the
37 District.

38
39
40 Cross Reference: 4313 Disruption of School Operations

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

45
46 Policy History:

47 Adopted on:

48 Revised on:

49 Revised on: 07/16/19, 12/19/19

1 **Charlo School District**

2
3 **COMMUNITY RELATIONS**

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4
5
6 Interrogation and Investigations Conducted by School Officials

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

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

20
21 School Resource Officer

22
23 Charlo School District contracts with the Police Department to provide School Resource Officers
24 (SROs) to maintain a safe and secure environment conducive to learning. Whenever possible all
25 interactions between students and law enforcement at schools with SROs assigned shall be
26 coordinated through the SROs as specified within the duties of the contract.

27
28 Duties:

- 29
30 1. Abide by school board policies and shall consult with and coordinate activities through
31 the school principal but shall remain fully responsive to the chain of command of the law
32 enforcement agency in all matters relating to employment and supervision.
33
34 2. Develop expertise in presenting various subjects; particularly in meeting federal and state
35 mandates in drug abuse prevention education and shall provide these presentations at the
36 request of school personnel in accordance with the established curriculum.
37
38 3. Encourage individual and small group discussions about law enforcement related matters
39 with students, faculty and parents.
40
41 4. Attend meetings of parent and faculty groups to solicit their support and understanding of
42 the School Resource Officer Program and to promote awareness of law enforcement
43 functions.
44
45
46

4411

5. Be familiar with all community agencies that offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc.
6. Confer with the administration to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school related activities.
7. Coordinate with the administration when conducting an investigation into alleged violations of District policy that also could be a violation of the criminal code during school hours, on school property or students travelling to or from school.
8. Advise the administration before requesting additional enforcement assistance on campus and undertake all additional responsibilities at the administration's direction.
9. In order to assure the peaceful operation of school-related programs, SROs will whenever possible, participate in or attend school functions.
10. Reaffirm their roles as law enforcement officers by wearing their uniforms, unless doing so would be inappropriate for scheduled school activities. The uniform will also be worn at events where it will enhance the image of officers and their ability to perform their duties.
11. Coordinate with the administration and be responsible for law enforcement and security activity at extra-curricular events as determined by the principal.
15. File reports as required by the school district and/or law enforcement agency.

Investigations by Law Enforcement

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

- a. The officer shall contact the school principal and present proper identification in all occasions upon his/her arrival on school premises.
- b. Parents or guardians shall be notified by the law enforcement officer, school principal or assistant principal as soon as possible. The law enforcement officer, principal or assistant

principal shall make every effort to inform parents or guardians of the intent of the law enforcement officers except when that notification may compromise the student's safety.

- c. The student's parent or guardian should be present, if practicable, during any interrogation on school premises.

Cooperation with Law Enforcement

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

No school official, however, should ever place him/herself in the position of interfering with a law enforcement official in the performance of his or her duties as an officer of the law. If the law enforcement officials are not recognized and/or are lacking a warrant or court order, the building principal shall require proper identification of such officials and the reason(s) for the visit to the school. If the principal is not satisfied, he/she shall attempt to notify the Superintendent and the officer's superior, documenting such action.

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

Taking a Student into Custody

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

1
2 of a student from school by law enforcement officers under any circumstances.
3

4 When it is necessary to take a student into custody on school premises and time permits, the law
5 enforcement officer shall be requested to notify the principal and relate the circumstances
6 necessitating such action. When possible, the principal shall have the student summoned to the
7 principal's office where the student may be taken into custody. In all situations of interrogations,
8 arrest or service of subpoenas of a student by law enforcement officers on school premises, all
9 practicable steps shall be taken to ensure a minimum of embarrassment or invasion of privacy of
10 the student and disruption to the school environment.
11

12 Disturbance of School Environment

13

14 Law enforcement officers may be requested to assist in controlling disturbances of the school
15 environment which the Principal or other school administrator has found to be unmanageable by
16 school personnel and which disturbances have the potential of causing harm to students, other
17 persons, or school property. Staff members may also notify law enforcement officials.
18

19 Such potential of possible disturbance includes members of the public who have exhibited
20 undesirable or illegal conduct on school premises or at a school event held on school property,
21 and who have been requested to leave by an administrator or staff member, but have failed or
22 refused to do so.
23

24
25 Legal Reference: § 20-1-206, MCA Disturbance of school - penalty
26 § 20-5-201, MCA Duties and sanctions
27 § 45-8-101, MCA Disorderly conduct
28
29
30

31 Policy History:

32 Adopted on:

33 Revised on: 7/12/2016

1 **Charlo School District**

2
3 **COMMUNITY RELATIONS**

4520

4
5 Cooperative Programs with Other Districts and Public Agencies

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

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

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

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

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

34 Policy History:

35 Adopted on:

36 Revised on:

1 **Charlo School District**

2
3 **COMMUNITY RELATIONS**

4550

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5
6 Registered Sex Offenders

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

13
14 Employment

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

20
21 School Off Limits

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

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

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

42
43 Rights of Parents on the Sex Offender Registry

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

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

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

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

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

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

Policy History:

Adopted on:

Reviewed on:

Revised on:

CHARLO SCHOOL DISTRICT

R = required

5000 SERIES PERSONNEL

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2
3 **PERSONNEL**

5002

4
5 Accommodating Individuals with Disabilities and Section 504 of the Rehabilitation Act of 1973

6
7 The Superintendent is designated the Section 504 and Americans with Disabilities Act Title II
8 Coordinator and, in that capacity, is directed to:

- 9
10 1. Oversee District compliance efforts, recommend to the Board necessary modifications,
11 and maintain the District's final Title II self-evaluation document and keep it available
12 for public inspection.
13
14 2. Make information regarding Title II protection available to any interested party.
15
16 3. Coordinating and monitoring the district's compliance with Section 504 and Title II of
17 the ADA, as well as state civil rights requirements regarding discrimination and
18 harassment based on disability.
19
20 4. Overseeing prevention efforts to avoid Section 504 and ADA violations by necessary
21 actions, including by not limited to, scheduling Section 504 meetings, implementing and
22 monitoring Section 504 plans of accommodation and providing information to employees
23 and supervisors.
24
25 5. Implementing the district's discrimination complaint procedures with respect to
26 allegations of Section 504/ADA violations, discrimination based on disability, and
27 disability harassment; and
28
29 6. Investigating complaints alleging violations of Section 504/ADA, discrimination based
30 on disability, and disability harassment.
31

32 The District's procedure for resolution of complaints alleging violation of this policy is set forth
33 in Policy 1700.
34
35
36

37 Cross Reference: 1700 Uniform Complaint Procedure
38

39 Legal Reference: Americans with Disabilities Act, 42 U.S.C. §§ 12111, et seq., and 12131,
40 et seq.; 28 C.F.R. Part 35.
41

42 Policy History:

43 Adopted on:

44 Reviewed on:

45 Revised on: 7/17/18

2
3 **PERSONNEL**

5010

4
5 Equal Employment Opportunity and Non-Discrimination

6
7 The School District will provide equal employment opportunities to all persons regardless of
8 race, creed, religion, color, national origin, genetic information, or because of age, physical or
9 mental disability, marital status, or sex when the reasonable demands of the position do not
10 require an age, physical or mental disability, marital status, or sex distinction.

11
12 The District will make reasonable accommodation for an individual with a disability known to
13 the District, if the individual is otherwise qualified for the position, unless the accommodation
14 would impose undue hardship on the District.

15
16 A person with an inquiry regarding discrimination should direct their questions to the Title IX
17 Coordinator. A person with a specific written complaint should follow the Uniform Complaint
18 Procedure.

19
20 Retaliation against an employee who has filed a discrimination complaint, testified, or
21 participated in any manner in a discrimination investigation or proceeding is prohibited.

22
23
24 Cross Reference: 1700 Uniform Complaint Procedure

25
26 Legal Reference: Age Discrimination in Employment Act, 29 U.S.C. §§ 621, *et seq.*
27 Americans with Disabilities Act, Title I, 42 U.S.C. §§ 12111, *et seq.*
28 Equal Pay Act, 29 U.S.C. § 206(d)
29 Immigration Reform and Control Act, 8 U.S.C. §§ 1324(a), *et seq.*
30 Rehabilitation Act of 1973, 29 U.S.C. §§ 791, *et seq.*
31 Genetic Information Nondiscrimination Act of 2008 (GINA)
32 Title VII of the Civil Rights Act, 42 U.S.C. §§ 2000(e), *et seq.*; 29 C.F.R.,
33 Part 1601
34 Title IX of the Education Amendments, 20 U.S.C. §§ 1681, *et seq.*; 34
35 C.F.R., Part 106
36 Montana Constitution, Art. X, § 1 - Educational goals and duties
37 § 49-2-101, *et seq.*, MCA Human Rights Act
38 § 49-2-303, MCA Discrimination in Employment
39 § 49-3-102, MCA What local governmental units affected
40 §49-3-201, MCA Employment of state and local government
41 personnel.

42
43 Policy History:

44 Adopted on:

45 Reviewed on:

46 Revised on: 10/01/15, 7/18/17, 7/17/18

2
3 **PERSONNEL**

5012

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4
5 Sexual Harassment, Sexual Intimidation and Sexual Misconduct in the Workplace

6
7 The District will strive to provide employees a work environment free of unwelcome sexual
8 advances, requests for sexual favors, and other verbal or physical conduct or communications
9 constituting sexual harassment, or misconduct, as defined and otherwise prohibited by state and
10 federal law.

11
12 The District prohibits its employees from engaging in any conduct of a sexual nature when:

- 13
14 1. Submission to such conduct is made either explicitly or implicitly a term or condition of
15 an individual's employment;
16 2. Submission to or rejection of such conduct by an individual is used as a basis for
17 employment decisions affecting that individual; or
18 3. Such conduct has the purpose or effect of substantially interfering with the individual's
19 work performance or creating an intimidating, hostile, or offensive work environment.
20 4. Such conduct deprives the individual of their rights to equal employment under District
21 policy and state or federal law.
22

23 Sexual harassment, sexual intimidation and sexual misconduct prohibited by this policy includes
24 verbal, electronic, or physical contact or conduct. The terms "intimidating," "hostile,"
25 "misconduct," or "offensive" include but are not limited to conduct that has the effect of
26 deprivation of rights, humiliation, embarrassment, or discomfort. Examples of sexual
27 harassment, sexual intimidation, and sexual misconduct include but are not limited to unwelcome
28 or forceful physical touching, crude jokes or pictures, discussions of sexual experiences, pressure
29 or requests for sexual activity or favors, intimidation by words, actions, insults, or name calling,
30 teasing related to sexual characteristics, and spreading rumors related to a person's alleged
31 sexual activities. The District will evaluate sexual harassment, sexual intimidation, and sexual
32 misconduct in light of all circumstances.
33

34 A violation of this policy may result in disciplinary action, up to and including termination of
35 employment. The District is authorized to report any violation of this policy to law enforcement
36 that is suspected to be a violation of state or federal criminal laws.
37

38 Employees who believe they may have been sexually harassed, intimidated, or been subjected to
39 sexual misconduct should contact the Title IX Coordinator or an administrator, who will assist
40 them in filing a complaint. An individual with a complaint alleging a violation of this policy
41 shall follow the Uniform Complaint Procedure.
42

43 Any person who knowingly makes false accusation regarding sexual harassment intimidation or
44 misconduct will likewise be subject to disciplinary action, up to and including termination of
45 employment.
46

Cross Reference: 1700 Uniform Complaint Procedure

Legal Reference: Title VII of the Civil Rights Act, 42 U.S.C. §§ 2000(e), 29 C.F.R.
§ 1604.11
Title IX of the Education Amendments, 20 U.S.C. §§ 1681,
Montana Constitution, Art. X, § 1 - Educational goals and duties
§ 49-2-101, MCA Human Rights Act
Harris v. Fork Lift Systems, 114 S.Ct. 367 (1993)

Policy History:

Adopted on:

Reviewed on:

Revised on: 07/16/19

2
3 **PERSONNEL**

5012P

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4
5
6 Sexual Harassment Grievance Procedure - Employees

7
8 The Board requires the following grievance process to be followed for the prompt and equitable
9 resolution of employee complaints alleging any action that would be prohibited as sexual
10 harassment by Title IX. The Board directs the process to be published in accordance with all
11 statutory and regulatory requirements.

12
13 Definitions

14
15 The following definitions apply for Title IX policies and procedures:

16
17 “Actual knowledge:” notice of sexual harassment or allegations of sexual harassment to the
18 District’s Title IX Coordinator or any official of the District who has authority to institute
19 corrective measures on behalf of the District, or to any employee of an elementary or secondary
20 school.

21
22 “Education program or activity:” includes locations, events or circumstances over which the
23 District exercised substantial control over both the individual who has been reported to be the
24 perpetrator of conduct that could constitute sexual harassment, and the context in which the
25 sexual harassment occurs.

26
27 “Complainant:” an individual who is alleged to be the victim of conduct that could constitute
28 sexual harassment.

29
30 “Respondent:” an individual who has been reported to be the perpetrator of conduct that could
31 constitute sexual harassment.

32
33 “Formal complaint:” a document filed by a Complainant or signed by the Title IX Coordinator
34 alleging sexual harassment against a Respondent and requesting that the District investigate the
35 allegation of sexual harassment.

36
37 “Supportive measures:” non-disciplinary, non-punitive individualized services offered as
38 appropriate, as reasonably available and without fee or charge to the Complainant or Respondent
39 before or after the filing of a formal complaint or where no formal complaint has been filed.

40
41 District Requirements

42
43 When the District has actual knowledge of sexual harassment in an education program or activity
44 of the District, the District will respond promptly in a manner that is not deliberately indifferent.
45 When the harassment or discrimination on the basis of sex does not meet the definition of sexual
46 harassment, the Title IX Coordinator will direct the individual to the applicable sex
47

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: 4/20/21

Reviewed on:

Revised on:

4
5 Bullying/Harassment/Intimidation

6
7 The Board will strive to provide a positive and productive working environment. Bullying,
8 harassment, intimidation, between employees, or by third parties, is strictly prohibited and shall
9 not be tolerated. This includes bullying, harassment, or intimidation via electronic
10 communication devices ("cyberbullying").

11
12 Definitions

- 13
14 1. "Third parties" include but are not limited to coaches, school volunteers, parents, school
15 visitors, service contractors or others engaged in District business, such as employees of
16 businesses or organizations participating in cooperative work programs with the District,
17 and others not directly subject to District control at inter-district and intra-District athletic
18 competitions or other school events.
19
20 2. "District" includes District facilities, District premises, and non-District property if the
21 employee is at any District-sponsored, District-approved, or District-related activity or
22 function, such as field trips or athletic events, where the employee is engaged in District
23 business.
24
25 3. "Harassment, intimidation, or bullying" means any act that substantially interferes with
26 an employees opportunities, or work performance, that takes place on or immediately
27 adjacent to school grounds, at any school-sponsored activity, on school-provided
28 transportation, or anywhere conduct may reasonably be considered to be a threat or an
29 attempted intimidation of a staff member or an interference with school purposes or an
30 educational function, and that has the effect of:
31 a. Physically harming an employee or damaging an employee's property;
32 b. Knowingly placing an employee in reasonable fear of physical harm to the
33 employee or damage to the employee's property.
34 c. Creating a hostile working environment.
35
36 4. "Electronic communication device" means any mode of electronic communication,
37 including, but not limited to, computers, cell phones, PDAs, or the internet.
38

39 Reporting

40
41 All complaints about behavior that may violate this policy shall be promptly investigated. Any
42 employee, or third party who has knowledge of conduct in violation of this policy or feels he/she
43 has been a victim of harassment, intimidation, or bullying in violation of this policy is
44 encouraged to immediately report his/her concerns to the building principal or the District
45 Administrator, who have overall responsibility for such investigations. Complaints against the
46 building principal shall be filed with the Superintendent. Complaints against the Superintendent

or District Administrator shall be filed with the Board.

The complainant shall be notified of the findings of the investigation and, as appropriate, that remedial action has been taken.

Responsibilities

The District Administrator shall be responsible for ensuring notice of this policy is provided to staff, and third parties and for the development of administrative regulations, including reporting and investigative procedures, as needed.

Consequences

Staff whose behavior is found to be in violation of this policy will be subject to discipline up to and including dismissal. Third parties whose behavior is found to be in violation of this policy shall be subject to appropriate sanctions as determined and imposed by the District Administrator or the Board. Individuals may also be referred to law enforcement officials.

Retaliation and Reprisal

Retaliation is prohibited against any person who reports or is thought to have reported a violation, files a complaint, or otherwise participates in an investigation or inquiry. Such retaliation shall be considered a serious violation of Board policy, whether or not a complaint is substantiated. False charges shall also be regarded as a serious offense and will result in disciplinary action or other appropriate sanctions.

| | | |
|------------------|----------------------|-------------------|
| Legal Reference: | 10.55.701(1)(g), ARM | Board of Trustees |
| | 10.55.801(1)(d), ARM | School Climate |

Policy History:

Adopted on: October, 2006

Reviewed on:

Revised on: 02/16/10

1 **Charlo Public School District**

2
3 **PERSONNEL**

5120

4
5 Hiring Process and Criteria

6 The Board and Superintendent/administrator will determine the screening and hiring process upon the
7 existence of each vacancy. The District will hire personnel appropriately licensed and endorsed in
8 accordance with state statutes and Board of Public Education rules, consistent with budget and staffing
9 requirements and will comply with Board policy and state law on equal employment opportunities and
10 veterans' preference. All applicants must complete a District application form to be considered for
11 employment.

12
13 Every applicant must provide the District with written authorization for a fingerprint/criminal background
14 investigation. The Superintendent will keep any conviction record confidential as required by law and
15 District policy. The district will create a determination sheet from the criminal history record. The
16 determination sheet will be kept on file at the District Office. The Criminal History Record with no
17 disqualifiers will be shredded on site immediately after review. The Criminal History Record with
18 disqualifiers will be retained on file at the District Office according to law. Every newly hired employee
19 must complete an Immigration and Naturalization Service form, as required by federal law.

20
21 Certification

22 The District requires contracted certified staff to hold valid Montana teacher or specialist certificates
23 endorsed for the roles and responsibilities for which they are employed. Failure to meet this requirement
24 shall be just cause for termination of employment. No salary warrants may be issued to a staff member,
25 unless a valid certificate for the role to which the teacher has been assigned has been registered with the
26 county superintendent within sixty (60) calendar days after a term of service begins. Every teacher and
27 administrator under contract must bring their current, valid certificate to the personnel office at the time
28 of initial employment, as well as at the time of each renewal of certification.

29
30 The custodian of records will register all certificates, noting class and endorsement of certificates, and
31 will update permanent records as necessary. The custodian of records also will retain a copy of each valid
32 certificate of a contracted certified employee in that employee's personnel file.

33
34 Reference Checks

35 The Board authorizes the Superintendent or the Superintendent's designee to inquire of past employers
36 about an applicant's employment on topics including but not limited to: title, role, reason for leaving,
37 work ethic, punctuality, demeanor, collegiality, putting the interests of students first, and suitability for
38 the position in the District. Responses to these inquiries should be documented and considered as part of
39 the screening and hiring process.

40
41 Cross Reference: 5122 Fingerprints and Criminal Background Investigations

42
43 Legal Reference: § 20-4-202, MCA Teacher and specialist certification registration
44 § 39-29-102, MCA Point preference or alternative preference in initial hiring
45 for certain applicants – substantially equivalent selection
46 procedure

47 Policy History:

48 Adopted on:

49 Reviewed on:

50 Revised on: 7/18/17, 12/19/19

Charlo School District

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

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



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 |
|------|-----------------------------|--|--|---------------------------------------|---|
| | | | | | |
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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.

1 **Charlo School District**

2
3 **PERSONNEL**

5120P
Page 1 of 3

4
5
6 Federal Background Check Fingerprint and Information Handling Procedure

- 7
8 1. Who needs to be fingerprinted: All individuals 18 years of age or older to be volunteers or
9 recommended for hire by the School District need to be fingerprinted under the National Child
10 Protection Act and Volunteers for Children's Act (NCPA/VCA).
11
12 2. The School District will obtain a signed waiver from all applicants and provide written
13 communication of Applicant Rights and Consent to Fingerprint Form at 5122F. Applicants shall
14 also be provided the Applicant Privacy statement at 5120F. The Applicant Rights and Consent to
15 Fingerprint Form will be kept on file for 5 years or for the length of employment, whichever is
16 longer. The form will be filed in the employees Personnel File.
17

18 Basis to Collect and Submit Fingerprints for Purposes of Federal Background Check

19
20 Ink fingerprints are captured in house by agency personnel that have completed and passed the
21 certification course provided by CRISS. All applicants must provide a current government issued
22 photo identification at the time of fingerprinting for identification verification. Two ink
23 fingerprint cards are captured for each applicant and all data fields are completed and checked
24 for accuracy. Complete fingerprint cards are then mailed to DOJ/CRISS along with payment.
25

26 A spreadsheet of those fingerprinted is kept by the School District to identify the individual, position
27 being hired for, date of fingerprint, date print received and date print billed.
28

29 The School District staff that have received training by CRISS will process the fingerprints and send them
30 to the DOJ.
31

32 LASO

33
34 Steve Love has been appointed as the Local Agency Security Officer and acts as the primary point of
35 contact between the School District and CRISS. Steve Love is responsible for ensuring CJIS Policy
36 compliance by all authorized recipients within the School District LASO is also responsible of any
37 Privacy and Security Agreements with those who do not use CHRI on a regular basis. Any change in
38 appointment of the LASO or other authorized personnel will be reported to CRISS immediately.
39
40

41 Access of CHRI

42
43 All background results are received by Steve Love through the State File Transfer Service. Results are
44 printed and stored in a locked filing cabinet in the business office until a determination for employment is
45 made. Only authorized personnel that have undergone Privacy and Security Information have access to
46 printed criminal history record information. Authorized recipients of CHRI include
47

48 Superintendent (Steve Love) Principal (Jon Gustafson), and the Business manager (Sara Vaughan).
49

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

5 6 Determination Procedures

7
8 Personnel staff that have been trained by CRISS and granted access to criminal history record information
9 will receive the background results through their Montana State File Transfer account.

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

13 14 Retention and Storage Procedure

15
16 All criminal history record information is stored in a locked filing cabinet within the business
17 office. Only authorized personnel, Superintendent, Principal, and the Business Manager as noted
18 in this policy have access to this information. Only authorized personnel are present during the
19 determination process when the criminal record is being reviewed.

20
21 Printed background checks are stored until a final determination for employment has been made,
22 two weeks or less. A determination form is then completed and CHRI is then destroyed in
23 accordance with the Destruction Procedure outlined in this document.

24
25 Dissemination Logs are maintained for a period of 3 years from the date of dissemination or
26 between audits, and the Applicant Rights and Consent to Fingerprint form is maintained for at
27 least five years or the length of employment, whichever is longer.

28 29 Dissemination Procedure

30
31 The School District does not disseminate criminal history record information with any other agency. A
32 copy of our determination form can be provided to outside agencies upon request.

33 34 Destruction Procedure

35
36 At the end of the retention and storage period outlined in this document, all CHRI and related
37 information is shredded in house by (authorized personnel name).

38 39 Applicant procedures for challenging or correcting their record

40
41 All applicants are given the opportunity to challenge or complete their record before a final
42 determination is made.

43
44 Applicants wishing to challenge their record are given a copy of the background report.

45
46 The applicant is then given 10 days to contact the state or agency in which the record was created
47 to make corrections. After the allotted time, the applicant must then provide the School District
48 with a copy of the corrected background report provided by and notarized by the State

1 Identification Bureau. The fee associated for a copy of the state record provided by the State
2 Identification Bureau will be the responsibility of the applicant.

3
4 Policy and procedures for misuse of CHRI

5
6 The School District does not allow dissemination of CHRI to persons or agencies that are not
7 directly involved in the hiring and determination process. If CHRI is disseminated outside of the
8 authorized receiving department, (agency LASO) will report this to CRISS immediately and
9 provide CRISS with an incident response form. The incident response form will include the
10 nature of the incident, any internal reprimands that may have resulted from the incident, as well
11 as our agencies plan to ensure that this incident does not get repeated.

12
13 Training Procedure

- 14
15 • Local Agency Security Officer (LASO)
16 ○ Signed user agreement between district and CRISS
17 • Privacy and Security Training
18 ○ CRISS training on CHRI required to receive background reports
19
20

21 Policy History:

22 Adopted on: 10/15/18

23 Reviewed on:

24 Revised on: 07/16/19, 4/20/21

1 **Charlo Public School District**

2
3 **PERSONNEL**

5121

4
5 Applicability of Personnel Policies

6
7 Except where expressly provided to the contrary, personnel policies apply uniformly to the
8 employed staff of the District. However, where there is a conflict between terms of a collective
9 bargaining agreement and District policy, the law provides that the terms of the collective
10 bargaining agreement shall prevail for staff covered by that agreement.

11
12 Board policies will govern when a matter is not specifically provided for in an applicable
13 collective bargaining agreement.

14
15
16
17 Legal Reference: § 39-31-102, MCA Chapter not a limit on legislative authority

18
19 Policy History:

20 Adopted on:

21 Revised on:

5 Fingerprints and Criminal Background Investigations

7 Board policy requires that any finalist recommended to be employed in a paid or volunteer
8 position with the District, involving regular unsupervised access to students in schools, as
9 determined by the Superintendent, shall submit to a name-based and fingerprint criminal
10 background investigation conducted by the appropriate law enforcement agency before
11 consideration of the recommendation for employment or appointment by the Board. The results
12 of the name-based check will be presented to the Board, concurrent with the recommendation for
13 employment or appointment. Any subsequent offer of employment or appointment will be
14 contingent on results of the fingerprint criminal background check, which must be acceptable to
15 the Board, in its sole discretion.

17 The following applicants for employment, as a condition for employment, will be required, as a
18 condition of any offer of employment, to authorize, in writing, a name-based and fingerprint
19 criminal background investigation:

- 21 • A certified teacher seeking full- or part-time employment with the District;
- 22 • An educational support personnel employee seeking full- or part-time employment with
- 23 the District;
- 24 • An employee of a person or firm holding a contract with the District, if the employee is
- 25 assigned to the District;
- 26 • A volunteer assigned to work in the District, who has regular unsupervised access to
- 27 students; and
- 28 • Substitute teachers.*

30 Any requirement of an applicant to submit to a fingerprint background check will be in
31 compliance with the Volunteers for Children Act of 1998 and applicable federal regulations. If
32 an applicant has any prior record of arrest or conviction by any local, state, or federal law
33 enforcement agency for an offense other than a minor traffic violation, the facts must be
34 reviewed by the Superintendent, who will decide whether the applicant will be declared eligible
35 for appointment or employment. Arrests resolved without conviction will not be considered in
36 the hiring process, unless the charges are pending.

| | | |
|------------------------|---|--|
| Legal Reference: | § 44-5-301, MCA | Dissemination of public criminal justice information |
| | § 44-5-302, MCA | Dissemination of criminal history record information that is not public criminal justice information |
| | § 44-5-303, MCA | Dissemination of confidential criminal justice information |
| | ARM 10.57.113 | Substitute Teachers |
| | Public Law 105-251, Volunteers for Children Act | |
| <u>Policy History:</u> | | |
| Adopted on: | | |
| Revised on: | | |

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 Charlo School District 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

Charlo School District

Adopted on: March 17, 2015

Reviewed on:

Revised on:

5125

PERSONNEL

Page 1 of 2

Whistle Blowing and Retaliation

When district employees know or have reasonable cause to believe that serious instances of wrongful conduct (e.g., mismanagement of district resources, violations of law and/or abuse of authority) have occurred, they should report such wrongful conduct to the Superintendent or Board Chairperson.

For purposes of this policy, the term “wrongful conduct” shall be defined to include:

- theft of district money, property, or resources;
- misuse of authority for personal gain or other non-district purpose;
- fraud;
- violations of applicable federal and state laws and regulations; and/or
- serious violations of district policy, regulation, and/or procedure.

The Board of Trustees will not tolerate any form of reprisal, retaliation or discrimination against:

- Any employee, or applicant for employment, because he/she opposed any practice that he/she reasonably believed to be made unlawful by federal or state laws prohibiting employment discrimination on the basis of sex, sexual orientation, race, color, national origin, age, religion, height, weight, marital status, handicap or disability.
- Any employee, or applicant for employment, because he/she filed a charge, testified, assisted or participated, in any manner, in an investigation, proceeding or hearing under federal or state laws prohibiting employment discrimination on the basis of sex, sexual orientation, race, color, national origin, age, religion, height, weight, marital status, handicap or disability or because he/she reported a suspected violation of such laws according to this policy; or,
- Any employee or applicant because he/she reported, or was about to report, a suspected violation of any federal, state or local law or regulation to a public body (unless the employee knew that the report was false) or because he/she was requested by a public body to participate in an investigation, hearing or inquiry held by that public body or a court.

An employee or applicant for employment who believes that he/she has suffered reprisal, retaliation or discrimination in violation of this policy shall report the incident(s) to the Superintendent or his/her designee. The Board of Trustees guarantees that no employee or applicant for employment who makes such a report will suffer any form of reprisal, retaliation or discrimination for making the report. Individuals are forbidden from preventing or interfering with whistle blowers who make good faith disclosures of misconduct.

The Board or its agents will not discharge, discipline or otherwise penalize any employee because the employee or someone acting on the employee's behalf, reports, verbally or in writing, a violation or suspected violation of any state or federal law or regulation or any town/city ordinance or regulation to a

public body, or because an employee is requested by a public body to participate in an investigation, hearing or inquiry held by that public body, or a court action. Further, the Board or its agents will not discharge, discipline or otherwise penalize any employee because the employee, or a person acting on his/her behalf, reports, verbally or in writing, to a public body, as defined in the statutes, concerning unethical practices, mismanagement or abuse of authority by the employer. This section does not apply when an employee knowingly makes a false report.

The District will exercise reasonable efforts to:

- investigate any complaints of retaliation or interference made by whistle blowers;
- take immediate steps to stop any alleged retaliation; and
- discipline any person associated with the District found to have retaliated against or interfered with a whistle blower.

The Board of Trustees considers violations of this policy to be a major offense that will result in disciplinary action, up to and including termination, against the offender, regardless of the offender's position within the District.

The Board shall make this policy available to its staff by posting it on its website with its other District policies.

Legal References: Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e-3(a)
 Age Discrimination in Employment Act, 29 U.S.C. §623 (d)
 Americans with Disabilities Act, 42 U.S.C. §12203(a) and (b)
 Fair Labor Standards Act, 29 U.S.C. §215(a)(3)
 Occupational Safety and Health Act, 29 U.S.C. §6660(c)
 Family and Medical Leave Act, 29 U.S.C. §2615
 National Labor Relations Act, 29 U.S.C. §158(a)

1 **Charlo Public School District**

2
3 **PERSONNEL**

5130

page 1 of 2

4
5 Staff Health

6
7 Medical Examinations

8
9 Through its overall safety program and various policies pertaining to school personnel, the Board
10 will promote the safety of employees during working hours and assist them in the maintenance
11 of good health. The Board will encourage all its employees to maintain optimum health through
12 the practice of good health habits.

13
14 The Board may require physical examinations of its employees, under circumstances defined
15 below. The District will maintain results of physical examinations in medical files separate from
16 the employee's personnel file and will release them only as permitted by law.

17
18 Physical Examinations

19
20 The District participates in a Pre-Placement Physical Program for all custodial and maintenance
21 personnel and other positions deemed inclusive of this policy as determined by specific Board
22 action. Subsequent to a conditional offer of employment in a position for which the District may
23 require participation in a pre-placement physical, but before commencement of work, the District
24 may require an applicant to have a medical examination and to meet any other health
25 requirements which may be imposed by the state. The District may condition an offer of
26 employment on the results of such examination, if all employees who received a conditional
27 offer of employment in the applicable job category are subject to such examination. The report
28 shall certify the employee's ability to perform the job-related functions of the position for which
29 the employee is being considered. Such examination shall be used only to determine whether the
30 applicant is able to perform with reasonable accommodation job-related functions.

31
32 All bus drivers, whether full-time, regular part-time, or temporary part-time, are required by state
33 law to have a satisfactory medical examination before employment.

34
35 Communicable Diseases

36
37 If a staff member has a communicable disease and has knowledge that a person with
38 compromised or suppressed immunity attends the school, the staff member must notify the
39 school nurse or other responsible person designated by the Board of the communicable disease
40 which could be life threatening to an immune-compromised person. The school nurse or other
41 responsible person designated by the Board must determine, after consultation with and on the
42 advice of public health officials, if the immune-compromised person needs appropriate
43 accommodation to protect their health and safety.

An employee with a communicable disease shall not report to work during the period of time in which the employee is infectious. An employee afflicted with a communicable disease capable of being readily transmitted in the school setting (e.g., airborne transmission of tuberculosis) shall be encouraged to report the existence of the illness so that precautions may be taken to protect the health of others. The District reserves the right to require a statement from an employee's primary care provider, before the employee may return to work.

Confidentiality

In all instances, District personnel will respect an individual's right to privacy and treat any medical diagnosis as confidential information. Any information obtained regarding the medical condition or history of any employee will be collected and maintained on separate forms and in separate medical files and will be treated as confidential information. Only those individuals with a legitimate need to know (i.e., those persons with a direct responsibility for the care of or for determining workplace accommodation for the staff person) will be provided necessary medical information.

Supervisors and managers may be informed of necessary restrictions on the work or duties of an employee and necessary accommodations. First aid and safety personnel may be informed, when appropriate, if a staff member with a disability might require emergency treatment.

| | | |
|------------------|--|---|
| Legal Reference: | 29 U.S.C. 794, Section 504 of the Rehabilitation Act | |
| | 29 CFR, Section 1630.14(c)(1)(2)(3) | |
| | 42 U.S.C. 12101, et seq. | Americans with Disabilities Act |
| | Title 49, Chapter 2, MCA | Illegal Discrimination |
| | Title 49, Chapter 4, MCA | Rights of Persons with Disabilities |
| | § 20-10-103(4), MCA | School bus driver qualifications |
| | ARM 16.28.1005 | Employee of School – Day Care Facility Care Provider |
| | ARM 37.111.825 | Health Supervision and Maintenance |

Policy History:

Adopted on:

Reviewed on:

Revised on: 10/01/15

1 **Charlo Public School District**

2
3 **PERSONNEL**

5140

4
5 Classified Employment and Assignment

6
7 Each classified employee will be employed under a written contract of a specified term within
8 the meaning of § 39-2-912, MCA. Such employees shall have no expectation of continued
9 employment from year to year, and contracts of employment may be renewed or nonrenewed
10 during the summer of each year, at the District's sole option.

11
12 The District reserves the right to change employment conditions affecting an employee's duties,
13 assignment, supervisor, or grade.

14
15 The Board will determine salary and wages for classified personnel.

16
17 If a classified employee is not under a contract for a specified term, the Board establishes a
18 probationary period for such employee to be one year from the date of hire.

19
20
21
22
23 Legal Reference: § 39-2-904, MCA Elements of wrongful discharge – presumptive
24 probationary period
25 *Hunter v. City of Great Falls* (2002), 2002 MT 331
26 *Whidden v. Nerison*, 294 Mont. 346, 981 P.2d 271 (1999)
27 *Bowden v. The Anaconda Co.*, 38 St. Rep. 1974 (D.C. Mont. 1981)
28 *Scott v. Eagle Watch Inv., Inc.*, 251 Mont. 191, 828 P.2d 1346 (1991)
29 *Prout v. Sears, Roebuck & Co.*, 236 Mont. 152, 722 P.2d 288 (1989)
30

31 Policy History:

32 Adopted on:

33 Revised on: 10/06, 12/15/20

1 **Charlo Public School District**

2
3 **PERSONNEL**

5210

4
5 Assignments, Reassignments, Transfers

6
7 The Superintendent may assign, reassign, and/or transfer positions and duties of all staff.
8 Teachers will be assigned at the levels and in the subjects for which they are licensed and
9 endorsed, or for which they are enrolled in an internship as defined in ARM 10.55.602 and meet
10 the requirements of ARM 10.55.607. The Superintendent will provide for a system of
11 assignment, reassignment, and transfer of classified staff, including voluntary transfers and
12 promotions. Nothing in this policy prevents reassignment of a staff member during a school
13 year.

14
15 Classified Staff

16
17 The District retains the right of assignment, reassignment, and transfer. Written notice of
18 reassignment or involuntary transfer will be given to the employee. The staff member will be
19 given opportunity to discuss the proposed transfer or reassignment with the Superintendent.
20

21 Teaching

22
23 Notice of their teaching assignments relative to grade level, building, and subject area will be
24 given to teachers before the beginning of the school year. All District employees assigned
25 extracurricular activities as a contract obligation must honor this obligation as a condition of
26 employment unless released from this responsibility by the Board.
27

28 Provisions governing vacancies, promotions, and voluntary or involuntary transfers may be
29 found in negotiated agreements or employee handbooks.
30

31 Legal Reference: *Bonner School District No. 14 v. Bonner Education Association, MEA-*
32 *MFT, NEA, AFT, AFL-CIO, (2008) 2008 MT 9*
33 § 20-4-402, MCA Duties of District Superintendent or County High
34 School Principal
35 ARM 10.55.602 Definition of Internship
36 ARM 10.55.607 Internships
37
38

39 Policy History:

40 Adopted on:

41 Reviewed on:

42 Revised on: 10/01/15

1 **Charlo Public School District**

2
3 **PERSONNEL**

5213

4
5 Vacancies

6
7 When the District determines that a vacancy exists, that vacancy may be posted in every school
8 building or, during the summer, outside the office.

9
10 Vacancies may be advertised in-District only or they may be advertised in-District and through
11 job service, Career Services at a college or university, local public advertising, and, where
12 appropriate and if time permits, through a broader regional and/or national basis. A vacancy
13 need not be advertised, as determined by the Superintendent.

14
15
16
17 Policy History:

18 Adopted on:

19 Revised on:

Charlo School District

Adopted on: 7/18/17

Reviewed on:

Revised on:

5220

PERSONNEL

Prohibition on Aiding Sexual Abuse

The district prohibits any employee, contractor or agent from assisting a school employee, contractor or agent in obtaining a new job if the individual or district knows or has probable cause to believe that such school employee, contractor or agent engaged in sexual misconduct regarding a minor or a student in violation of the law. This prohibition does not include the routine transmission of administrative and personnel files.

This prohibition does not apply under certain conditions specified by the Every Student Succeeds Act (ESSA) such as:

1. The matter has been reported to law enforcement authorities and it has been officially closed or the school officials have been notified by the prosecutor or police after an investigation that there is insufficient information to establish probable cause, or;
2. The individual has been acquitted or otherwise cleared of the alleged misconduct, or;
3. The case remains open without charges for more than 4 years after the information was reported to a law enforcement agency.

Legal Reference: ESSA section 8038, § 8546

1 **Charlo Public School District**

2
3 **PERSONNEL**

5221

4
5 Work Day

6
7 Length of Work Day - Certified Staff

8
9 The current collective bargaining agreement sets forth all conditions pertaining to the certified
10 work day, preparation periods, lunches, etc. Arrival time shall generally be as directed by the
11 principal or as stipulated in the agreement.
12

13
14 Length of Work Day - Classified Staff

15
16 The length of a work day for classified staff is governed by the number of hours for which the
17 employee is assigned. A “full-time” employee shall be considered to be an eight-(8)-hour-per-
18 day/forty-(40)-hour-per-week employee. The work day is exclusive of lunch but inclusive of
19 breaks unless otherwise and specifically provided for by an individual contract. Supervisors will
20 establish schedules. Normal office hours in the District will be 8:00 a.m. to 4:00 p.m.
21

22 Breaks

23
24 The District may make available daily morning and afternoon rest periods of fifteen (15) minutes
25 to all full-time, classified employees. Hourly personnel may take one (1) fifteen-(15)-minute rest
26 period for each four (4) hours worked in a day. Breaks normally are to be taken in
27 approximately mid-morning and mid-afternoon and should be scheduled in accordance with the
28 flow of work and with approval of the employee’s supervisor.
29

| | | |
|---------------------|-------------------------|---|
| 30 Legal Reference: | 29 USC 201 to 219 | Fair Labor Standards Act of 1985 |
| | 29 CFR 516, et seq. | FLSA Regulations |
| | § 39-3-405, MCA | Overtime compensation |
| | § 39-4-107, MCA | State and municipal governments, school |
| | | districts, mines, mills, and smelters |
| | 10.65.103(2), ARM | Program of Approved Pupil Instruction- |
| | | Related Days |
| | 24.16.102, et seq., ARM | Wages and Hours |

38
39 Policy History:

40 Adopted on:

41 Revised on:

2
3 **PERSONNEL**

5222

4
5 Evaluation of Non-Administrative Staff

6
7 Each non-administrative staff member's job performance will be evaluated by the staff member's
8 direct supervisor. Non-tenured certified staff shall be evaluated, at a minimum, on at least an
9 annual basis. Tenured certified staff members may be evaluated according to the terms stated in
10 the current collective bargaining agreement if applicable. The evaluation model shall be aligned
11 with applicable district goals, standards of the Board of Public Education, and the district's
12 mentorship and induction program. It shall identify what skill sets are to be evaluated, include
13 both summative and formative elements, and include an assessment of the educator's
14 effectiveness in supporting every student in meeting rigorous learning goals through the
15 performance of the educator's duties.

16
17 The performance of classified staff will be evaluated at the discretion of the District
18 administration.

19
20 The supervisor will provide a copy of the completed evaluation to the staff member and will
21 provide opportunity to discuss the evaluation. The original should be signed by the staff member
22 and filed with the Superintendent. If the staff member refuses to sign the evaluation, the
23 supervisor should note the refusal and submit the evaluation to the Superintendent.

24
25 Legal Reference: ARM 10.55.701(4)(a)(b) Board of Trustees

26
27
28 Policy History:

29 Adopted on:

30 Reviewed on:

31 Revised on: 10/20/2015

1 **Charlo 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: 07/16/19, 12/19/19, 1/19/21, 7/15/21

1 **Charlo Public School District**

2
3 **PERSONNEL**

5224

4
5 Political Activity

6
7 The Board recognizes its employees' rights of citizenship, including, but not limited to, engaging
8 in political activities. A District employee may seek an elective office, provided the employee
9 does not campaign on school property during working hours, and provided all other legal
10 requirements are met. The District assumes no obligation beyond making such opportunities
11 available. An employee elected to office is entitled to take a leave of absence without pay, in
12 accordance with the provisions of § 2-18-620, MCA.

13
14 No person, in or on District property, may attempt to coerce, command, or require a public
15 employee to support or oppose any political committee, the nomination or election of any person
16 to public office, or the passage of a ballot issue.

17
18 No District employee may solicit support for or in opposition to any political committee, the
19 nomination or election of any person to public office, or the passage of a ballot issue, while on
20 the job or in or on District property.

21
22 Nothing in this policy is intended to restrict the right of District employees to express their
23 personal political views.
24
25
26

27 Legal Reference: 5 USC 7321, et seq. Hatch Act
28 § 2-18-620, MCA Mandatory leave of absence for employees holding
29 public office – return requirements
30 § 13-35-226, MCA Unlawful acts of employers and employees
31

32 Policy History:

33 Adopted on:

34 Revised on:

1 **Charlo Public 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, including employees possessing a “medical marijuana” card.
12 • Distributing, consuming, using, possessing, or being under the influence of alcohol while on
13 District premises or while performing work for the District.
14

15 For purposes of this policy, a controlled substance is one that is:

- 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 any
21 property owned or leased by a school district, a public or private preschool, school, or
22 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; and
32 • Notify his or her supervisor of his or her conviction under any criminal drug statute, for a
33 violation occurring on District premises or while performing work for the District, no
34 later than five (5) days after such conviction.
35

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

- 38
39 • Provide each employee with a copy of the District drug- and alcohol-free workplace policy;
40 • Post notice of the District drug- and alcohol-free workplace policy in a place where other
41 information for employees is posted;
42 • Enlist the aid of community and state agencies with drug and alcohol informational and
43 rehabilitation programs, to provide information to District employees; and
44 • Inform employees of available drug and alcohol counseling, rehabilitation, reentry, and any
45 employee-assistance programs.

District Action Upon Violation of Policy

An employee who violates this policy may be subject to disciplinary action, including termination. 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 USC 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:

Revised on: 11/20/2007, 1/15/2008, 1/19/21

2
3 **PERSONNEL**

5228

4
5 Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers

6
7 The District will adhere to federal law and regulations requiring a drug and alcohol testing
8 program for school bus and commercial vehicle drivers.

9
10 The program will comply with requirements of the Code of Federal Regulations, Title 49, §§
11 382, et seq. The Superintendent will adopt and enact regulations consistent with federal
12 regulations, defining the circumstances and procedures for testing.

13
14
15
16 Legal Reference: 49 U.S.C. § 45101, Alcohol and Controlled Substances Testing (Omnibus
17 Transportation Employee Testing Act of 1991)
18 49 C.F.R. Parts 40 (Procedures for Transportation Workplace Drug and
19 Alcohol Testing Programs), 382 (Controlled substance and alcohol use
20 and testing), and 395 (Hours of service of drivers)

21
22 Policy History:

23 Adopted on:

24 Revised on:

**ACKNOWLEDGEMENT OF RECEIPT
POLICY 5228F**

I, _____, an employee serving as a commercially licensed driver for Charlo 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 Charlo 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 **Charlo 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.

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
- Rest and recuperation
- f. Post-deployment activities; and
- g. 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 Spouses Are District Employees

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:

1 **Charlo Public School District**

2
3 **PERSONNEL**

5230

4
5 Prevention of Disease Transmission

6
7 All District personnel will be advised of routine procedures to follow in handling body fluids.
8 These procedures, developed in consultation with public health and medical personnel, will
9 provide simple and effective precautions against transmission of diseases to persons exposed to
10 the blood or body fluids of another. The procedures will follow standard health and safety
11 practices. No distinction will 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 will provide training on procedures on a regular basis. Appropriate supplies will be
15 available to all personnel, including those involved in transportation and custodial services.
16
17
18

19 Policy History:

20 Adopted on:

21 Revised on:

1 **Charlo Public School District**

2
3 **PERSONNEL**

5231

4
5 Personnel Records

6
7 The District maintains a complete personnel record for every current and former employee. The
8 employees' personnel records will be maintained in the District's administrative office, under the
9 Superintendent's direct supervision. Employees will be given access to their personnel records,
10 in accordance with guidelines developed by the Superintendent.

11
12 In addition to the Superintendent or other designees, the Board may grant a committee or a
13 member of the Board access to cumulative personnel files. When specifically authorized by the
14 Board, counsel retained by the Board or by the employee will also have access to a cumulative
15 personnel file.

16
17 In accordance with federal law, the District shall release information regarding the professional
18 qualifications and degrees of teachers and the qualifications of paraprofessionals to parents upon
19 request, for any teacher or paraprofessional who is employed by a school receiving Title I funds,
20 and who provides instruction to their child at that school. Access to other information contained
21 in the personnel records of District employees is governed by Policy 4340.

22
23 Personnel records must be kept for 10 years after termination.

24
25 Cross Reference: 4340 Public Access to District Records

26
27 Legal Reference: Admin. R. Mont. 10.55.701(5) Board of Trustees
28 No Child Left Behind Act of 2001, (Public Law 107-334)
29 § 20-1-212(2), MCA Destruction of records by school officer.

30
31 Policy History:

32 Adopted on:

33 Reviewed on:

34 Revised on: 10/15/13, 10/01/15

1 **Charlo Public School District**

2
3 **PERSONNEL**

5231P

page 1 of 2

4
5 Personnel Records

6
7 The District shall maintain a cumulative personnel file in the administrative office for each of its
8 employees, as required by the Office of Public Instruction and current personnel policies. These
9 records are not to leave the administrative office except as specifically authorized by the
10 Superintendent, and then only by signed receipt. Payroll records are maintained separately.

11
12 Contents of Personnel Files

13
14 A personnel file may contain, but is not limited to, transcripts from colleges or universities,
15 information allowed by statute, a record of previous employment (other than college placement
16 papers for periods beyond active candidacy for a position), evaluations, copies of contracts, and
17 copies of letters of recommendation requested by an employee. All material in the personnel file
18 must be related to the employee's work, position, salary, or employment status in the District.
19 All documents, communications, and records dealing with the processing of a grievance shall be
20 filed separately from the personnel files of the participants.

21
22 No material derogatory to an employee's conduct, service, character, or personality shall be
23 placed in the file, unless such placement is authorized by the Superintendent, as indicated by his
24 initials, and unless the employee has had adequate opportunity to read the material. For the latter
25 purpose, the Superintendent shall take reasonable steps to obtain the employee's initials or
26 signature verifying the employee has received a copy of the material. If the employee refuses to
27 sign the document indicating they have had an opportunity to read it, the Superintendent will
28 place an addendum to the document, noting that the employee was given a copy but refused to
29 sign. The Superintendent will date and sign the addendum.

30
31 Disposition of Personnel Files

32
33 An employee, upon termination, may request transcripts of college and university work. Any
34 confidential college or university placement papers shall be returned to the sender or destroyed at
35 the time of employment. All other documents shall be retained and safeguarded by the District
36 for such periods as prescribed by law.

37
38 Record-Keeping Requirements Under the Fair Labor Standards Act

39
40 1. Records required for ALL employees:

- 41
42 A. Name in full (same name as used for Social Security);
43 B. Employee's home address, including zip code;
44 C. Date of birth if under the age of nineteen (19);
45 D. Sex (may be indicated with Male/Female, M/F, Mr./Mrs./Miss/Ms.);
46

- E. Time of day and day of week on which the employee's workweek begins;
- F. Basis on which wages are paid (such as \$5/hour, \$200/week, etc.);
- G. Any payment made which is not counted as part of the "regular rate";
- H. Total wages paid each pay period.

2. Additional records required for non-exempt employees:

- A. Regular hourly rate of pay during any week when overtime is worked;
- B. Hours worked in any workday (consecutive twenty-four (24) hour period);
- C. Hours worked in any workweek (or work period in case of 207[k]);
- D. Total daily or weekly straight-time earnings (including payment for hours in excess of forty (40) per week, but excluding premium pay for overtime);
- E. Total overtime premium pay for a workweek;
- F. Date of payment and the pay period covered;
- G. Total deductions from or additions to wages each pay period;
- H. Itemization of dates, amounts, and reason for the deduction or addition, maintained on an individual basis for each employee;
- I. Number of hours of compensatory time earned each pay period;
- J. Number of hours of compensatory time used each pay period;
- K. Number of hours of compensatory time compensated in cash, the total amount paid, and the dates of such payments;
- L. The collective bargaining agreements which discuss compensatory time, or written understandings with individual non-union employees.

All records obtained in the application and hiring process shall be maintained for at least two (2) years.

| | | |
|------------------|--------------------------|--------------------------|
| Legal Reference: | 29 USC 201, et seq. | Fair Labor Standards Act |
| | §§ 2-6-101, et seq., MCA | Public Records |
| | 24.9.805, ARM | Employment Records |

Procedure History:

Promulgated on:

Revised on:

1 **Charlo Public School District**

2
3 **PERSONNEL**

5232

4
5 Abused and Neglected Child 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 or neglected by anyone regardless
9 of whether the person suspected of causing the abuse or neglect is a parent or other person
10 responsible for the child's welfare, shall report the matter promptly to the Department of Public
11 Health and Human Services. Child abuse or neglect means actual physical or psychological
12 harm to a child, substantial risk of physical or psychological harm to a child, and abandonment.
13 This definition includes sexual abuse and sexual contact by or with a student. The obligation to
14 report suspected child abuse or neglect also applies to actual or attempted sexual or romantic
15 contact between a student and a staff member.

16
17 A District employee who makes a report of child abuse or neglect is encouraged to notify the
18 building administrator of the report. An employee does not discharge the obligation to personally
19 report by notifying the Superintendent or principal.

20
21 Any District employee who fails to report a suspected case of abuse or neglect to the Department
22 of Public Health and Human Services, or who prevents another person from doing so, may be
23 civilly liable for damages proximately caused by such failure or prevention and is guilty of a
24 misdemeanor. The employee will also be subject to disciplinary action up to and including
25 termination.

26
27 When a District employee makes a report, the DPHHS may share information with that
28 individual or others as permitted by law. Individuals in the District who receive information
29 related to a report of child abuse or neglect shall maintain the confidentiality of the information.

30
31 Cross Reference: Policy 5223 – Personal Conduct
32 Policy 3225- Sexual Harassment of Students

33
34 Legal Reference: § 41-3-201, MCA Reports
35 § 41-3-202, MCA Action on reporting
36 § 41-3-203, MCA Immunity from liability
37 § 41-3-205, MCA Confidentiality – disclosure exceptions
38 § 41-3-207, MCA Penalty for failure to report
39 § 45-5-501, MCA Definitions
40 § 45-5-502, MCA Sexual Assault

41
42 Policy History:

43 Adopted on:

44 Reviewed on:

45 Revised on: 10/15/13, 10/01/15, 7/12/16, 12/19/19

1 **Charlo Public School District**

5232F

3 **PERSONNEL**

5 **Charlo Public School District**
6 **Report of Suspected Child Abuse or Neglect**

8 *Original to: Department of Public Health and Human Services*

9 *Copy to: Building Principal*

11 From: _____ Title: _____

13 School: _____ Phone: _____

15 Persons contacted: ☐ Principal ☐ Teacher ☐ School Nurse ☐ Other

17 Name of Minor: _____ Date of Birth: _____

19 Address: _____ Phone: _____

21 Date of Report: _____ Attendance Pattern: _____

23 Father: _____ Address: _____ Phone: _____

25 Mother: _____ Address: _____ Phone: _____

27 Guardian or
28 Stepparent: _____ Address: _____ Phone: _____

30 Any suspicion of injury/neglect to other family members: _____

32 Nature and extent of the child's injuries, including any evidence of previous injuries, and any
33 other information which may be helpful in showing abuse or neglect, including all acts which
34 lead you to believe the child has been abused or neglected: _____

37 Previous action taken, if any: _____

40 Follow-up by Department of Public Health and Human Services (DPHHS to complete and return
41 copy to the Building Principal):

43 Date Received: _____ Date of Investigation: _____

2
3 **PERSONNEL**

5240

4
5 Resolution of Staff Complaints/Problem-Solving

6
7 As circumstances allow, the District will attempt to provide the best working conditions for its
8 employees. Part of this commitment is encouraging an open and frank atmosphere in which any
9 problem, complaint, suggestion, or question is answered quickly and accurately by District
10 supervisors or administration.

11
12 The District will endeavor to promote fair and honest treatment of all employees. Administrators
13 and employees are all expected to treat each other with mutual respect. Each employee has the
14 right to express his or her views concerning policies or practices to the administration in a
15 businesslike manner, without fear of retaliation. Employees are encouraged to offer positive and
16 constructive criticism.

17
18 Each employee is expected to follow established rules of conduct, policies, and practices.
19 Should an employee disagree with a policy or practice, the employee can express his or her
20 disagreement through the District's grievance procedure. No employee shall be penalized,
21 formally or informally, for voicing a disagreement with the District in a reasonable, businesslike
22 manner or for using the grievance procedure. **An employee filing a grievance under a**
23 **collective bargaining agreement is required to follow the grievance procedure for that**
24 **particular agreement.**

25
26
27
28 Cross Reference: 1700 Uniform Complaint Procedure

29
30 Policy History:

31 Adopted on:

32 Revised on:

1 **Charlo Public School District**

2
3 **PERSONNEL**

5250

4
5 Non-Renewal of Employment/Dismissal from Employment

6
7 The Board, after receiving the recommendations of the Superintendent, will determine the non-
8 renewal or termination of certified and classified staff, in conformity with state statutes and
9 applicable District policy.

10
11
12
13 Cross Reference: 5140 Classified Employment and Assignment

14
15 Legal Reference: § 20-4-204, MCA Termination of tenure teacher services
16 § 20-4-206, MCA Notification of nontenure teacher reelection –
17 acceptance – termination.
18 § 20-4-207, MCA Dismissal of teacher under contract

19
20 Policy History:

21 Adopted on:

22 Revised on:

1 **Charlo Public School District**

2
3 **PERSONNEL**

5251

4
5 Resignations

6
7 The Board authorizes the Superintendent [school administrator] to accept on its behalf
8 resignations from any school district employee. The Superintendent [school administrator] shall
9 provide written acceptance of the resignation, including the date of acceptance, to the employee
10 setting forth the effective date of the resignation.

11
12 Once the Superintendent [school administrator] has accepted the resignation it may not be
13 withdrawn by the employee. The resignation and its acceptance should be reported as
14 information to the Board at the next regular or special meeting.

15
16
17 Legal Reference: *Booth v. Argenbright, 225 M 272, 731 P2d 1318, 44 St. Rep. 227*
18 *(1987)*
19
20
21

22 Policy History:

23 Adopted on:

24 Revised on: 9/18/07

1 **Charlo Public School District**

2
3 **PERSONNEL**

5253

4
5 Retirement Programs for Employees

6
7 All District employees shall participate in retirement programs under the Federal Social Security
8 Act and either the Teachers' Retirement System or the Public Employees' Retirement System in
9 accordance with state retirement regulations.

10
11 Certified employees who intend to retire at the end of the current school year should notify the
12 Superintendent in writing prior to April 1 of that year **OR** according to terms of the current
13 collective bargaining agreement.

14
15 Those employees intending to retire, who are not contractually obligated to complete the school
16 year, should notify the Superintendent as early as possible and no less than sixty (60) days before
17 their retirement date.

18
19 The relevant and most current negotiated agreements for all categories of employees shall
20 specify severance stipends and other retirement conditions and benefits.

21
22 The District will contribute to the PERS whenever a classified employee is employed for more
23 than the equivalent of one hundred twenty (120) full days (960 hours) in any one (1) fiscal year.
24 Part-time employees who are employed for less than 960 hours in a fiscal year may elect PERS
25 coverage, at their option and in accordance with § 19-3-412, MCA.

26
27
28
29 Legal Reference: Title 19, Chapter 1, MCA Social Security
30 Title 19, Chapter 3, MCA Public Employees' Retirement System
31 Title 19, Chapter 20, MCA Teachers' Retirement

32
33 Policy History:

34 Adopted on:

35 Revised on:

1 **Charlo School District**

2
3 **PERSONNEL**

5254

4
5 Payment of Employer Contributions and Interest on Previous Service

6
7 A Public Employees' Retirement System (PERS) member may purchase (1) all or a portion of
8 the member's employment with an employer prior to the time the employer entered into a
9 contract for PERS coverage and (2) all or a portion of the member's employment for which
10 optional PERS membership was declined (both of which are known as previous service).

11
12 The member must file a written application with the PERS Board to purchase all or a portion of
13 the employment for service credit and membership service. The application must include salary
14 information certified by the member's employer or former employer.

15
16 The District has the option to pay, or not to pay, the employer's contributions due on previous
17 service and the option to pay, or not to pay, the outstanding interest due on the employer's
18 contributions for the previous service.

19
20 It is the policy of this District to not pay the employer's contributions due on previous service.

21
22 It is also the policy of this District to not pay the outstanding interest due on the employer's
23 contributions for the previous service.

24
25 This policy will be applied indiscriminately to all employees and former employees of this
26 District.

27
28
29
30 Legal Reference: §19-3-505, MCA Purchase of previous employment with employer

31
32
33
34 Policy History:

35 Adopted on: 01/19/2010

36 Reviewed on:

37 Revised on:

Employer Payment Policy

5254F

I. Section 19-3-505, MCA

Payment of Employer Contributions and Interest on Previous Service

A Public Employees' Retirement System (PERS) member may purchase (1) all or a portion of the member's employment with an employer prior to the time the employer entered into a contract for PERS coverage and (2) all or a portion of the member's employment for which optional PERS membership was declined (both of which are known as previous service). PERS employers must establish policies regarding payment of employer contributions and employer interest due for the previous service being purchased by an employee. The policy must be applied indiscriminately to all employees and former employees. Thus, it is our policy to:

_____ not pay the employer's contributions due on previous service.

and to:

_____ not pay the outstanding interest due on the employer's contributions for the previous service.

NAME OF EMPLOYER _____

Signature of Officer: _____

Printed Name: _____

Title of Officer: _____

Dated: _____, 20__.

1 **Charlo Public School District**

2
3 **PERSONNEL**

5255

4
5 Disciplinary Action

6
7 District employees who fail to fulfill their job responsibilities or to follow reasonable directions
8 of their supervisors, or who conduct themselves on or off the job in ways that affect their
9 effectiveness on the job, may be subject to discipline. Behavior, conduct, or action that may call
10 for disciplinary action or dismissal includes but is not limited to reasonable job-related grounds
11 based on a failure to satisfactorily perform job duties, disruption of the District's operation, or
12 other legitimate reasons.

13
14 Discipline will be reasonably appropriate to the circumstance and will include but not be limited
15 to a supervisor's right to reprimand an employee and the Superintendent's right to suspend an
16 employee, with or without pay, or to impose other appropriate disciplinary sanctions. In
17 accordance with Montana law, only the Board may terminate an employee or non-renew
18 employment.

19
20 The Superintendent is authorized to immediately suspend a staff member.
21
22
23

24 Legal Reference: § 20-3-210, MCA Controversy appeals and hearings
25 § 20-3-324, MCA Powers and duties
26 § 20-4-207, MCA Dismissal of teacher under contract
27 § 39-2-903, MCA Definitions
28 *Johnson v. Columbia Falls Aluminum Company LLC*, 2009 MT 108N.
29
30

31 Policy History:

32 Adopted on:

33 Revised on:

1 **Charlo Public School District**

2
3 **PERSONNEL**

5256

4
5 Reduction in Force

6
7 The Board has exclusive authority to determine the appropriate number of employees. A
8 reduction in employees may occur as a result of but not be limited to changes in the education
9 program, staff realignment, changes in the size or nature of the student population, financial
10 considerations, or other reasons deemed relevant by the Board.

11
12 The Board will follow the procedure stated in the current collective bargaining agreement, if
13 applicable, when considering a reduction in force. The reduction in employees will generally be
14 accomplished through normal attrition when possible. The Board may terminate employees, if
15 normal attrition does not meet the required reduction in force.

16
17 If no collective bargaining agreement covers the affected employee, the Board will consider
18 needs of the students, employee performance evaluations, staff needs, and other reasons it deems
19 relevant, in determining order of dismissal when it reduces classified staff or discontinues some
20 type of educational service.

21
22 Cross Reference: 5250 Termination from Employment, Non-Renewal of Employment

23
24 Legal Reference: § 39-2-912, MCA Exceptions

25
26
27 Policy History:

28 Adopted on:

29 Reviewed on:

30 Revised on: 07/16/19

1 **Charlo Public School District**

2
3 **PERSONNEL**

5314

4
5 Substitutes

6
7 The Board authorizes the use of substitute teachers as necessary to replace teachers who are
8 temporarily absent. The secretary shall arrange for the substitute to work for the absent teacher.
9 Under no condition is a teacher to select or arrange for a private substitute. A substitute teacher
10 may be employed to carry on a teacher's duties not to exceed 35 consecutive teaching days.

11
12 If the absence of the regular, licensed or authorized teacher continues for more than 35
13 consecutive teaching days, the substitute may be placed under contract if licensed or the board of
14 trustees shall place a licensed teacher under contract. If the board of trustees makes a written
15 declaration to the Superintendent of Public Instruction that no licensed teacher is available, the
16 district shall pursue the employment of a teacher authorized under the provisions of Admin. R.
17 Mont. 10.57.107.

18
19 The Board annually establishes a daily rate of pay for substitute teachers. No fringe benefits are
20 given to substitute teachers.

21
22 Substitutes for classified positions will be paid by the hour. When a classified employee is
23 called upon to substitute for a teacher, the teacher sub rate shall apply unless the classified rate of
24 pay is higher.

25
26 All substitute teachers will be required to undergo fingerprint and background checks.

27
28
29
30 Policy History:

31 Adopted on:

32 Revised on:

1 **Charlo Public School District**

2
3 **PERSONNEL**

5321

page 1 of 2

4
5 Leaves of Absence

6
7 Sick and Bereavement Leave

8
9 Certified employees will be granted sick leave according to terms of the current collective
10 bargaining agreement.

11
12 Classified employees will be granted sick leave benefits in accordance with § 2-18-618, MCA.
13 For classified staff, "sick leave" is defined as a leave of absence, with pay, for a sickness
14 suffered by an employee or an employee's immediate family. "Immediate family" is defined as
15 the employee's children, father, mother, brother, sister, grandparents, grandchild, father-in-law,
16 mother-in-law, brother-in-law, sister-in-law, and members of the employee's household.
17 Nothing in this policy guarantees approval of the granting of such leave in any instance. The
18 District will judge each request in accordance with this policy and governing collective
19 bargaining agreements.

20
21 It is understood that seniority will accumulate while a teacher or employee is utilizing sick leave
22 credits. Seniority will not accumulate, unless an employee is in a paid status. Abuse of sick
23 leave is cause for disciplinary action up to and including termination.

24
25 An employee who has suffered a death in the immediate family will be eligible for bereavement
26 leave. The Superintendent has authority to grant bereavement leave for up to five (5) days.
27 Bereavement leave longer than five (5) days must be approved by the Board. Such leave will not
28 exceed three (3) months unless prescribed by a physician.

29
30 Personal and Emergency Leave

31
32 Teachers will be granted personal and emergency leave according to terms of the current
33 collective bargaining agreement. Upon recommendation of the Superintendent, and in
34 accordance with law and District policy, classified staff may be granted personal leave pursuant
35 to the following conditions:

- 36
- 37 1. Leave will be without pay unless otherwise stated. If leave is to include expenses
38 payable by the District, leave approval will so state.
 - 39
 - 40 2. Leave will be granted hourly.
 - 41
 - 42 3. Notice of at least one (1) week is required for any personal leave of less than one (1)
43 week; notice of one (1) month is required for any personal leave exceeding one (1) week.
 - 44
 - 45 4. With approval of the Board, the Superintendent has the flexibility, in unusual or
46 exceptional circumstances, to grant personal leave to employees not covered by sick or

annual leave. The employee will not receive fringe benefits during any personal leave of greater than fifteen (15) days. During the leave, the employee may pay the District's share of any insurance benefit program in order to maintain those benefits, provided that is acceptable to the insurance carrier. Staff using personal leave will not earn any sick leave or annual leave credits or any other benefits during the approved leave of absence.

Civic Duty Leave

Leaves for service on either a jury or in the Legislature will be granted in accordance with state and federal law. A certified staff member hired to replace one serving in the Legislature does not acquire tenure.

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

| | | |
|------------------|---------------------|---|
| Legal Reference: | 42 USC 2000e | Equal Employment Opportunities |
| | § 2-18-601(10), MCA | Definitions |
| | § 2-18-618, MCA | Sick leave |
| | § 49-2-310, MCA | Maternity leave – unlawful acts of employers |
| | § 49-2-311, MCA | Reinstatement to job following pregnancy-related leave of absence |

Policy History:

Adopted on:

Revised on:

1 **Charlo Public School District**

2
3 **PERSONNEL**

5321P

page 1 of 2

4
5 Conditions for Use of Leave

6
7 Certified staff may use sick leave for those instances listed in the current collective bargaining
8 agreement. Classified staff may use sick leave for illness; injury; medical disability; maternity-
9 related disability, including prenatal care, birth, miscarriage, or abortion; quarantine resulting
10 from exposure to contagious disease; medical, dental, or eye examination or treatment; necessary
11 care of or attendance to an immediate family member or, at the District's discretion, another
12 relative for the above reasons until other attendants can reasonably be obtained, and death or
13 funeral attendance for an immediate family member. Leave without pay may be granted to
14 employees upon the death of persons not included in this list.

15
16 Accrual and Use of Sick Leave Credits

17
18 Certified employees will accrue and may use their sick leave credits according to the current
19 collective bargaining agreement.

20
21 Classified employees serving in positions that are permanent full-time, seasonal full-time, or
22 permanent part-time are eligible to earn sick leave credits, which will accrue from the first day of
23 employment. A classified employee must be employed continuously for a qualifying period of
24 ninety (90) calendar days in order to use sick leave. Unless there is a break in service, an
25 employee only serves the qualifying period once. After a break in service, an employee must
26 again complete the qualifying period to use sick leave. Sick leave may not be taken in advance
27 nor may leave be taken retroactively. A seasonal classified employee may carry over accrued
28 sick leave credits to the next season if management has a continuing need for the employee or,
29 alternatively, may be paid a lump sum for accrued sick leave credits when the season ends, in
30 accordance with ARM 2.21.141.

31
32 Employees, whether classified or certified, simultaneously employed in two (2) or more
33 positions, will accrue sick leave credits in each position according to the number of hours
34 worked or a proration of the contract (in the case of certified) worked. Leave credits will be used
35 only from the position in which the credits were earned and with approval of the supervisor or
36 appropriate authority for that position. Hours in a pay status paid at the regular rate will be used
37 to calculate leave accrual. Sick leave credits will not accrue for those hours exceeding forty (40)
38 hours in a work week, which are paid as overtime hours or recorded as compensatory time. A
39 full-time employee will not earn less than nor more than the full-time sick leave accrual rate
40 provided classified employees.

41
42 When an employee who has not worked the qualifying period for use of sick leave takes an
43 approved continuous leave of absence without pay in excess of fifteen (15) working days, the
44 amount of time an employee is on leave of absence will not count toward completion of the
45 qualifying period. The approved leave of absence exceeding fifteen (15) working days is not a

break in service, and the employee will not lose any accrued sick leave credits nor lose credit for time earned toward the qualifying period. An approved continuous leave of absence without pay of fifteen (15) working days or less will be counted as time earned toward the ninety (90) day qualifying period.

Calculation of Sick Leave Credits

Certified employees will earn sick leave credits at the rate stated in the current collective bargaining agreement.

Full-time classified employees will earn sick leave credits at the rate of twelve (12) working days for each year of service. Sick leave credits will be prorated for part-time employees who have worked the qualifying period. The payroll office will refine this data by keeping records per hour worked.

Sick Leave Banks

Donation of sick leave credits to and use of sick leave credits in the sick leave bank are governed by terms of the current collective bargaining agreement.

Lump-Sum Payment on Termination of Classified Employees

When a classified employee terminates employment with the District, the employee is entitled to cash compensation for one-fourth ($\frac{1}{4}$) of the employee's accrued and unused sick leave credits, provided the employee has worked the qualifying period. The value of unused sick leave is computed based on the employee's salary rate at the time of termination.

Industrial Accident

An employee who is injured in an industrial accident may be eligible for workers' compensation benefits. Use of sick leave must be coordinated with receipt of workers' compensation benefits on a case-by-case basis, by contacting the Montana Schools Group Workers' Compensation Risk Retention Program (WCRRP).

Sick Leave Substituted for Annual Leave

A classified employee who qualifies for use of sick leave while taking approved annual vacation leave, may be allowed to substitute accrued sick leave credits for annual leave credits. Medical certification of the illness or disability may be required.

Procedure History:

Promulgated on:

Revised on:

1 **Charlo School District**

2
3 **PERSONNEL**

5322

4
5 Military Leave

6
7 Pursuant to the Uniformed Services Employment and Reemployment Rights Act (USERRA) and
8 the Montana Military Service Employment Rights, the Superintendent shall grant military leave
9 to employees for voluntary or involuntary service in the uniformed services of the United States,
10 upon receipt of the required notice. Benefits shall be maintained for these employees as required
11 by law and/or collective bargaining agreements. A service member who returns to the District
12 for work following a period of active duty must be reinstated to the same or similar position and
13 at the same rate of pay unless otherwise provided by law.

14
15 Time spent in active military service shall be counted in the same manner as regular employment
16 for purposes of seniority or District service unless otherwise provided in a collective bargaining
17 agreement.

18
19 The District will not discriminate in hiring, reemployment, promotion, or benefits based upon
20 membership or service in the uniformed services.

21
22 All requests for military leave will be submitted to the Superintendent, in writing, accompanied
23 by copies of the proper documentation showing the necessity for the military leave request.

24
25 When possible, all requests for military leave will be submitted at least one (1) full month in
26 advance of the date military service is to begin.

27
28 Persons returning from military leave are asked to give the Superintendent notice of intent to
29 return, in writing, as least one (1) full month in advance of the return date.

30
31 The District shall post notice of the rights, benefits, and obligations of the District and employees
32 in the customary place for notices.

33
34 Legal Reference: 38 U.S.C. §§ 4301-4334 The Uniformed Services Employment and
35 Reemployment Act of 1994
36 §10-1-1004, MCA Rights under federal law
37 §10-1-1005, MCA Prohibition against employment
38 discrimination
39 §10-1-1006, MCA Entitlement to leave of absence
40 §10-1-1007, MCA Right to return to employment without loss
41 of benefits – exceptions – definition
42 §10-1-1009, MCA Paid military leave for public employees

43 Policy History:

44 Adopted on: 8/16/16

45 Reviewed on:

46 Revised on:

2
3 **PERSONNEL**

5325

4
5 Breastfeeding Workplace

6
7 Recognizing that breastfeeding is a normal part of daily life for mothers and infants, and that
8 Montana law authorizes mothers to breastfeed their infants where mothers and children are
9 authorized to be, the District will support women who want to continue breastfeeding after
10 returning from maternity leave.

11
12 The District shall provide reasonable unpaid break time each day to an employee who needs to
13 express milk for the employee's child, if breaks are currently allowed. If breaks are not currently
14 allowed, the District shall consider each case and make accommodations as possible. The
15 District is not required to provide break time if to do so would unduly disrupt the District's
16 operations. Supervisors are encouraged to consider flexible schedules when accommodating
17 employee's needs.

18
19 The District will make reasonable efforts to provide a room or other location, in close proximity
20 to the work area, other than a toilet stall, where an employee can express the employee's breast
21 milk. The available space will include the provision for lighting and electricity for the pump
22 apparatus. If possible, supervisors will ensure that employees are aware of these workplace
23 accommodations prior to maternity leave.

24
25
26 Legal Reference: Title 39, Chapter 2, Part 2, MCA

27
28 Policy History:

29 Adopted on: 7/24/07

30 Revised on:

2
3 **PERSONNEL**

5328

4
5 Family Medical Leave

6
7 In accordance with provisions of the Family Medical Leave Act of 1993 (FMLA), a leave of
8 absence of up to twelve (12) weeks during a twelve (12) month period may be granted to an
9 eligible employee for the following reasons: 1) birth of a child; 2) placement of a child for
10 adoption or foster care; 3) a serious health condition which makes the employee unable to
11 perform functions of the job; or 4) to care for the employee's spouse, child, or parent with a
12 serious health condition.

13
14 An employee is eligible to take FMLA leave, if the employee has been employed for at least
15 twelve (12) months and has worked at least one thousand two hundred fifty (1,250) hours during
16 the twelve (12) months immediately prior to the date leave is requested and there have been at
17 least fifty (50) District employees within seventy-five (75) miles for each working day during
18 twenty (20) or more workweeks in the current or preceding calendar year.

19
20 Employees will be required to use appropriate paid leave while on FMLA leave. Workers'
21 compensation absences will be designated FMLA leave.

22
23 The Board has determined that the twelve (12) month period during which an employee may
24 take FMLA leave is: 1) July 1 to June 30 or other specific dates.

25
26 The Superintendent has discretion to require medical certification to determine initial or
27 continued eligibility under FMLA, as well as fitness for duty.

28
29
30 NOTE: This provision applies to school districts with fifty (50) or more employees.
31 Those districts with less than fifty (50) employees must comply with notice and
32 record retention but are not obligated to provide the leave as a benefit of any
33 employee's employment.
34
35
36

37 Legal Reference: 29 CFR 825, 29 USC 2601, et seq. - Family and Medical Leave Act of
38 1993
39 §§2-18-601, et seq., MCA Leave Time
40 §§49-2-301, et seq., MCA Prohibited Discriminatory Practices
41

42 Policy History:

43 Adopted on:

44 Revised on:

1 **Charlo 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
- Rest and recuperation
- f. Post-deployment activities; and
- g. 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 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.

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: 12/19/19

Reviewed on:

Revised on:

1 **Charlo School District**

2
3 **PERSONNEL**

5330

4
5 Maternity and Paternity Leave

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

12
13 The School District shall not refuse to grant an employee a reasonable leave of absence for
14 pregnancy or require that an employee take a mandatory maternity leave for an unreasonable
15 length of time. The School District has determined that maternity leave shall not exceed ____
16 weeks unless mandated otherwise by the employee's physician. Employees will be required to
17 use appropriate accumulated paid leave concurrently while on FMLA leave.

18
19 The School District shall not deny to the employee who is disabled as a result of pregnancy any
20 compensation to which the employee is entitled as a result of the accumulation of disability or
21 leave benefits accrued pursuant to plans maintained by the employer, provided that the employer
22 may require disability as a result of pregnancy to be verified by medical certification that the
23 employee is not able to perform employment duties.

24
25 An employee who has signified her intent to return at the end of her maternity leave of absence
26 shall be reinstated to her original job or an equivalent position with equivalent pay and
27 accumulated seniority, retirement, fringe benefits, and other service credits.

28
29 The School District will review requests for Paternity Leave in accordance with any applicable
30 policy or collective bargaining agreement provision governing use of leave for family purposes.

31
32 Legal Reference: § 49-2-310, MCA Maternity leave – unlawful acts of employers
33 § 49-2-311, MCA Reinstatement to job following pregnancy-related
34 leave of absence
35 Admin. R. Mont. 24.9.1201—1207 Maternity Leave

36
37 Policy History:

38 Adopted on: 12/19/19

39 Reviewed on:

40 Revised on:

1 **Charlo Public School District**

2
3 **PERSONNEL**

5331

4
5 Insurance Benefits for Employees

6
7 Newly hired employees (certified and classified) are eligible for insurance benefits offered by the
8 District for the particular bargaining unit to which an employee belongs. All insurance benefit
9 language in the current classified collective bargaining agreement will dictate the benefits
10 offered to classified employees working less than full time.

11
12 A medical examination at the expense of the employee may be required, if the employee elects to
13 join the District health insurance program after initially refusing coverage during the “open
14 season” (*July). An eligible employee wishing to discontinue or change health insurance
15 coverage must initiate the action by contacting the personnel office and completing appropriate
16 forms.

17
18 Anniversary dates of the health and dental insurance policies for the District shall be July 1st
19 through June 30th.

20
21
22
23 Legal Reference: § 2-18-702, MCA Group insurance for public employees and officers
24 § 2-18-703, MCA Contributions

25
26 Policy History:

27 Adopted on:

28 Revised on:

1 **Charlo Public School District**

2
3 **PERSONNEL**

5333

4
5 Holidays

6
7 Holidays for certified staff are dictated in part by the school calendar. Temporary employees
8 will not receive holiday pay. Part-time employees will receive holiday pay on a prorated basis.

9
10 The holidays required for classified staff, by § 20-1-305, MCA, are:

- 11
12 1. Independence Day
13 2. Labor Day
14 3. Thanksgiving Day
15 4. Christmas Day
16 5. New Year's Day
17 6. Memorial Day
18 7. State and national election days when the school building is used as a polling place and
19 conduct of school would interfere with the election process.
20

21 When an employee, as defined above, is required to work any of these holidays, another day
22 shall be granted in lieu of such holiday, unless the employee elects to be paid for the holiday in
23 addition to the employee's regular pay for all time worked on the holiday.
24

25 When one of the above holidays falls on Sunday, the following Monday will not be a holiday.
26 When one of the above holidays falls on Saturday, the preceding Friday will not be a holiday.
27

28 When a holiday occurs during a period in which vacation is being taken by an employee, the
29 holiday will not be charged against the employee's annual leave.
30

31
32
33 Legal Reference: § 20-1-305, MCA School holidays
34

35 Policy History:

36 Adopted on:

37 Revised on:

1 **Charlo Public School District**

2
3 **PERSONNEL**

5334

4
5 Vacations

6
7 Classified and 12-month administrative employees will accrue annual vacation leave benefits in
8 accordance with §§ 2-18-611, 2-18-612, 2-18-614 through 2-18-617 and 2-18-621, MCA.

9 Nothing in this policy guarantees approval for granting specific days as annual vacation leave in
10 any instance. The District will judge each request for vacation in accordance with staffing needs.

11
12 Employees of less than six (6) months duration will not accrue vacation benefits.
13
14
15

| | | |
|---------------------|-----------------|--|
| 16 Legal Reference: | § 2-18-611, MCA | Annual vacation leave |
| | § 2-18-612, MCA | Rate earned |
| | § 2-18-617, MCA | Accumulation of leave – cash for unused – transfer |

17
18
19
20 Policy History:

21 Adopted on:

22 Revised on:

1 **Charlo Public School District**

3 **PERSONNEL**

5334P
page 1 of 2

5 Vacations

7 All classified employees, except those in a temporary status, serving more than six (6) months,
8 are eligible to earn vacation leave credits retroactive to the date of employment. Leave credits
9 may not be advanced nor may leave be taken retroactively. A seasonal employee's accrued
10 vacation leave credits may be carried over to the next season, if management has a continuing
11 need for the employee, or paid out as a lump-sum payment to the employee when the season
12 ends (generally in June). The employee may request a lump-sum payment at the end of each
13 season.

15 Vacation is earned according to the following schedule:

17 RATE-EARNED SCHEDULE

| 19 Years of | Working Days |
|----------------------|------------------------|
| 20 <u>Employment</u> | <u>Credit per Year</u> |
| 21 1 day - 10 years | 15 |
| 22 10 - 15 years | 18 |
| 23 15 - 20 years | 21 |
| 24 20 years on | 24 |

26 Time as an elected state, county, or city official, as a school teacher, or as an independent
27 contractor, does not count toward the rate earned. For purposes of this paragraph, an employee
28 of the District or the university system is eligible to have school district or university
29 employment time count toward the rate-earned schedule, if that employee was eligible for annual
30 leave in the position held with the school district or university system.

32 Maximum Accrual of Vacation Leave

34 All full-time and part-time employees serving in permanent and seasonal positions may
35 accumulate two (2) times the total number of annual leave credits they are eligible to earn per
36 year, according to the rate-earned schedule.

38 Annual Pay-Out

40 The District may, in its sole discretion and/or subject to the terms of a collective bargaining
41 agreement, provide cash compensation in January of each year for unused vacation leave in lieu
42 of the accumulation of vacation leave.

44 Lump-Sum Payment Upon Termination

46 An employee who terminates employment for reasons not reflecting discredit on the employee

shall be entitled, upon the date of such termination, to cash compensation for unused vacation leave, assuming that the employee has worked the qualifying periods set forth in § 2-18-611, MCA. The District shall not pay accumulated leaves to employees who have not worked the qualifying period.

Legal Reference: § 2-18-611 - § 2-18-617, MCA

Procedure History:

Promulgated on:

Revised on:

2
3 **PERSONNEL**

5336

4
5 Compensatory Time and Overtime for Classified Employees

6
7 Non-exempt classified employees who work more than forty (40) hours in a given workweek
8 may receive overtime pay of one and one-half (1½) times the normal hourly rate, unless the
9 District and the employee agree to the provision of compensation time at a rate of one and one-
10 half (1½) times all hours worked in excess of forty (40) hours in any workweek. The
11 Superintendent must approve any overtime work of a classified employee.

12
13 Under Montana law and the Federal Fair Labor Standards Act, a classified employee may not
14 volunteer to work without pay in an assignment similar to his or her regular work.

15
16 A non-exempt employee who works overtime without authorization may be subject to
17 disciplinary action.

18
19 Blended Time

20
21 Classified Employees working two or more jobs for the District at different rates of pay shall be
22 paid overtime at a weighted average of the differing wages. This shall be determined by dividing
23 the total regular remuneration for all hours worked by the number of hours worked in that week
24 to arrive at the weighted average. One half that rate is then multiplied times the number of hours
25 worked over 40 to arrive at the overtime compensation due.

26
27 Example: Employee works one job at 30 hrs./week at 10.00/hr. The same employee works a
28 different job at 20 hrs./week at \$12.00/hr. (Same district). The employee would get \$300.00 per
29 week for the 30 hr/week job (\$10.00X30) and \$240.00 per week for the 20 hr./week job
30 (\$12.00X20). A total of \$540.00 (regular remuneration). Divide \$540.00 by 50(total hours
31 worked) = \$10.8/hr (weighted average). One-half that rate (\$10.80/2 = \$5.40) is multiplied by
32 10 (number of hours over 40). \$54.00 is the amount of overtime compensation due the employee
33 based on the "blended time".

34
35
36
37
38 Legal Reference: 29 USC 201, et seq. Fair Labor Standards Act

39
40 Policy History:

41 Adopted on:

42 Revised on: 04/21/15

1 **Charlo Public School District**

2
3 **PERSONNEL**

5337

4
5 Workers' Compensation Benefits

6
7 All employees of the District are covered by workers' compensation benefits. In the event of an
8 industrial accident, an employee should:

- 9
10 1. Attend to first aid and/or medical treatment during an emergency;
11
12 2. Correct or report as needing correction a hazardous situation as soon as possible after an
13 emergency situation is stabilized;
14
15 3. Report the injury or disabling condition, whether actual or possible, to the immediate
16 supervisor, within forty-eight (48) hours, on the Employer's First Report of Occupational
17 Injury or Disease; and
18
19 4. Call or visit the administrative office after medical treatment, if needed, to complete the
20 necessary report of accident and injury on an Occupational Injury or Disease form.
21

22 The administrator will notify the immediate supervisor of the report and will include the
23 immediate supervisor as necessary in completing the required report.
24

25 An employee who is injured in an industrial accident may be eligible for workers' compensation
26 benefits. By law, employee use of sick leave must be coordinated with receipt of workers'
27 compensation benefits, on a case-by-case basis, in consultation with the Workers' Compensation
28 Division, Department of Labor and Industry.
29

30 The District will not automatically and simply defer to a report of industrial accident but will
31 investigate as it deems appropriate to determine: (1) whether continuing hazardous conditions
32 exist which need to be eliminated; and (2) whether in fact an accident attributable to the District
33 working environment occurred as reported. The District may require the employee to authorize
34 the employee's physician to release pertinent medical information to the District or to a
35 physician of the District's choice, should an actual claim be filed against the Workers'
36 Compensation Division, which could result in additional fees being levied against the District.
37
38
39

40 Legal Reference: §§ 39-71-101, et seq., MCA Workers' Compensation Act
41

42 Policy History:

43 Adopted on:

44 Revised on:

1 **Charlo Public School District**

2
3 **PERSONNEL**

5420

4
5 Paraprofessionals

6
7 Paraprofessionals, as defined in the appropriate job descriptions, are under the supervision of a
8 principal and a teacher to whom the principal may have delegated responsibility for close
9 direction. The nature of the work accomplished by paraprofessionals will encompass a variety of
10 tasks that may be inclusive of “limited instructional duties.”

11
12 Paraprofessionals are employed by the District mainly to assist the teacher. A paraprofessional
13 is an extension of the teacher, who legally has the direct control and supervision of the classroom
14 or playground and responsibility for control and the welfare of the students.

15
16 It is the responsibility of each principal and teacher to provide adequate training for a
17 paraprofessional. This training should take into account the unique situations in which a
18 paraprofessional works and should be designed to cover the general contingencies that might be
19 expected to pertain to that situation. During the first thirty (30) days of employment, the
20 supervising teacher or administrator shall continue to assess the skills and ability of the
21 paraprofessional to assist in reading, writing, and mathematics instruction.

22
23 The Superintendent shall develop and implement procedures for an annual evaluation of
24 paraprofessionals. Evaluation results shall be a factor in future employment decisions.

25
26 If the school receives Title I funds, the District shall notify parents of students attending the
27 school annually that they may request the District to provide information regarding the
28 professional qualifications of their child’s paraprofessionals, if applicable.

29
30 Legal Reference: 20 U.S.C. § 6319 Qualifications for teachers and paraprofessionals

31
32 Policy History:

33 Adopted on:

34 Reviewed on:

35 Revised on: 7/18/17

Charlo School District

Adopted on: 7/18/17

Reviewed on:

Revised on:

5420F

PERSONNEL

ESSA Qualification Notifications

ANNUAL NOTIFICATION - OPTION TO REQUEST PROFESSIONAL QUALIFICATIONS

| | |
|----------------------|-----------------------|
| TO: _____ | FROM _____ |
| <i>Parent's Name</i> | <i>School Name</i> |
| DATE _____ | RE _____ |
| | <i>Student's Name</i> |
| | GRADE _____ |

Dear Parent/Guardian,

Because our District receives federal funds for Title I programs as a part of the Every Student Succeeds Act (ESSA), you may request information regarding the professional qualifications of your child's teacher(s) and paraprofessional(s), if applicable.

If you would like to request this information, please contact _____
by phone at _____ or by e-mail at _____.

Sincerely, _____
Principal/designee

1 **Charlo School District**

2
3 **PERSONNEL**

5430

4
5 Chaperones

6
7 The Superintendent may direct that appropriate screening processes be implemented to assure
8 that adult chaperones are suitable and acceptable for accompanying students on field trips or
9 excursions.

10
11 When serving as a chaperone for the District, the parent(s)/guardian(s) or other adult volunteers,
12 including employees of the District, assigned to chaperone, shall not use tobacco products in the
13 presence of students, nor shall they consume any alcoholic beverages nor use any illicit drug
14 during the duration of their assignment as a chaperone, including during the hours following the
15 end of the day's activities for students. The chaperone shall not encourage or allow students to
16 participate in any activity that is in violation of district policy during the field trip or excursion,
17 including during the hours following the end of the day's activities. Chaperones shall be given a
18 copy of these rules and sign a letter of understanding verifying they are aware of and agree to
19 these District rules before being allowed to accompany students on any field trip or excursion.

20
21 Any chaperone found to have violated these rules shall not be used again as a chaperone for any
22 District-sponsored field trips or excursions and may be excluded from using District-sponsored
23 transportation for the remainder of the field trip or excursion and be responsible for their own
24 transportation back home. Employees found to have violated these rules may be subject to
25 disciplinary action.

26
27
28
29 Policy History:

30 Adopted on:

31 Revised on:

**VOLUNTEER AGREEMENT FORM
COACH/HELPER/AIDE/CHAPERONE**

5430F

I, _____ (the Volunteer) hereby agree to serve Charlo Public Schools (the District) on a volunteer basis as a _____.

Please initial next to each statement:

- _____ The Volunteer understands any volunteer services will not be compensated now or in the future.
- _____ The Volunteer has been informed and understands that volunteer services rendered do not create an employee-employer relationship between the Volunteer and the District for the position stated above.
- _____ The Volunteer understands that the District may not carry worker's compensation insurance and does not carry medical insurance for a person serving as a volunteer in the position stated above.
- _____ The Volunteer understands that the mutually established schedule of services for the position stated above carries no obligation for either party and maybe adjusted at any time.
- _____ The Volunteer understands that services as a volunteer may be terminated at any time.
- _____ The Volunteer understands that they are under the direction of the school district at all times during their service as a volunteer and must follow directives given by district employees.
- _____ The Volunteer understands that they are to follow all laws, policies, and rules regarding student and employee confidentiality during their service as a volunteer.
- _____ The Volunteer understands that they are to follow district policy as well as local, state, federal and other applicable law during their service as a volunteer.
- _____ The Volunteer understands that they are not to use alcohol, tobacco or other drugs around students at any time whether on school property or not.
- _____ The Volunteer understands that they are not to encourage students to violate district policy. The Volunteer further understands that if they observe a student violating district policy they are to report the behavior to the supervising district employee immediately.
- _____ The Volunteer understands that any violation of this agreement, district policy or any local, state, federal or other applicable law can result in permanent termination of volunteer privileges and possible legal action.
- _____ The Volunteer is 18 years of age or older.
- _____ The Volunteer understands that his authorization only applies to the ____ / ____ school year.
- _____ The Volunteer understands that if the position stated above involves regular unsupervised access to students in schools they shall submit to a name-based and fingerprint criminal background investigation conducted by the appropriate law enforcement agency prior to consideration of this agreement.

I understand that should I have been found to have violated these rules, I will not be used again as a chaperone for any District-sponsored field trips or excursions and may be excluded from using District-sponsored transportation for the remainder of the field trip or excursion and that I will be responsible for my own transportation back home.

DISTRICT REPRESENTATIVE

DATE

VOLUNTEER SIGNATURE

DATE

1 **Charlo Public School District**

2
3 **PERSONNEL**

5440

4
5 Student Teachers/Interns

6
7 The District recognizes its obligation to assist in the development of members of the teaching
8 profession. The District shall make an effort to cooperate with accredited institutions of higher
9 learning in the education of student teachers and other professionals in training (such as interns)
10 by providing a reasonable number of classroom and other real-life situations each year.

11
12 The District and the respective training institutions shall enter into mutually satisfactory
13 agreements whereby the rules, regulations, and guidelines of the practical experiences shall be
14 established.

15
16 The Superintendent shall coordinate all requests from cooperating institutions for placement with
17 building principals so that excessive concentrations of student teachers and interns shall be
18 avoided. As a general rule:

- 19
20 (1) a student teacher shall be assigned to a teacher or other professional who has agreed to
21 cooperate and who has no less than three (3) years of experience in the profession;
22
23 (2) a supervising professional shall be assigned no more than one (1) student teacher/intern
24 per school year;
25
26 (3) the supervising professional shall remain responsible for the class;
27
28 (4) the student teacher shall assume the same conditions of employment as a regular teacher
29 with regard to meeting the health examination requirements, length of school day,
30 supervision of co-curricular activities, staff meetings, and in-service training; and
31
32 (5) the student teacher shall be subject to the District policy regarding background checks, if
33 the student teacher has unsupervised access to children.
34
35
36

37 Cross Reference: 5122 Fingerprints and Criminal Background Investigations

38
39 Legal Reference: § 20-4-101(2) and (3), MCA System and definitions of teacher and
40 specialist certification – student teacher exception
41

42 Policy History:

43 Adopted on:

44 Revised on:

1 **Charlo Public School District**

2
3 **PERSONNEL**

5450

Page 1 of 2

4
5
6 Employee Electronic Mail and On-Line Services Usage

7
8 Electronic mail ("e-mail") is defined as a communications tool whereby electronic messages are
9 prepared, sent, and retrieved on personal computers. On-line services (i.e., the Internet) are
10 defined as a communications tool whereby information, reference material, and messages are
11 sent and retrieved electronically on personal computers.

12
13 Because of the unique nature of e-mail/Internet, and because the District desires to protect its
14 interest with regard to its electronic records, the following rules have been established to address
15 e-mail/Internet usage by all employees:

16
17 The District e-mail and Internet systems are intended to be used for educational purposes only,
18 and employees should have no expectation of privacy when using the e-mail or Internet systems
19 for any purpose. Employees have no expectation of privacy in district owned technology
20 equipment, including but not limited to district-owned desktops, laptops, memory storage
21 devices, and cell phones.

22
23 Users of District e-mail and Internet systems are responsible for their appropriate use. All illegal
24 and improper uses of the e-mail and Internet system, including but not limited to extreme
25 network etiquette violations including mail that degrades or demeans other individuals,
26 pornography, obscenity, harassment, solicitation, gambling, and violating copyright or
27 intellectual property rights, are prohibited. Abuse of the e-mail or Internet systems through
28 excessive personal use, or use in violation of the law or District policies, will result in
29 disciplinary action, up to and including termination of employment.

30
31 All e-mail/Internet records are considered District records and should be transmitted only to
32 individuals who have a need to receive them. If the sender of an e-mail or Internet message does
33 not intend for the e-mail or Internet message to be forwarded, the sender should clearly mark the
34 message "Do Not Forward."

35
36 In order to keep District e-mail and Internet systems secure, users may not leave the terminal
37 "signed on" when unattended and may not leave their password available in an obvious place
38 near the terminal or share their password with anyone except the system administrator. The
39 District reserves the right to bypass individual passwords at any time and to monitor the use of
40 such systems by employees.

41
42 Additionally, District records and e-mail/Internet records are subject to disclosure to law
43 enforcement or government officials or to other third parties through subpoena or other process.
44 Consequently, the District retains the right to access stored records in cases where there is
45
46

reasonable cause to expect wrongdoing or misuse of the system and to review, store, and disclose all information sent over the District e-mail systems for any legally permissible reason, including but not limited to determining whether the information is a public record, whether it contains information discoverable in litigation, and to access District information in the employee's absence. Employee e-mail/Internet messages may not necessarily reflect the views of the District.

Except as provided herein, District employees are prohibited from accessing another employee's e-mail without the expressed consent of the employee. All District employees should be aware that e-mail messages can be retrieved, even if they have been deleted, and that statements made in e-mail communications can form the basis of various legal claims against the individual author or the District.

E-mail sent or received by the District or the District's employees may be considered a public record subject to public disclosure or inspection. All District e-mail and Internet communications may be monitored.

Policy History:

Adopted on:

Revised on:

1 **Charlo School District**

2
3 **PERSONNEL**

5500

4
5 Payment of Wages Upon Termination

6
7 When a District employee separates from employment, wages owed will be paid on the next
8 regular pay day for the pay period in which the employee left employment or within fifteen (15)
9 days, whichever occurs first.

10
11 In the case of an employee discharged for allegations of theft connected to the employee's work,
12 the District may withhold the value of the theft, provided:

- 13
14 • The employee agrees in writing to the withholding; or
15
16 • The District files a report of the theft with law enforcement within seven (7) business
17 days of separation.

18
19 If no charges are filed within thirty (30) days of the filing of a report with law enforcement,
20 wages are due within a thirty-(30)-day period.

21
22
23
24 Legal Reference: § 39-3-205, MCA Payment of wages when employee separated from
25 employment prior to payday – exceptions
26

27 Policy History:

28 Adopted on:

29 Reviewed on:

30 Revised on: October, 2006, 10/01/15, 7/17/18

PERSONNEL

5510

page 1 of 5

HIPAA*Note:*

(1) Any school district offering a group “health care plan” for its employees is affected by HIPAA. School districts offering health plans that are self-insured will be entirely responsible for compliance with HIPAA, despite a third party administrator managing the plan. School districts may also be subject to HIPAA as a “health care provider” by either having a school-based health center or a school nurse. School-based health centers staffed and serviced by a hospital or local health department are responsible for complying with HIPAA if there is a sharing of records containing health information. For those districts providing the services of a school nurse, HIPAA regulations issued in 2000 commented that an “educational institution that employs a school nurse is subject to [the] regulations as a health care provider if the school nurse or the school engaged in a HIPAA transaction.” This transaction occurs when a school nurse submits a claim electronically.

(2) Any personally identifiable health information contained in an “education record” under FERPA is subject to FERPA, not HIPAA.

Background**Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

The District’s group health plan is a Covered Entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, the Standards for the Privacy of Individually Identifiable Information. In order to comply with HIPAA and its related regulations, the District has implemented the following HIPAA Privacy Policy:

The HIPAA Privacy Rule

HIPAA required the federal government to adopt national standards for ***electronic health care transactions***. At the same time, Congress recognized that advances in electronic technology could erode the privacy of health information and determined there was a need for national privacy standards. As a result HIPAA included provisions which mandated the adoption of federal privacy standards for individually identifiable health information.

The standards found in the Privacy Rule are designed to protect and guard against the misuse of individually identifiable health information, with particular concern regarding employers using an employee’s (or dependent’s) health information from the group health plan to make adverse employment-related decisions. The Privacy Rule states that verbal, written, or electronic information that can be used to connect a person’s name or identity with medical, treatment, or

health history information is Protected Health Information (PHI) under the HIPAA Privacy Rule.

Under the HIPAA Privacy Rule:

1. Individuals have a right to access and copy their health record to the extent allowed by HIPAA.
2. Individuals have the right to request an amendment to their health record. The plan may deny an individual's request under certain circumstances specified in the HIPAA Privacy Rule.
3. Individuals have the right to an accounting of disclosures of their health record for reasons other than treatment, payment, or healthcare operations.
4. PHI, including health, medical, and claims records, can be used and disclosed without authorization for specific, limited purposes (treatment, payment, or operations of the group health plan). A valid authorization from the individual must be provided for use or disclosure for other than those purposes.
5. Safeguards are required to protect the privacy of health information.
6. Covered entities are required to issue a notice of privacy practices to their enrollees.
7. Violators are held accountable with civil and criminal penalties for improper use or disclosure of PHI.

Compliance

The District Clerk has been designated Privacy Officer. The Privacy Officer will oversee all ongoing activities related to the development, implementation, maintenance of, and adherence to the District's policies and procedures covering the privacy of and access to patient health information in compliance with HIPAA, other applicable federal and state laws, and the District's privacy practices.

As required for a Covered Entity under HIPAA, the plan has developed these internal privacy policies and procedures to assure that PHI is protected and that access to and use and disclosure of PHI are restricted in a manner consistent with HIPAA's privacy protections. The policies and procedures recognize routine and recurring disclosures for treatment, payment, and healthcare operations and include physical, electronic, and procedural safeguards to protect PHI. The procedures include safeguards for sending PHI via mail or fax, receiving PHI for plan purposes, and workstation safeguards and procedures for securing and retaining PHI received by the plan. Plan participants are entitled to receive a copy of the plan's policies and procedures upon request.

Designating a limited number of privacy contacts allows the District to control who is receiving PHI from the contract claims payor for plan operations purposes. The contract claims payor will provide only the minimum PHI necessary for the stated purpose and, as required under the Privacy Rule, will provide PHI only to individuals with a legitimate need to know for plan operations purposes.

The District has distributed a notice of privacy practices to plan participants. The notice informs plan participants of their rights and the District's privacy practices related to the use and disclosure of PHI.

The District has reviewed how PHI is used and disclosed by the plan and has limited disclosure of that information to employees who have a legitimate need to know or possess the PHI for healthcare operations and functions. The District will make reasonable efforts to use de-identified information whenever possible in the operations of the plan and will only use the minimum PHI necessary for the stated purpose.

Some of the District's employees need access to PHI in order to properly perform the functions of their jobs. The District has identified these employees and has given them training in the important aspects of the HIPAA Privacy Rule, the privacy policy, and procedures. New employees who will have access to PHI will receive training on the HIPAA Privacy Rule and related policies and procedures as soon as reasonably possible after they are employed. Employees who improperly use or disclose PHI or misuse their access to that information may be subject to disciplined, as deemed appropriate.

In the event the group health plan must disclose PHI in the course of performing necessary plan operations functions or as required by law or a governmental agency, the District has developed a system to record those disclosures and requests for disclosures. An individual may request a list of disclosures of his or her PHI made by the plan for other than treatment or claims payment purposes. All requests for an accounting of PHI disclosures must be made in writing, and the plan may impose fees for the cost of production of this information. Requests will be responded to within sixty (60) days. If the plan is not able to provide the requested information within sixty (60) days, a written notice of delay will be sent to the requesting individual, with the reasons for the delay and an estimated time for response.

In order to comply with the new privacy regulations, the plan has implemented compliant communication procedures. Except for its use in legitimate healthcare operations, written permission will be required in order for the District to disclose PHI to or discuss it with a third party.

The HIPAA Privacy Rule prohibits the District from disclosing medical information without the patient's written permission other than for treatment, payment, or healthcare operations purposes.

An authorization signed by the patient and designating specified individuals to whom the District may disclose specified medical information must be on file, before the plan can discuss a patient's medical information with a third party (such as a spouse, parent, group health plan representative, or other individual).

The District has taken the following steps to ensure PHI is safeguarded:

- The District has implemented policies and procedures to designate who has and who does not have authorized access to PHI.
- Documents containing PHI are kept in a restricted/locked area.
- Computer files with PHI are password protected and have firewalls making unauthorized access difficult.
- Copies of PHI will be destroyed when information is no longer needed, unless it is required by law to be retained for a specified period of time.
- The District will act promptly to take reasonable measures to mitigate any harmful effects known to the group health plan, due to a use or disclosure of PHI in violation of the plan's policies, procedures, or requirements of the HIPAA Privacy Rule.
- The District will appropriately discipline employees who violate the District's group health plan's policies, procedures, or the HIPAA Privacy Rule, up to and including termination of employment if warranted by the circumstances.

The District has received signed assurances from the plan's business associates that they understand the HIPAA Privacy Rule, applicable regulations, and the Privacy Policy and will safeguard PHI just as the plan would.

The contract claims payor and certain other entities outside the group health plan require access on occasion to PHI, if they are business associates of the group health plan and in that role need to use, exchange, or disclose PHI from the group health plan. The plan requires these entities to sign an agreement stating they understand HIPAA's privacy requirements and will abide by those rules just as the group health plan does, to protect the PHI to which they have access. For example the plan engages a certified public accountant to audit the plan annually and to make sure payments are made in compliance with the Plan Document. In order for the CPA to complete an audit, the auditor reviews a sample of the claims for accuracy.

The District will ensure health information will not be used in making employment and compensation decisions. The HIPAA Privacy Rule and other applicable laws expressly prohibit an employer from making adverse employment decisions (demotions, terminations, etc.) based

on health information received from the group health plan. To the extent possible, the District has separated the plan operations functions from the employment functions and has safeguards in place to prevent PHI from the plan from going to or being used by an employee's supervisor, manager, or superior to make employment-related decisions.

Complaints

If an employee believes their privacy rights have been violated, they may file a written complaint with the Privacy Officer. No retaliation will occur against the employee for filing a complaint. The contact information for the Privacy Officer is:

Charlo District Clerk
Charlo Public School District
PO Box 10
Charlo, Montana 59824

Policy History:

Adopted on:

Revised on:

CHARLO SCHOOL DISTRICT

R = required

6000 SERIES ADMINISTRATION

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| R 6410 | Evaluation of Administrative Staff |
| 6420 | Professional Growth and Development |

1 **Charlo Public School District**

2
3 **ADMINISTRATION**

6000

4
5 Goals

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

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

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

27 Policy History:

28 Adopted on:

29 Revised on:

2
3 **ADMINISTRATION**

6110

4
5 Superintendent

6
7 Duties and Authorities

8
9 The Superintendent is the District's executive officer and is responsible for the administration and
10 management of District schools, in accordance with Board policies and directives and state and federal
11 law. The Superintendent is authorized to develop administrative procedures to implement Board policy
12 and to delegate duties and responsibilities; however, delegation of a power or duty does not relieve the
13 Superintendent of responsibility for that which was delegated.
14

15 Qualifications and Appointment

16
17 The Superintendent will have the experience and skills necessary to work effectively with the Board,
18 District employees, students, and the community. The Superintendent must be appropriately licensed and
19 endorsed in accordance with state statutes and Board of Public Education rules; or considered
20 appropriately assigned if the Superintendent is enrolled in an internship program as defined in ARM
21 10.55.602 and meets the requirements of ARM 10.55.607 and ARM 10.55.702.
22

23 Evaluation

24
25 At least annually the Board will evaluate the performance of the Superintendent, using standards and
26 objectives developed by the Superintendent and the Board, which are consistent with District mission and
27 goal statements. A specific time shall be designated for a formal evaluation session. The evaluation will
28 include a discussion of professional strengths, as well as performance areas needing improvement.
29

30 Compensation and Benefits

31
32 The Board and the Superintendent will enter into a contract which conforms to this policy and state law.
33 The contract will govern the employment relationship between the Board and the Superintendent.
34

| | | |
|---------------------|-----------------|---|
| 35 Legal Reference: | § 20-4-402, MCA | Duties of district superintendent or county high school |
| | | principal |
| | ARM 10.55.602 | Definition of Internship |
| | ARM 10.55.607 | Internships |
| | ARM 10.55.702 | Licensure and Duties of District Administrator – |
| | | District Superintendent |

40
41

42 Policy History:

43 Adopted on:

44 Reviewed on:

45 Revised on: 10/01/15

ADMINISTRATION

6110P
page 1 of 2

Superintendent

The Board shall:

Select the Superintendent and delegate to him/her all necessary administrative powers.

Adopt policies for the operations of the school system and review administrative procedures.

Formulate a statement of goals reflecting the philosophy of the District.

Adopt annual objectives for improvement of the District.

Approve courses of study.

Approve textbooks.

Approve the annual budget.

Employ certificated and classified staff, in its discretion, upon recommendation of the Superintendent.

Authorize the allocation of certificated and classified staff.

Approve contracts for construction, remodeling, or major maintenance.

The Superintendent shall:

Serve as chief executive officer of the District.

Recommend policies or policy changes to the Board and develop procedures which implement Board policy.

Provide leadership in the development, operation, supervision, and evaluation of the educational program.

Recommend annual objectives for improvement of the District.

Recommend courses of study.

Recommend textbooks.

Prepare and submit the annual budget.

Recommend candidates for employment as certificated and classified staff.

Recommend staff needs based on student enrollment, direct and assign teachers and other employees of the schools under his/her supervision; shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District, subject to the approval of the Board.

Recommend contracts for major construction, remodeling, or maintenance.

The Board shall:

Approve payment of vouchers and payroll.

Approve proposed major changes of school plant and facilities.

Approve collective bargaining agreements.

Assure that appropriate criteria and processes for evaluating staff are in place.

Appoint citizens and staff to serve on special Board committees, if necessary.

Conduct regular meetings.

Serve as final arbitrator for staff, citizens, and students.

Promptly refer to the Superintendent all criticisms, complaints, and suggestions called to its attention.

Authorize the ongoing professional enrichment of its administrative leader, as feasible.

Approve appropriate District expenditures recommended by the Superintendent for the purpose of ongoing District operations.

The Superintendent shall:

Recommend payment of vouchers and payroll.

Prepare reports regarding school plant and facilities needs.

Supervise negotiation of collective bargaining agreements.

Establish criteria and processes for evaluating staff.

Recommend formation of *ad hoc* citizens' committees.

As necessary, attend all Board meetings and all Board and citizen committee meetings, serve as an ex-officio member of all Board committees, and provide administrative recommendations on each item of business considered by each of these groups.

Inform the Board of appeals and implement any such forthcoming Board decisions.

Respond and take action on all criticism, complaints, and suggestions, as appropriate.

Undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations.

Diligently investigate and make purchases that benefit the most efficient and functional operation of the District.

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

Legal Reference: ARM 10.55.701 Board of Trustees

Procedure History:

Promulgated on:

Reviewed on:

Revised on: 7/17/18

1 **Charlo Public School District**

2
3 **ADMINISTRATION**

6121

4
5 District Organization

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

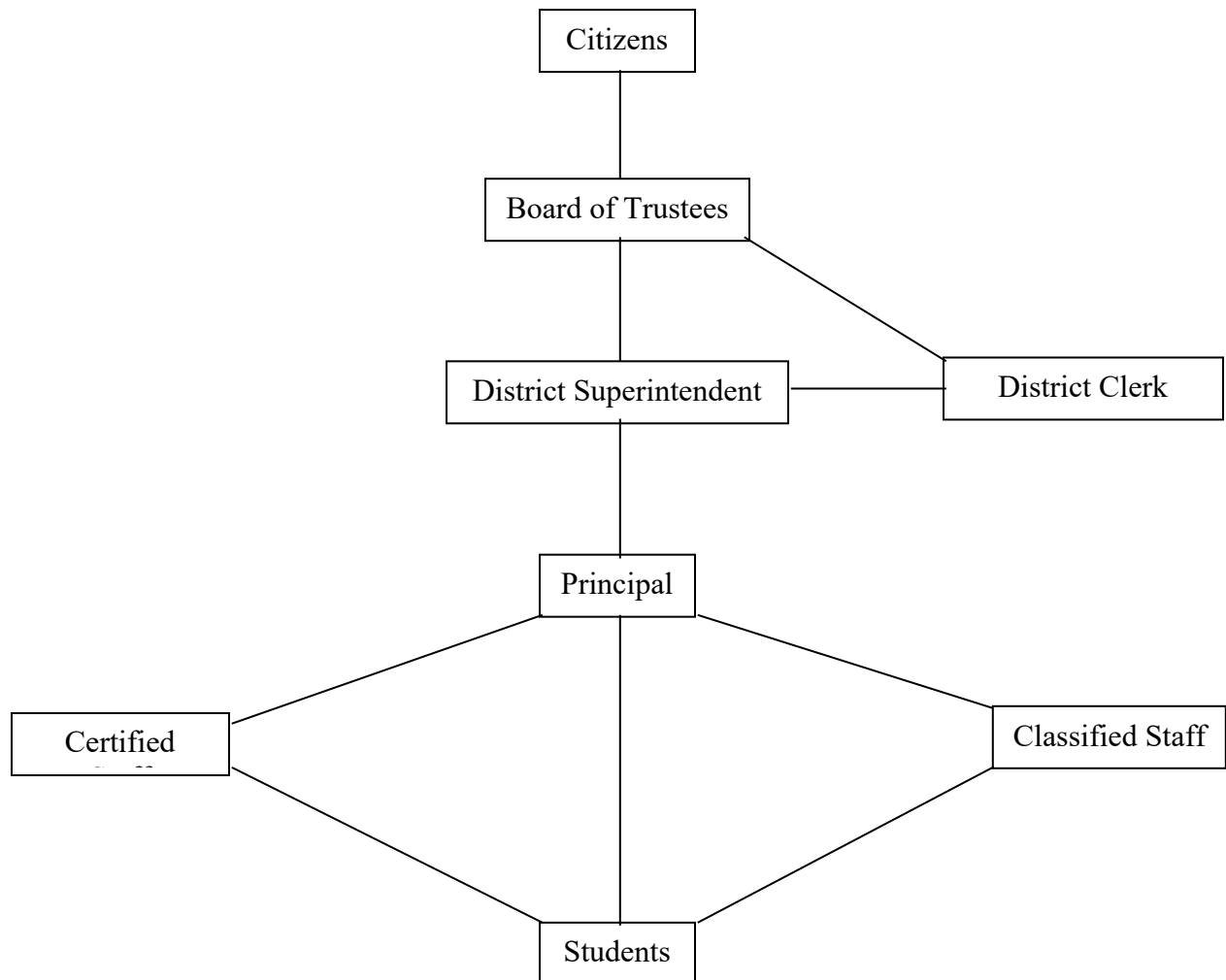
10
11 The organization of District positions of employment for purposes of supervision, services,
12 leadership, administration of Board policy, and all other operational tasks shall be on a “line and
13 staff” basis. District personnel occupying these positions of employment shall carry out their
14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

15
16
17
18 Policy History:

19 Adopted on:

20 Revised on:

ORGANIZATION CHART



1 **Charlo Public School District**

2
3 **ADMINISTRATION**

6122

4
5 Delegation of Authority

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

14 Policy History:

15 Adopted on:

16 Revised on:

2
3 **ADMINISTRATION**

6140

4
5 Duties and Qualifications of Administrative Staff Other Than Superintendent

6
7 Duty and Authority

8
9 As authorized by the Superintendent, administrative staff will have full responsibility for day-to-day
10 administration of the area to which they are assigned. Administrative staff are governed by Board
11 policies and are responsible for implementing administrative procedures relating to their assigned
12 responsibilities.

13
14 Each administrator's duties and responsibilities will be set forth in a job description for that particular
15 position.

16
17 Qualifications

18
19 All administrative personnel must be appropriately licensed and endorsed in accordance with state
20 statutes and Board of Public Education rules, or be considered appropriately assigned if the
21 administrator is enrolled in an internship as defined in ARM 10.55.602 and meets the requirements of
22 ARM 10.55.607, and must meet other qualifications as specified in their position's job description.

23
24 Administrative Work Year

25
26 The administrators' work year will correspond with the District's fiscal year, unless otherwise stated
27 in an employment agreement. In addition to legal holidays, the administrators will have vacation
28 periods as approved by the Superintendent.

29
30 Compensation and Benefits

31
32 Administrators will receive compensation and benefits as stated in their employment agreements.

33
34
35 Legal Reference: § 20-4-401, MCA Appointment and dismissal of district
36 superintendent or county high school principal
37 § 20-4-402, MCA Duties of district superintendent or county high
38 school principal
39 10.55.701, ARM Board of Trustees
40 ARM 10.55.602 Definition of Internship
41 ARM 10.55.607 Internships
42

43 Policy History:

44 Adopted on:

45 Reviewed on:

46 Revised on: 10/01/15

1 **Charlo Public School District**

2
3 **ADMINISTRATION**

6141

4
5 Employment Restrictions for Administrative Personnel

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

9
10 The amount of time lost to the District will be, but is not restricted to being: deducted from
11 vacation time; granted as additional personal leave as specified by a written contract; or prorated
12 to a dollar amount to be deducted in the next regularly scheduled pay period.

13
14 Time taken from the regularly assigned work schedule for non-paid activities shall follow the
15 format established above.

16
17
18
19 Policy History:

20 Adopted on:

21 Revised on:

2
3 **ADMINISTRATION**

6210

4
5 Principals

6
7 Principals are the chief administrators of their assigned schools and are responsible for the day-
8 to-day operation of their building. The primary responsibility of Principals is the development
9 and improvement of instruction. The majority of the Principals' time shall be spent on
10 curriculum and staff development through formal and informal activities, establishing clear lines
11 of communication regarding the school rules, accomplishments, practices, and policies with
12 parents and teachers. Principals are responsible for management of their staff, maintenance of
13 the facility and equipment, administration of the educational program, control of the students
14 attending the school, management of the school's budget, and communication between the
15 school and the community. Principals will be evaluated in accordance with ARM
16 10.55.701(4)(a)(b).
17
18
19

20 Legal Reference: § 20-4-403, MCA Powers and duties of principal
21 10.55.701, ARM Board of Trustees
22 10.55.703, ARM Licensure and Duties of School Principal
23

24 Policy History:

25 Adopted on:

26 Reviewed on:

27 Revised on: 10/01/15

2
3 **ADMINISTRATION**

6410

4
5 Evaluation of Administrative Staff

6
7 Each administrator will be evaluated annually, prior to the May re-organizational meeting, in
8 order to provide guidance and direction to the administrator in the performance of his/her
9 assignment. Such evaluation will be based on job descriptions, accomplishment of annual goals
10 and performance objectives, and established evaluative criteria.

11
12 The Superintendent shall establish procedures for the conduct of these evaluations. Near the
13 beginning of the school year, the Superintendent shall inform the administrator of the criteria to
14 be used for evaluation purposes, including the adopted goals for the District. Such criteria shall
15 include performance statements dealing with leadership; administration and management; school
16 financing; professional preparation; effort toward improvement; interest in students, staff,
17 citizens, and programs; and staff evaluation.

18
19 Both the evaluator and the administrator involved in the evaluation will sign the written
20 evaluation report and retain a copy for their records. A person being evaluated has the right to
21 submit and attach a written statement to the evaluation within a reasonable time following the
22 evaluation conference.

23
24
25
26 Cross Reference: 6140 Duties and Qualifications of Administrative Staff Other Than
27 Superintendent

28
29 Legal Reference: 10.55.701, ARM Board of Trustees

30
31 Policy History:

32 Adopted on:

33 Revised on:

1 **Charlo Public School District**

2
3 **ADMINISTRATION**

6420

4
5 Professional Growth and Development

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

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

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

17
18 Policy History:

19 Adopted on:

20 Revised on:

R = required

CHARLO SCHOOL DISTRICT

7000 SERIES FINANCIAL MANAGEMENT

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1 **Charlo Public School District**

3 **FINANCIAL MANAGEMENT**

7000

5 Goals

7 Because educational programs are dependent on adequate funding and the proper management of
8 those funds, District goals can best be attained through efficient fiscal management. As trustee
9 of local, state, and federal funds allocated for use in public education, the Board shall fulfill its
10 responsibility to see that funds are used to achieve the intended purposes.

12 Because of resource limitations, fiscal concerns often overshadow the educational program.
13 Recognizing this, the District must take specific action to ensure that education remains primary.
14 This concept shall be incorporated into Board operations and into all aspects of District
15 management and operation.

17 The Board seeks to achieve the following goals in the District's fiscal management:

- 19 1. Engage in advance planning, with staff and community involvement, to develop budgets
20 which will achieve the greatest educational returns in relation to dollars expended.
- 22 2. Establish levels of funding which shall provide superior education for District students.
- 24 3. Provide timely and appropriate information to staff who have fiscal responsibilities.
- 26 4. Establish efficient procedures in all areas of fiscal management.

30 Legal Reference: Title 20, Chapter 9, MCA Finance

32 Policy History:

33 Adopted on:

34 Revised on:

1 **Charlo Public School District**

2
3 **FINANCIAL MANAGEMENT**

7110

4
5 Budget and Program Planning

6
7 The annual budget is evidence of the Board's commitment to the objectives of the instruction
8 programs. The budget supports immediate and long-range goals and established priorities within
9 all areas – instructional, non-instructional, and administrative programs.

10
11 Before presentation of a proposed budget for adoption, the Superintendent and district clerk will
12 prepare, for the Board's consideration, recommendations (with supporting documentation)
13 designed to meet the needs of students, within the limits of anticipated revenues.

14
15 Program planning and budget development will provide for staff participation and the sharing of
16 information with patrons before any action by the Board.

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20 Policy History:

21 Adopted on:

22 Revised on:

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1 **Charlo Public School District**

3 **FINANCIAL MANAGEMENT**

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5 Revenues

7 The District will seek and utilize all available sources of revenue for financing its educational
8 programs, including revenues from non-tax, local, state, and federal sources. The District will
9 properly credit all revenues received to appropriate funds and accounts as specified by federal
10 and state statutes and accounting and reporting regulations for Montana school districts.

12 The District will collect and deposit all direct receipts of revenues as necessary but at least once
13 monthly. The District will make an effort to collect all revenues due from all sources, including
14 but not limited to, rental fees, bus fees, fines, tuition fees, other fees and charges. Uncollectible
15 checks may be turned over to the county attorney for collection.

19 Legal Reference: § 20-9-303, MCA Non-isolated school BASE budget funding – special
20 education funds

22 Policy History:

23 Adopted on:

24 Revised on:

1 **Charlo School District**

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3 **FINANCIAL MANAGEMENT**

7215

4
5 Obligations and Loans

6
7 The District may, without a vote of the electors of the District, secure loans from or issue and sell
8 to the board of investments or a bank, building and loan association, savings and loan
9 association, or credit union that is a regulated lender under Montana law, obligations for the
10 purpose of financing all or a portion of:

- 11
12 A. the costs of vehicles and equipment and construction of buildings used primarily
13 for the storage and maintenance of vehicles and equipment;
14 B. the costs associated with renovating, rehabilitating, and remodeling facilities,
15 including but not limited to roof repairs, heating, plumbing, electrical systems,
16 and cost-saving measures as defined in Montana law;
17 C. the costs of nonpermanent modular classrooms necessary for student instruction
18 when existing buildings of the district are determined to be inadequate by the
19 trustees;
20 D. any other expenditure that the district is otherwise authorized to make including
21 the payment of settlements of legal claims and judgments; and
22 E. the costs associated with the issuance and sale of the obligations.

23
24 Before seeking to secure a loan or issue and sell obligations to a regulated lender, the District
25 shall first offer the board of investments a written notice of the board's right of first refusal. If
26 the board of investments accepts the offer to issue a loan or purchase obligations, the board shall
27 provide a written response to the trustees by the later of:

- 28
29 A. 120 days following delivery of the trustees' offer to the board; or
30 B. the day after the next meeting of the board of investments.

31
32 If the trustees have not received a written acceptance by the deadline the District may seek to
33 secure a loan or issue and sell an obligation to a regulated lender as outlined in this policy and
34 Montana law.

35
36 The District may access its major maintenance aid account for school facility projects, including
37 the payment of principal and interest on obligations issued in accordance with this policy and
38 Montana law for school facility projects,

39
40 Legal Reference: Section 20-9-471, MCA - Issuance of obligations
41 Section 20-9-525, MCA - School major maintenance aid account

42 Policy History:

43 Adopted on: 12/19/19

44 Reviewed on:

45 Revised on:

5 Use of Federal Title I Funds

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.

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.

17 Cross Reference: 2160 – Title I Family Engagement

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

21 Policy History:

22 Adopted on: 4/20/21

23 Reviewed on:

24 Revised on:

5 Use of Federal Title I Funds Methodology

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

13 Charlo School District is a district with a single school and is exempt from the methodology
14 requirement.

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

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

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

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

35 Cross Reference: 7220 – Use of Federal Title I Funds

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

39 Policy History:

40 Adopted on: 4/20/21

41 Reviewed on:

42 Revised on:

4
5 Federal Impact Funds

6
7 **Purpose:** The Native American Policies and Procedures listed below are developed and enacted
8 for the express purpose of assuring that:

- 9
10 1. Native American students claimed under section 3(a) participate on an equal basis in the
11 entire school program with all other students served by the Charlo Public Schools
12 (hereinafter referred to as the School);
13
14 2. Applications, evaluations, and program plans are adequately disseminated to the
15 Confederated Salish-Kootenai Tribes, (hereinafter referred to as the Tribes), and parents
16 of Native American students claimed under section 3(a); and
17
18 3. The Tribes, parents of Native American students claimed under section 3(a), and parents
19 of other students served by the School are:
20
21 a. afforded an opportunity to present their views with respect to the P.L. 103-382,
22 Title 8 – Impact Aid application, including the opportunity to make
23 recommendations concerning the needs and education of their students and the
24 ways by which they can assist their students in realizing the benefits to be derived
25 from the educational programs assisted under P.L. 103-382, Title 8 – Impact Aid;
26 and
27 b. actively consulted and involved in the planning and development of programs
28 assisted under P.L. 103-382, Title 8 – Impact Aid; and
29 c. afforded a general opportunity to present their overall views on the educational
30 program, including the operation of such programs and the degree of parental
31 participation allowed.
32
33 4. Charlo Schools recognizes the distinct and unique heritage of Native American students
34 and make every attempt to comply with the guidelines of House Bill 528.
35

36 **Policies and Procedures:**

- 37
38 1. The School, in October of each year, assesses each of its programs, teams, clubs, etc., and
39 records, at a minimum, the total number of students participating, the number of Native
40 American students participating, and the percentage of Native American students
41 participating.
42 2. The Tribes, or their authorized designee, and parents of Native American students served
43 in the School system, are provided with the opportunity to comment on the participation
44 of Native American students on an equal basis in the School program with all other
45 students educated by the School.
46
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1
2 Not later than January 1 of each year, the School holds a public meeting for the express purpose
3 of permitting the Tribes and parents of all Native American students the opportunity to:
4

- 5 a. comment on the participation of Native American students on an equal basis in
6 the School program with all other students educated by the School;
 - 7 b. receive and review data presented by the School on numbers and percentages of
8 Native American students participating in programs offered by the School and
9 thereby assess the extent to which Native American children participate on an
10 equal basis;
 - 11 c. make recommendations on how the School might modify its education program to
12 allow Native American students to participate on an equal basis;
 - 13 d. provide meaningful input into the planning and development of any education
14 programs that the School is considering for implementation or elimination;
 - 15 e. make recommendations concerning the needs of their children.
 - 16 f. mutually discuss with school personnel ways by which the Tribes and parents can
17 assist their children in realizing the benefits to be derived from all programs
18 offered by the School; and
 - 19 g. present their overall views on the education program in the School, including the
20 operation of the School, the overall effectiveness of the School or its individual
21 programs, and the degree of parental participation allowed.
22
- 23 3. School officials will review school data and comments from tribal officials and parents to
24 assess the extent of Indian children's participation in the education program on an equal
25 basis. If changes to the education program are warranted, the IEC will form a sub-
26 committee for the express purpose of preparing recommendations for modifying the
27 educational program that will ensure equal participation in the program by Native
28 American children.
29
 - 30 4. Dissemination of any materials relevant to matters of concern expressed in these policies
31 may be delivered to the appropriate tribal official's representatives and parents either by
32 mail or direct handout, and not less than thirty (30) days prior to the date of a meeting
33 where formal action is expected to be made on any issue under this agreement.
34
 - 35 5. The School holds its public meeting not less than thirty (30) days prior to the deadline
36 established by the Department of Education for the purpose of reviewing and approving
37 the P.L. 81-874 application and resolving any issues remaining from the previous
38 meeting, i.e., modifications to school education program, opportunity for meaningful
39 input on any relevant issue, and any modifications of school policies and procedures
40 based on input.
41
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46

6. The School holds a public meeting at any time during the year when events suggest the need for significant changes, which will affect the delivery of educational services to Indian children.
7. A public meeting may be called by the Tribes or by at least four parents of Indian students for any purpose addressed in the Policies and Procedures regarding P.L. 81-874 by delivering written notice to the School Superintendent. This request must be made to the Superintendent in writing at least two (2) weeks before the date of the requested meeting.
8. All meetings called for any purpose addressed by the Policies and Procedures regarding P.L. 81-874 must meet the requirements of the "Open Meeting" statutes of the State of Montana. (see MC20-3-322)
9. The Trustees retain final authority for the established policies, procedures, and school programs affected by this act.

Grievance process:

The officials or representatives designated by the Tribes and/or parents of Native American children may file or register a complaint or grievance with the School regarding any matter addressed in the Policies and Procedures regarding P.L. 103-382, Title 8 – Impact Aid. The following procedure shall govern such complaint:

Step 1: Step 1 is informal and may be written or verbally expressed to the School Superintendent or the Chairman of the Board of Trustees. The objective is to quickly and informally resolve the matter of concern.

Step 2: If the grievance is not resolved at Step 1, then the grievant may formalize the complaint in writing and submit it to the School Superintendent. The grievance shall state:

- (a) the specific nature of the grievance;
- (b) the specific resolution requested; and
- (c) must be signed by the grievant (s).

The Superintendent will investigate and attempt to resolve the grievance. A written report regarding the decision and/or action of the Superintendent will be sent to all concerned parties within thirty (30) days after the receipt of the Step 2 written grievance.

If the Superintendent does not or cannot resolve the grievance, either party may advance the grievance to Step 3.

1 Step 3: If the grievance is not resolved at Step 2, either party will refer it to Step 3 by presenting
2 a written appeal to the Chairman of the Board of Trustees. Upon receipt of the appeal, the
3 Chairman may place the matter on the agenda of the next regular meeting of the Trustees or at
4 any special meeting if occurring sooner.

5
6 The Board of Trustees will attempt to resolve the grievance. A written report regarding the
7 decision and/or action of the district will be sent to all concerned parties within thirty (30) days
8 after the Trustee meeting in which it was reviewed. The Trustees may request an extension of
9 time in thirty (30) day increments in which to resolve the issue.

10
11 If the Trustees do not or cannot resolve the grievance, either party may advance to Step 4.

12
13 Step 4: If the grievance is not resolved at Step 3, the grievant refers to Step 4. Step 4 is the
14 Secretary of the Department of Education. Complaint procedures are found in P.L. 81-874
15 subpart C, Section 223.2x.

16
17
18
19 _____
20 Charlo Board of Trustees
21 Chairman

_____ Date

22
23
24
25
26 _____
27 Indian Education Committee
28 Chairman

_____ Date

29
30 Procedure History:

31 Promulgated on:

32 Reviewed on:

33 Revised on: 01/21/2015, 12/20/2016

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The Board is authorized to dispose of a site, building, or any other real or personal property of the District, that is or is about to become abandoned, obsolete, undesirable, or unsuitable for school purposes.

Should any taxpayer properly protest the resolution during the fourteen (14) days after the date of publication, the trustees shall submit testimony to the court with jurisdiction.

Once the resolution is effective, or if appealed the decision has been upheld by the court, the trustees shall sell or dispose of the real or personal property in a reasonable manner determined to be in the best interests of the District. Proceeds from the sale of fixed assets can be deposited to the general, debt service, building, or any other appropriate fund.

Policy History:
Adopted on:
Revised on:

1 **Charlo Public School District**

2
3 **FINANCIAL MANAGEMENT**

7260

4
5 Donations, Endowments, Gifts, and Investments

6
7 The Board may accept gifts, endowments, legacies, and devises subject to the lawful conditions
8 imposed by the donor or without any conditions imposed. Unless otherwise specified by the
9 donor, when a district receives a donation the trustees may deposit the donation in any budgeted
10 or non-budgeted fund at the discretion of the trustees and may thereafter transfer any portion of
11 the donation to any other fund at the discretion of the trustees. If the trustees accept a donation
12 and the donor specifies the donation for an endowment, the trustees shall deposit the donation in
13 the endowment fund. Neither the Board nor the Superintendent will approve any gifts that are
14 inappropriate.

15
16 If the District deposited donated funds in an endowment fund without specific instruction by the
17 donor, the Board may move the donated funds and any accumulated interest to any other
18 budgeted or nonbudgeted fund of the District and may spend donated funds and any accumulated
19 interest unless restricted by condition imposed by the donor.
20

21 The Board authorizes the Superintendent to establish procedures for determining the suitability
22 or appropriateness of all gifts received and accepted by the District. Once accepted, donated
23 funds are public funds subject to state law. Donated funds may not be transferred to a private
24 entity. Benefactors may not adjust or add terms or conditions to donated funds after the donation
25 has been accepted.
26

27 The Board directs that all school funds be invested in a prudent manner so as to achieve
28 maximum economic benefit to the District. Funds not needed for current obligations may be
29 invested in investment options as set out in Montana statutes, whenever it is deemed
30 advantageous for the District to do so.
31

32 Educational Foundations may exist in the community, but are not managed, directed, or
33 approved by the Board of Trustees.
34

| | | |
|---------------------|--------------------|--|
| 35 Legal Reference: | § 20-6-601, MCA | Power to accept gifts |
| 36 | § 20-7-803, MCA | Authority to accept gifts |
| 37 | § 20-9-212, MCA | Duties of county treasurer |
| 38 | § 20-9-213(4), MCA | Duties of trustees |
| 39 | § 20-9-604, MCA | Gifts, legacies, devises, and administration of |
| 40 | | endowment fund |
| 41 | § 72-30-209, MCA | Appropriation for expenditure or accumulation of |
| 42 | | endowment fund – rules of construction |

43 Policy History:

44 Adopted on:

45 Reviewed on:

46 Revised on: 7/17/18, 12/19/19

1 **Charlo Public School District**

2
3 **FINANCIAL MANAGEMENT**

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4
5 Budget Implementation and Execution

6
7 Once adopted by the Board, the operating budget shall be administered by the Superintendent/
8 designees. All actions of the Superintendent/designees in executing programs and/or activities
9 delineated in that budget are authorized according to these provisions:

- 10
11 1. Expenditure of funds for employment and assignment of staff shall meet legal
12 requirements of the State of Montana and adopted Board policies.
13
14 2. Funds held for contingencies may not be expended without Board approval.
15
16 3. A listing of warrants describing goods and/or services for which payment has been made
17 must be presented for Board ratification each month.
18
19 4. Purchases will be made according to the legal requirements of the State of Montana and
20 adopted Board policy.
21
22
23

24 Legal Reference: § 20-3-332, MCA Personal immunity and liability of trustees
25 § 20-9-213, MCA Duties of trustees
26

27 Policy History:

28 Adopted on:

29 Revised on:

1 **Charlo Public School District**

2
3 **FINANCIAL MANAGEMENT**

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4
5 Purchasing

6
7 Authorization and Control

8
9 The Superintendent is authorized to direct expenditures and purchases within limits of the
10 detailed annual budget for the school year. The Board must approve purchase of capital outlay
11 items, when the aggregate total of a requisition exceeds Five Thousand Dollars (\$5,000), except
12 the Superintendent shall have the authority to make capital outlay purchases without advance
13 approval when necessary to protect the interests of the District or the health and safety of staff or
14 students. The Superintendent will establish requisition and purchase order procedures to control
15 and maintain proper accounting of expenditure of funds. Staff who obligate the District without
16 proper authorization may be held personally responsible for payment of such obligations.
17

18 Bids and Contracts

19
20 Whenever it is in the interest of the District, the District will execute a contract for any building
21 furnishing, repairing, purchasing or other work for the benefit of the District. If the sum of the
22 contract or work exceeds Eighty Thousand Dollars (\$80,000), the District will call for formal
23 bids by issuing public notice as specified in statute. Specifications will be prepared and made
24 available to all vendors interested in submitting a bid. The contract shall be awarded to the
25 lowest responsible bidder, except that the trustees may reject any or all bids as per § 18-4-307,
26 MCA as stated below in the legal reference. The Board, in making a determination as to which
27 vendor is the lowest responsible bidder, will take into consideration not only the amount of each
28 bid, but will also consider the skill, ability, and integrity of a vendor to do faithful, conscientious
29 work and to promptly fulfill the contract according to its letter and spirit. Bidding requirements
30 do not apply to a registered professional engineer, surveyor, real estate appraiser, or registered
31 architect; a physician, dentist, pharmacist, or other medical, dental, or health care provider; an
32 attorney; a consulting actuary; a private investigator licensed by any jurisdiction; a claims
33 adjuster; or an accountant licensed under Title 37, Chapter 50.
34

35 Advertisement for bid must be made once each week for two (2) consecutive weeks, and a
36 second (2nd) publication must be made not less than five (5) nor more than twelve (12) days
37 before consideration of bids.
38

39 The Superintendent will establish bidding and contract-awarding procedures. Bid procedures
40 will be waived only as specified in statute. Any contract required to be let for bid shall contain
41 language to the following effect:
42

43 *In making a determination as to which vendor is the lowest responsible bidder, if*
44 *any, the District will take into consideration not only the pecuniary ability of a*
45 *vendor to perform the contract, but will also consider the skill, ability, and*
46 *integrity of a vendor to do faithful, conscientious work and promptly fulfill the*

contract according to its letter and spirit. References must be provided and will be contacted. The District further reserves the right to contact others with whom a vendor has conducted business, in addition to those listed as references, in determining whether a vendor is the lowest responsible bidder. Additional information and/or inquiries into a vendor's skill, ability, and integrity are set forth in the bid specifications.

Cooperative Purchasing

The District may enter into cooperative purchasing contracts with one or more districts for procurement of supplies or services. A district participating in a cooperative purchasing group may purchase supplies and services through the group without complying with the provisions of 20-9-204(3), MCA if the cooperative purchasing group has a publicly available master list of items available with pricing included and provides an opportunity at least twice yearly for any vendor, including a Montana vendor, to compete, based on a lowest responsible bidder standard, for inclusion of the vendor's supplies and services on the cooperative purchasing group's master list.

| | | |
|------------------|---|--|
| Legal Reference: | § 18-1-101, et seq., MCA | Preferences and General Matters |
| | § 18-1-201, et seq., MCA | Bid Security |
| | § 18-4-307, MCA | Cancellation of invitations for bids or requests for proposals |
| | § 20-9-204, MCA | Conflicts of interests, letting contracts, and calling for bids - exceptions |
| | § 20-10-110, MCA | School Bus Purchases – contracts- bids |
| | <i>Debcon v. City of Glasgow</i> , 305 Mont. 391 (2001) | |

Policy History:

Adopted on:

Reviewed on:

Revised on: 10/01/15, 7/17/18

1 **Charlo Public School District**

2
3 **FINANCIAL MANAGEMENT**

7320P

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4
5 Purchasing: Bids and Contracts

6
7 The following procedures shall be in effect for purchasing through the bidding process:

- 8
9 1. Formal bids shall be opened at the time and place stated in the official advertisement for bids, and
10 any interested member of the public may attend the bid opening. It shall be the bidder's sole
11 responsibility to see that their bid is delivered to the district prior to the time set for the opening.
12 Any bid received after the time set for opening shall be returned to the bidder unopened and shall
13 receive no consideration by the district.
14
15 2. Formal bid tabulations shall be presented at the next regular, or special, meeting of the board.
16
17 3. Formal bid awards shall be made by the board no later than the second meeting after the bid
18 opening, except that the board can waive this requirement when time is of the essence.
19
20 4. Brand names and manufacturer's catalog numbers used in specifications are for the purpose of
21 identification and to establish a standard of quality. Bids on equal items shall be considered
22 providing the bidder specifies brand and model and furnishes descriptive literature. The
23 acceptance of alternative "equal" items shall be conditioned on the district's inspection and
24 testing after receipt. If not found to be equal, the material shall be returned at the seller's expense
25 and the contract cancelled.
26
27 5. The district shall reserve the right to reject any and all bids and waive any formalities.
28
29 6. On construction projects, the bidder shall include a notarized statement agreeing to comply with
30 prevailing wage and affirmation action requirements and shall provide a performance bond.
31
32 7. The Superintendent may solicit bids by telephone and/or written quotation for furniture,
33 equipment and supplies which have an estimated cost of less than \$7,500.00. At least three
34 telephone or written bids shall be secured prior to the date established by the Superintendent. All
35 telephone quotations must be confirmed in writing within seven (7) working days in order to
36 constitute a valid quotation.
37
38 8. For maintenance of improvement projects estimated to cost in excess of \$7,500.00 the
39 Superintendent shall advertise for bids in the manner described in policy 7321.
40

41 The following steps shall be employed to engage a contractor for work projects:

- 42
43 a. Written specifications shall be prepared which describe the work to be completed
44 and the materials to be used; completion date; contractor's assurances (prevailing
45 wages, fair employment, etc.); bid and performance bond requirements;
46 opportunity to visit the work site; closing date; and bid form.
47
48 b. Unless the board declares by resolution the existence of an emergency, all
49 interested and qualified contractors shall receive written invitations to bid,
50 including a description of the project and the process to follow in acquiring the
project' specifications.

- c. After the closing time, bids shall be opened, recorded and made available for inspection or telephone inquiry.
- d. The trustees shall award the contract to the lowest responsible bidder, provided that the resident bidder is not more than three percent higher than the lowest responsible bidder who is not a resident of Montana.

The following factors shall be considered in determining the lowest responsible bidder:

- a. The ability, capacity and skill of bidder to perform the work required;
- b. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- c. The ability of the lowest resident bidder to perform the work in the time specified;
- d. The quality of performance of previous contracts or services;
- e. The previous and existing compliance of the bidder with laws relating to public works; and
- f. Such other information related to the performance of the contract as the Superintendent deems advisable.

An acceptable bid or offer and a District purchase order shall constitute the only contract necessary for the purchase of supplies, equipment, and minor repairs of construction projects, except the successful bidder shall meet all conditions included in the specifications.

Formal written contracts shall be prepared for all major construction and repair projects. Each contract awarded by the school district shall specify that in all instances products manufactured or produced by Montana industry and labor shall be preferred for use in all projects and in all materials, supplies and equipment procured if such products, materials, equipment, and supplies are comparable in price and quality. Failure to comply shall disqualify such contractor for future contracts for a period of two years. Such contracts shall be signed by the Board Chairperson and clerk on behalf of the District after the contracts have been awarded by a majority vote of the Board with action recorded in the minutes of the Board meeting. All contracts shall provide that, in the event of a suit by the District to enforce the terms of the contract, venue for the suit shall be laid in the county in which the District is located and that, if the District is successful in the suit, the court may order reimbursement of the District's attorney's fees and court costs in such amount as the court deems reasonable.

Policy History:
Promulgated on:
Reviewed on:
Revised on:

1 **Charlo Public School District**

2
3 **FINANCIAL MANAGEMENT**

7326

4
5 Documentation and Approval of Claims

6
7 All financial obligations and disbursements must be documented in compliance with statutory
8 provisions and audit guidelines. Documentation will specifically describe acquired goods and/or
9 services, budget appropriations applicable to payment, and required approvals. All purchases,
10 encumbrances and obligations, and disbursements must be approved by the administrator
11 designated with authority, responsibility, and control over budget appropriations. The
12 responsibility for approving these documents cannot be delegated.

13
14 The District business office is responsible for developing procedures and forms to be used in the
15 requisition, purchase, and payment of claims.
16

17
18
19 Policy History:

20 Adopted on:

21 Revised on:

1 **Charlo Public School District**

2
3 **FINANCIAL MANAGEMENT**

7329

4
5 Petty Cash Funds

6
7 The use of petty cash funds shall be authorized for specific purchases only. Those purchases will
8 include individual purchases of supplies and materials under the amount of Fifty Dollars (\$50),
9 postage, delivery charges, and freight. Individual personal reimbursements which exceed Fifty
10 Dollars (\$50) should not be made from petty cash funds. Petty cash accounts will be maintained
11 as cash on hand, with the total dollar amount of each petty cash account limited to Two Hundred
12 Dollars (\$200) for secondary schools and One Hundred Dollars (\$100) for elementary schools
13 and school offices and departments.
14

15 Each administrator of a school or department with a petty cash fund account may appoint and
16 designate a fund custodian to carry out bookkeeping and security duties. Moneys not
17 specifically designated as petty cash will not be co-mingled with the petty cash fund. At the
18 conclusion of each school year, all petty cash funds must be closed out and the petty cash
19 vouchers and cash on hand returned to the business office for processing.
20

21 The District business office is responsible for establishing procedures for use and management of
22 petty cash funds.
23
24
25

26 Policy History:

27 Adopted on:

28 Revised on:

1 **Charlo Public School District**

2
3 **FINANCIAL MANAGEMENT**

7330

4
5 Payroll Procedures/Schedules

6
7 The District will establish one (1) or more days in each month as fixed paydays for payment of
8 wages in accord with the current collective bargaining agreement or District practice.
9 Employees may choose to have their salaries paid in full upon the last pay date following
10 completion of their assignments or may annualize their pay. Employees who choose to receive
11 payment of wages beyond the period in which the wages were earned (deferred payment) will be
12 subject to Internal Revenue Service (IRS) penalties unless they provide a written election of such
13 deferral prior to (the first duty day) (July 1)¹ of the year of deferral. Forms for such deferral shall
14 be made available. Any change to the election must be made prior to the first duty day of the
15 fiscal year of the deferment.

16 When a District employee quits, is laid off, or is discharged, wages owed will be paid on the next
17 regular pay day for the pay period in which the employee left employment or within fifteen (15)
18 days, whichever occurs first.

19
20
21 Cross Reference: BP 5500 Payment of Wages upon Termination

22
23 Legal Reference: Section 409A, Internal Revenue Code, Deferred Compensation

24
25
26 Policy History:

27 Adopted on: 03/18/2008

28 Reviewed on:

29 Revised on:

1—District must choose between the first duty day of the deferral year or July 1 of the deferral year.

1 **Charlo Public School District**

2
3 **FINANCIAL MANAGEMENT**

7330F

4
5 **PAYROLL PROCEDURES / SCHEDULES**

6 **(Deferred Wage Payment Election Form)**

7 By my signature I hereby acknowledge that I have read and understand the School
8 District's policy on deferred wages. Furthermore, by my signature on this form I am
9 electing to defer payment of my wages on an annualized basis consisting of
10 _____ payments. I understand that any change from an annualized
11 election of payment requires that I notify the District prior to the beginning of duty
12 for the fiscal year in which the change is being given.

13 _____
14 Signature

Position

15 _____
16 Printed name

Date signed

17
18
19 Policy History:

20 Adopted on: 03/18/2008

21 Reviewed on:

22 Revised on:

1 **Charlo Public School District**

2
3 **FINANCIAL MANAGEMENT**

7332

page 1 of 2

4
5 Advertising in Schools/Revenue Enhancement

6
7 Revenue enhancement through a variety of District-wide and District-approved marketing
8 activities, including, but not limited to, advertising, corporate sponsorship, signage in or on
9 District facilities, is a Board-approved venture. The Board may approve such opportunities
10 subject to certain restrictions in keeping with the community standards of good taste.

11 Advertising will model and promote positive values for District students through proactive
12 educational messages and not be simply traditional advertising of a product. Preferred
13 advertising includes messages encouraging student achievement and establishment of high
14 standards of personal conduct.

15
16 All sponsorship contracts will allow the District to terminate the contract on at least an annual
17 basis, if it is determined that it will have an adverse impact on implementation of curriculum or
18 the educational experience of students.

19
20 The revenue derived should:

- 21
22 1. Enhance student achievement;
23 2. Assist in maintenance of existing District athletic and activity programs; and
24 3. Provide scholarships for students participating in athletic, academic, and activity
25 programs, who demonstrate financial need and merit.

26
27 Appropriate opportunities for marketing activities include but are not limited to:

- 28
29 4. Fixed signage.
30 1. Banners.
31 2. District-level publications.
32 3. Television and radio broadcasts.
33 4. Athletic facilities, including stadiums, high school baseball fields, and high school
34 gymnasiums.
35 5. District-level projects.
36 6. Expanded usage of facilities beyond traditional uses (i.e., concerts, rallies, etc.).
37 7. The interior and exterior of a limited number of District buses, if the advertising is
38 associated with student art selected by the District. The only advertising
39 information allowed will note sponsorship of the student art by the participant.
40 Maintenance for these buses will include but not exceed normal maintenance
41 costs.
42 8. Individual school publications (when not in conflict with current contracts).

43
44 Advertising will not be allowed in classrooms, other than corporate-sponsored curriculum
45 materials approved subject to Board policy.
46

The following restrictions will be in place when seeking revenue enhancement. Revenue enhancement activities will not:

1. Promote hostility, disorder, or violence
2. Attack ethnic, racial, or religious groups
3. Discriminate, demean, harass, or ridicule any person or group of persons on the basis of gender
4. Be libelous
5. Inhibit the functioning of the school and/or District
6. Promote, favor, or oppose the candidacy of any candidate for election, adoption of any bond/budget issues, or any public question submitted at any general, county, municipal, or school election
7. Be obscene or pornographic, as defined by prevailing community standards throughout the District
8. Promote the use of drugs, alcohol, tobacco, firearms, or certain products that create community concerns
9. Promote any religious or political organization
10. Use any District or school logo without prior approval

Cross Reference: 2120 Curriculum Development and Assessment
 2309 Library Materials
 2311 Instructional Materials

Policy History:

Adopted on:

Reviewed on:

Revised on: 7/17/18

1 **Charlo Public School District**

2
3 **FINANCIAL MANAGEMENT**

7335

4
5 Personal Reimbursements

6
7 While it is recommended that all purchases of goods or services be made within established
8 purchasing procedures, there may be an occasional need for an employee to make a purchase for
9 the benefit of the District from personal funds. In that event, an employee will be reimbursed for
10 a personal purchase under the following criteria:

- 11
12 1. It is clearly demonstrated that the purchase is of benefit to the District;
13
14 2. The purchase was made with the prior approval of an authorized administrator;
15
16 3. The item purchased was not available from District resources; and
17
18 4. The claim for personal reimbursement is properly accounted for and documented with an
19 invoice or receipt.
20

21 The District business office is responsible for developing procedures and forms to be used in
22 processing claims for personal reimbursements.
23
24
25

26 Policy History:

27 Adopted on:

28 Revised on:

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1 **Charlo Public School District**

2
3 **FINANCIAL MANAGEMENT**

7410

4
5 Fund Accounting System

6
7 The accounts of the District are organized on the basis of funds, each of which is considered to
8 be a separate accounting entity. The operations of each fund are accounted for by providing a
9 separate set of self-balancing accounts. The accounts of the District are maintained on the
10 modified accrual basis of accounting. The following funds are maintained by the District:

11

| 12 <u>Elementary</u> | 13 <u>High School</u> |
|-----------------------|-----------------------|
| 14 101 General | 201 General |
| 15 110 Transportation | 210 Transportation |
| 16 111 Bus Reserve | 211 Bus Reserve |
| 17 112 Hot Lunch | |
| 18 113 Tuition | 213 Tuition |
| 19 114 Retirement | 214 Retirement |
| 20 115 Federal Funds | 215 Federal Funds |
| 21 117 Adult Ed | 217 Adult Ed |
| | 218 Drivers Ed |
| 22 121 Sick Leave | 221 Sick Leave |
| 23 126 Impact Aid | 226 Impact Aid |
| 24 128 Technology | 228 Technology |
| 25 129 Flex | 229 Flex |
| 26 150 Debit Service | 250 Debit Service |
| 27 160 Building | 260 Building |
| 28 186 Claims | 287 Claims |
| | 297 Activities |

30
31 Legal Reference: § 20-9-201, MCA Definitions and application

32
33 Policy History:

34 Adopted on:

35 Revised on:

1 **Charlo Public School District**

2
3 **FINANCIAL MANAGEMENT**

7425

4
5 Extra- and Co-Curricular Funds

6
7 The Board is responsible for establishment and management of student extra- and co-curricular
8 funds. The purpose of student extra- and co-curricular funds is to account for revenues and
9 disbursements of those funds raised by students through recognized student body organizations
10 and activities. The funds shall be deposited and expended by check, in a bank account
11 maintained by the District for student extra- and co-curricular funds. The use of the student
12 extra- and co-curricular funds is limited to the benefit of the students. Students will be involved
13 in the decision-making process related to use of the funds.

14
15 The Board shall follow the *Student Activity Funding Accounting* (published by the Montana
16 Association of School Business Officials (MASBO)) in establishing accounting procedures for
17 administration of student extra- and co-curricular funds and will appoint a fund administrator.

18
19 Specific procedures are available in the clerk's office.
20
21
22

| | | | |
|----|------------------|-----------------|--|
| 23 | Legal Reference: | § 2-7-503, MCA | Financial reports and audits of local government |
| 24 | | | entities |
| 25 | | § 20-9-504, MCA | Extracurricular fund for pupil functions |

26
27 Policy History:

28 Adopted on:

29 Revised on:

1 **Charlo Public School District**

2
3 **FINANCIAL MANAGEMENT**

7430

4
5 Financial Reporting and Audits

6
7 The Board directs that financial reports of all District funds be prepared in compliance with
8 statutory provisions and generally accepted accounting and financial reporting standards. In
9 addition to reports required for local, state, and federal agencies, financial reports will be
10 prepared monthly and annually and presented to the Board. Financial reports shall reflect
11 financial activity and status of District funds.

12
13 Appropriate interim financial statements and reports of financial position, operating results, and
14 other pertinent information will be prepared to facilitate management and control of financial
15 operations.

16
17 The Board directs that District audits be conducted in accordance with Montana law. Each audit
18 shall be a comprehensive audit of the affairs of the District and District funds. The audits shall
19 comply with all statutory provisions and generally accepted governmental auditing standards.
20 Each audit may be made every two (2) years and cover the immediately preceding two (2) fiscal
21 years, or it may be conducted annually.

22
23
24
25 Legal Reference: §§ 2-7-501, et seq., MCA Audits of Political Subdivisions
26 § 20-9-212, MCA Duties of county treasurer
27 § 20-9-213, MCA Duties of trustees
28

29 Policy History:

30 Adopted on:

31 Revised on:

1 **Charlo Public School District**

2
3 **FINANCIAL MANAGEMENT**

7500

4
5 Property Records

6
7 Property and inventory records will be maintained for all land, buildings, and physical property
8 under District control and will be updated annually.

9
10 For purposes of this policy, “equipment” means a unit of furniture or furnishings, an instrument,
11 a machine, an apparatus or a set of articles which retains its shape and appearance with use, is
12 nonexpendable, and does not lose its identity when incorporated into a more complex unit. The
13 Superintendent will ensure inventories of equipment are systematically and accurately recorded
14 and updated annually. Property records of facilities and other fixed assets will be maintained on
15 an ongoing basis. No equipment will be removed for personal or non-school use except in
16 accordance with Board policy.

17
18 Property records will show, appropriate to the item recorded, the:

- 19
20 1. Description and identification
21 2. Manufacturer
22 3. Date of purchase
23 4. Initial cost
24 5. Location
25 6. Serial number, if available
26 7. Model number, if available
27

28 Equipment may be identified with a permanent tag providing appropriate District and equipment
29 identification.
30
31
32

33 Cross Reference: 7510 Capitalization Policy for Fixed Assets
34

35 Legal Reference: § 20-6-602, MCA Trustees’ power over property
36 § 20-6-608, MCA Authority and duty of trustees to insure district
37 property
38

39 Policy History:

40 Adopted on:

41 Revised on:

1 **Charlo Public School District**

2
3 **FINANCIAL MANAGEMENT**

7510

4
5 Capitalization Policy for Fixed Assets

6
7 A fixed asset is a property that meets all the following requirements:

- 8
9 1. Must be tangible in nature;
10
11 2. Must have a useful life of longer than the current fiscal year; and
12
13 3. Must be of significant value.
14

15 Fixed assets may be acquired through donation, purchase, or may be self-constructed. The asset
16 value for a donation will be the fair market value at the time of donation. The asset value for
17 purchases will be the initial cost plus the trade-in value of any old asset given up, plus all costs
18 related to placing the asset into operation. The cost of self-constructed assets will include both
19 the cost of materials used and the cost of labor involved in construction of the asset.
20

21 The following significant values will be used for different classes of assets:

22

| <u>Class of Fixed Asset</u> | <u>Significant Value</u> |
|--------------------------------------|--------------------------|
| Equipment and machinery | \$5000.00 or more |
| Buildings - Improvements | \$5000.00 or more |
| Improvements other than to buildings | \$5000.00 or more |
| Land | Any amount |

32
33
34

35 Cross Reference: 7500 Property Records

36
37 Policy History:

38 Adopted on:

39 Revised on:

1 **Charlo Public School District**

2
3 **FINANCIAL MANAGEMENT**

7520

4
5 Independent Investment Accounts

6
7 The Board may establish independent investment accounts separate and apart from those funds
8 maintained by the county treasurer. The Board may transfer cash into an independent investment
9 account from any budgeted or non-budgeted funds. A separate account shall be established for
10 each fund from which transfers are made. The principal and any interest earned must be
11 reallocated to the fund from which the deposit was originally made. Unless otherwise provided
12 by law, all other revenue may be sent directly to a participating district's investment account.
13

14 The District may either:

- 15
16 1. Establish and use the account as a non-spending account, returning sufficient funds to the
17 county treasurer in time to pay all claims against the applicable fund; or
18
19 2. Establish a subsidiary checking account and make expenditures from the investment
20 account, provided all transactions are accounted for and reported, as required by
21 applicable accounting principles. If the District desires to establish a subsidiary checking
22 account for purposes of paying for expenditures directly from an investment account, the
23 District must enter into a written agreement with the county treasurer, in accordance with
24 § 20-9-235, MCA.
25
26

27 Legal Reference: § 20-9-235, MCA Authorization for school district investment account
28
29

30 Policy History:

31 Adopted on:

32 Reviewed on:

33 Revised on: 12/19/19

1 **Charlo School District**

2
3 **FINANCIAL MANAGEMENT**

7525

4
5 Lease-Purchase Agreement

6
7 The trustees of a district can lease property with an option to purchase.

8
9 Personal property -- the lease cannot be more than seven (7) years.

10
11 Real property -- the lease cannot be more than fifteen (15) years.

12
13 The terms of the lease must comply with 20-6-625, MCA. If real property is acquired, the
14 trustees shall comply with 20-6-603, MCA.

15
16 The trustees of any district may lease buildings or land suitable for school purposes when it is
17 within the best interests of the district to lease the buildings or land from the county,
18 municipality, another district, or any person. The term of the lease may not be for more than
19 fifteen (15) years unless prior approval of the qualified electors of the district is obtained in the
20 manner prescribed by law for school elections, in which case the lease may be for a term
21 approved by the qualified electors, but not exceeding ninety-nine (99) years. Whenever the lease
22 is for a period of time that is longer than the current school fiscal year, the lease requirements for
23 the succeeding school fiscal years shall be an obligation of the final budgets for such years.

24
25
26 Cross Reference: Policy 7251 Disposal of school district property without
27 a vote.

28
29
30 Legal Reference: § 20-6-603, MCA Trustees' authority to acquire or dispose of
31 sites and buildings – when election required.
32 § 20-6-609, MCA Trustees' authority to acquire property by
33 lease-purchase agreement.
34 § 20-6-625, MCA Authorization to lease buildings or land for
35 school purposes.

36
37 Policy History:

38 Adopted on: 07/21/15

39 Reviewed on:

40 Revised on:

1 **Charlo Public School District**

2
3 **FINANCIAL MANAGEMENT**

7530

4
5 Procurement of Supplies or Services

6
7 The Board adopts the following provisions of the Montana Procurement Act (i.e., § 18-4-101, et
8 seq., MCA):

9
10 (List specific provisions, i.e.:

- 11
12 1. § 18-4-303, MCA – Competitive sealed bidding. With the exception of construction
13 contracts, allows the District to negotiate an adjustment of the bid price with the lowest
14 responsible bidder in order to bring the bid within the amount of available funds, if, and
15 only if, all bids exceed available funds and the lowest responsible bid does not exceed
16 available funds by more than five percent (5%).
17
18 2. § 18-4-306, MCA – Sole source procurement. A contract may be awarded for a supply or
19 service item without competition when, the District determines in writing that:
20 (a) there is only one source for the supply or service item;
21 (b) only one source is acceptable or suitable for the supply or service item; or
22 (c) the supply or service item must be compatible with current supplies or
23 services.
24
25 3. § 18-4-307, MCA - Cancellation of invitations for bids or requests for proposals. An
26 invitation for bids, a request for proposals, or other solicitation may be cancelled or any
27 or all bids or proposals may be rejected in whole or in part, as may be specified in the
28 solicitation, when it is in the best interests of the state. The reasons therefor must be
29 made part of the contract file.
30
31
32

| | | |
|---------------------|--------------------------|---|
| 33 Legal Reference: | § 18-4-121, et seq., MCA | Montana Procurement Act |
| 34 | § 18-4-303, MCA | Competitive Sealed Bidding |
| 35 | § 18-4-306, MCA | Sole Source Procurement--records |
| 36 | § 18-4-307, MCA | Cancellation of invitations for bids or |
| 37 | | requests for proposals |
| 38 | 2.5.604, ARM | Sole Source Procurement |
| 39 | | |

40 Policy History:

41 Adopted on: 03/16/10

42 Reviewed on:

43 Revised on: 7/17/18

Charlo School District

Adopted on: 7/12/2016

Reviewed on:

Revised on:

7535

FINANCIAL MANAGEMENT

Page 1 of 2

Electronic Signatures

“Electronic signature” means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

Electronic signatures or digital signatures can take many forms and can be created using many different types of technology. For the purpose of this policy an electronic signature means any electronic identifier intended by the person using it to have the same force and effect as a manual signature.

District Use of Electronic Signatures

When not practical or possible to have an approved individual physically sign a document, and not otherwise prohibited by applicable laws, electronic signatures may satisfy the requirement of a written signature when transacting business with and/or for the District and/or with parents/guardians when the authenticity and reliability of such electronic signature(s) meets the provisions of this policy. In such instances, the electronic signature shall have the full force and effect of a manual signature.

In order to qualify for acceptance of an electronic signature the following additional requirements are applicable:

1. The electronic signature identifies the individual signing the document by his/her name and title;
2. The identity of the individual signing the document with an electronic signature is capable of being validated through the use of an audit trail;
3. The electronic signature, as well as the documents to which it is affixed, cannot be altered once the electronic signature is affixed. If the document needs to be altered, a new electronic signature must be obtained; and
4. The electronic signature conforms to all other provisions of this policy.

The District shall maintain District electronically signed records in a manner consistent with the District’s document retention policies yet also capable of accurate and complete reproduction of the electronic records and signatures in their original form. Such retention should include a process whereby the District can verify the attribution of a signature to a specific individual, detect changes or errors in the information contained in the record submitted electronically and protect and prevent access and/or manipulation or use access/use by an unauthorized person.

The District shall maintain a hardcopy of the actual signature of any District employee authorized to provide an electronic signature in connection with school board business.

Abuse of the electronic signature protocols by any District employee serves as grounds for disciplinary action up to and including termination.

Parent/Student Use of Electronic Signatures

With regard to documentation received by the District with an electronic signature from a parent/legal guardian, so long as the following provisions are met, the District may receive and accept such electronic signature as an original document:

1. Such communication with signature, of its face, appears to be authentic and unique to the person using such signature;
2. The District is unaware of any specific individualized reason to believe that the signature has been forged;
3. The District is unaware of any specific reason to believe the document has been altered subsequent to the electronic signature; and
4. The signature is capable of verification.

The District's Superintendent or designee may, at his or her discretion, request that an original of the electronic communication, signed manually by hand, be forwarded to the District in a timely manner.

District personnel may periodically audit the authenticity of such signature via a security procedure including such acts as making follow-up inquiry to the individual/entity who has submitted such electronic signature.

Should it be discovered that a student has falsified a parent's electronic signature on an official District document, the student may be subjected to discipline and the Administrators of the District are authorized, at their discretion, to thereafter only accept manual signatures associated with any submitted school document.

Legal Reference: 30-18-102(9), MCA
 30-18-106(4), MCA

 42.8.106, ARM

Definitions
Legal recognition of electronic records,
electronic signatures, and electronic
contracts
Electronic submission of documents and
electronic signatures

Charlo School District

Adopted on: 7/12/2016

Reviewed on:

Revised on:

7550

FINANCIAL MANAGEMENT

Indirect Cost Reimbursement

Occasionally the [School District] will receive indirect cost reimbursements from the Office of Public Instruction. Montana Code Annotated, 20-9-507, provides indirect costs reimbursements be spent at the discretion of the trustees.

The indirect cost reimbursements are not usually accumulated year-to-year without purpose, and are normally used for general administrative expenses.

Prior to the end of each budget year the Superintendent or Business Manager will present to the Board of Trustees, at a regular or special meeting, information regarding the amount of indirect cost reimbursement received along with a recommendation of expenditure for the amount. The Board of Trustees must approve the indirect costs reimbursement each year.

Legal Reference: § 20-9-507, MCA Miscellaneous programs fund

Additional Reference: Indirect Cost Rates, OPI

CHARLO SCHOOL DISTRICT

R = required

8000 SERIES NONINSTRUCTIONAL OPERATIONS

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1 **Charlo Public School District**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8000

4
5 Goals

6
7 In order for students to obtain the maximum benefits from their educational program, a complex
8 set of support services must be provided by the District. These services are essential to the
9 success of the District, and the staff that provides them is an integral part of the educational
10 enterprise. Because resources are always scarce, all assets of District operations, including non-
11 instructional support services, shall be carefully managed in order to obtain maximum efficiency
12 and economy. To that end, the goal of the District is to seek new ways of supporting the
13 instructional program that shall maximize the resources directly available for students' learning
14 programs.
15
16
17

18 Policy History:

19 Adopted on:

20 Revised on:

1 **Charlo Public School District**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8100

page 1 of 2

4
5 Transportation

6
7 The District may provide transportation to and from school for a student who:

- 8
9 1. Resides three (3) or more miles, over the shortest practical route, from the nearest
10 operating public elementary or public high school.
11
12 2. Is a student with a disability, whose IEP identifies transportation as a related service; or
13
14 3. Has another compelling and legally sufficient reason to receive transportation services.
15

16 The District may elect to reimburse the parent or guardian of a student for individually
17 transporting any eligible student.
18

19 The District may provide transportation by school bus or other vehicle or through individual
20 transportation such as paying the parent or guardian for individually transporting the student.
21 The Board may pay board and room reimbursements, provide supervised correspondence study,
22 or provide supervised home study. The Board may authorize children attending an approved
23 private school to ride a school bus, provided that space is available and a fee to cover the per-seat
24 cost for such transportation is collected. The District may transport and charge for an ineligible
25 public school student, provided the parent or guardian pays a proportionate share of
26 transportation services. Fees collected for transportation of ineligible students shall be deposited
27 in the transportation fund. Transportation issues that cannot be resolved by the trustees may be
28 appealed to the county transportation committee.
29

30 Homeless students shall be transported in accordance with the McKinney Homeless Assistance
31 Act and state law.
32

33 In-Town Busing

34
35 In-town busing is defined as the busing of students within three (3) miles of their school. In-
36 town busing is a privilege the District can discontinue at any time. The Superintendent will
37 establish guidelines under which a student may request in-town busing.
38

39 Children in Foster Care

40
41 The Superintendent will appoint a Point of Contact (POC) to coordinate activities relating to the District's
42 provisions of services to children placed in foster care, including transportation services. The
43 Superintendent, or designee, will inform the Department of Health and Human Services who is the POC
44 for the District. The District will collaborate with the Department of Health and Human Services when
45 transportation is required to maintain children placed in foster care in a school of origin outside their
46 usual attendance area or District when in the best interest of the student. Under the supervision of the
47 Superintendent/designee, the POC will invite appropriate District officials, the Department of Health and

Human Services POC, and officials from other districts to consider how such transportation is to be arranged and funded in a cost-effective manner.

If there are additional costs to be incurred in providing transportation to maintain a student in the school of origin, the District will provide transportation to such school if:

- The Department agrees to reimburse the District for the cost of such transportation;
- The District agrees to pay for the cost of such transportation; or
- The District and the Department agree to share the cost of such transportation.

Definitions

“Foster Care” means 24-hour care for children placed away from their parents, guardians, or person exercising custodial control or supervision and for whom the Department has placement care and responsibility.

“School of origin” means the school in which a child is enrolled at the time of placement in foster care.

While “Best Interest” is not defined in ESSA, that determination shall take into account all relevant factors, including consideration of the appropriateness of the current educational setting, and the proximity to the school in which the child is enrolled at the time of foster care placement.

| | | |
|------------------|-----------------------------|---|
| Legal Reference: | § 20-10-101, MCA | Definitions |
| | § 20-10-121, MCA | Duty of trustees to provide transportation – types of transportation – bus riding time limitation |
| | § 20-10-122, MCA | Discretionary provision of transportation and payment for this transportation |
| | § 20-10-123, MCA | Provision of transportation for nonpublic school children |
| | 10.7.101, et seq., ARM | Pupil Transportation |
| | 10.64.101-700, et seq., ARM | Transportation |

Policy History:

Adopted on:

Reviewed on:

Revised on: 7/18/17

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8102

If the Board enters into a contract for transportation services, the contractor shall operate such equipment in accordance with District policy and the rules and regulations of the Board of Public Education. The contract shall be in effect for not more than five (5) years. Before entering into the first such contract, the District shall determine that the cost of contracting for the ensuing term will not exceed projected costs of operating its own system. Before any transportation contract is awarded to a private party or contractor, the trustees shall:

1. Secure bids by advertising for a twenty-one (21)-day period (three (3) consecutive weeks); or
2. Negotiate a new contract with the current contractor, provided the new contract does not exceed by more than twelve percent (12%) per year the basic costs of the previous contract.

The District reserves the right to own, operate, and to choose with respect to any other form of transportation, whether it be regular school, co-curricular, extracurricular, or District business programs, the means of transportation which best fits District needs at that particular time, as determined by the Board.

| | | |
|------------------|------------------|---|
| Legal Reference: | § 20-10-102, MCA | School bus requirements |
| | § 20-10-107, MCA | Power of trustees |
| | § 20-10-125, MCA | Bid letting for contract bus – payments under transportation contract |
| | 10.7.108, ARM | Bus Contracts |

Adopted on:
Revised on:

1 **Charlo Public School District**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8110
page 1 of 3

4
5 Bus Routes and Schedules

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

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

- 15
16 1. A school bus route shall be established with due consideration of the sum total of local
17 conditions affecting the safety, economic soundness, and convenience of its operation,
18 including road conditions, condition of bridges and culverts, hazardous crossings,
19 presence of railroad tracks and arterial highways, extreme weather conditions and
20 variations, length of route, number of families and children to be serviced, availability of
21 turnaround points, capacity of bus, and related factors.
22
23 2. The District may extend a bus route across another transportation service area, if it is
24 necessary in order to provide transportation to students in the District's own
25 transportation service area. A district may not transport students from outside its
26 transportation service area.
27
28 3. No school child attending an elementary school shall be required to ride the school bus
29 under average road conditions more than one (1) hour without consent of the child's
30 parent or guardian.
31
32 4. School bus drivers are encouraged to make recommendations in regard to establishing or
33 changing routes.
34
35 5. Parents should be referred to the Superintendent for any request of change in routes,
36 stops, or schedules.
37

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

41
42 Bus Stops

43
44 Buses should stop only at designated places approved by school authorities. Exceptions should
45 be made only in cases of emergency and inclement weather conditions.
46

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

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

Delay in Schedule

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

Responsibilities - Pupils

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

Responsibilities - Parents

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

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

Safety

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

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

The bus driver is responsible for the use of the warning and stop signaling systems and the consequent protection of his/her passengers. Failure to use the system constitutes negligence on the part of the driver.

Inclement Weather

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

NOTE: To receive full state/county reimbursement, budgets must have enough funds to cover the costs of any changes to the route.

NOTE: The county transportation committee has authority to establish transportation service areas, should circumstances and/or geography (demographics) warrant.

| | | |
|------------------|------------------|---|
| Legal Reference: | ' 20-10-106, MCA | Determination of mileage distances |
| | ' 20-10-132, MCA | Duties of county transportation committee |
| | ' 20-10-121, MCA | Duty of trustees to provide transportation – types of transportation – bus riding time limitation |

Policy History:

Adopted on:

Revised on:

1 **Charlo Public School District**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8111

4
5 Transportation of Students with Disabilities

6
7 Transportation shall be provided as a related service, when a student with a disability requires
8 special transportation in order to benefit from special education or to have access to an
9 appropriate education placement. Transportation is defined as:

- 10
11 (a) Travel to and from school and between schools;
12
13 (b) Travel in and around school buildings or to those activities that are a regular part of the
14 student's instructional program;
15
16 (c) Specialized equipment (such as special or adapted buses, lifts, and ramps) if required to
17 provide special transportation for a student with disabilities.
18

19 The Evaluation Team that develops the disabled student's Individualized Education Program will
20 determine, on an individual basis, when a student with a disability requires this related service.
21 Such recommendations must be specified on the student's IEP. Only those children with
22 disabilities who qualify for transportation as a related service under the provisions of the IDEA
23 shall be entitled to special transportation. All other children with disabilities in the District have
24 access to the District's regular transportation system under policies and procedures applicable to
25 all District students. Utilizing the District's regular transportation service shall be viewed as a
26 "least restrictive environment."
27

28 Mode of Transportation

29
30 One of the District's buses will be the preferred mode of transportation. Exceptions may be
31 made in situations where buses are prohibited from entering certain subdivisions due to
32 inadequate turning space, or when distance from school may seriously impact bus scheduling. In
33 such situations other arrangements, such as an individual transportation contract, may be
34 arranged with parents. Such voluntary agreement will stipulate in writing the terms of
35 reimbursement.
36
37

38 Cross Reference: 3300 Corrective Actions and Punishment

39
40 Legal Reference: 10.16.3820, ARM Transportation for Special Education Students with
41 Disabilities
42

43 Policy History:

44 Adopted on:

45 Revised on:

1 **Charlo Public School District**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8121

4
5 District-Owned Vehicles

6
7 The District owns and maintains certain vehicles. Included among them are pickups, school
8 buses, and vans. These are for use by properly authorized personnel of the District for District
9 business purposes.

10
11 Any driver who receives a citation for a driving violation while operating a District vehicle shall
12 personally pay all fines levied. All citations received while any driver is operating a District
13 owned vehicle for the District or non-school personnel, must be reported to the Superintendent
14 and may result in disciplinary action up to and including termination.

15
16 Bus and Vehicle Maintenance, District

17
18 Buses used in the District's transportation program shall be in safe and legal operating condition.
19 All buses shall be inspected by the Department of Justice, Montana Highway Patrol, before the
20 beginning of each semester. The Superintendent will establish a specific list of tasks bus drivers
21 will perform on a daily basis. All other District vehicles shall be maintained following
22 established programs developed by the Superintendent.

23
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25
26 Policy History:

27 Adopted on:

28 Revised on:

1 **Charlo Public School District**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8123

4
5 Driver Training and Responsibility

6
7 Bus drivers shall observe all state statutes and administrative rules governing traffic safety and
8 school bus operation. At the beginning of each school year, the District will provide each driver
9 with a copy of the District's written rules for bus drivers and for student conduct on buses.

10
11 School bus drivers must hold a valid Montana school bus certificate in order for a district to
12 receive state reimbursement for that driver's bus routes. Qualifications for bus drivers are
13 prescribed by 20-10.103, MCA, and by the board of Public Education in ARM 10.64.201. The
14 first aid certificate required by ARM 10.64.201 must include certification in CPR, be signed by a
15 certified instructor, and be received after an initial in-person training of at least four hours with
16 annual renewals.

17
18 A school bus driver is prohibited from operating a school bus while using a cellular phone,
19 including hands free cellular phone devices, except:

- 20 (1) During an emergency situation;
21 (2) To call for assistance if there is a mechanical breakdown or other mechanical
22 problem;
23 (3) When the school bus is parked.

24
25 A driver may not operate a school bus without a valid, current certificate.

26
27 A teacher, coach, or other certified staff member assigned to accompany students on a bus will
28 have primary responsibility for behavior of students in his or her charge. The bus driver has final
29 authority and responsibility for the bus. The Superintendent will establish written procedures for
30 bus drivers.

31
32
33 Legal Reference: § 20-10-103, MCA School bus driver qualifications
34 10.7.111, ARM Bus Drivers
35 Certification Requirement for
36 Reimbursement
37 10.64.201, ARM School Bus Driver Qualifications
38 National Highway Traffic Safety Administration
39

40 Policy History:

41 Adopted on:

42 Revised on: 7/12/2016

1 **Charlo Public School District**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8124

4
5 Student Conduct on Buses

6
7 The general student code of conduct is applicable to conduct on school buses.

8
9 The Superintendent may establish written rules of conduct for students riding school buses.
10 Such rules will be reviewed annually by the Superintendent and revised if necessary. If rules are
11 substantially revised, they will be submitted to the Board for approval.

12
13 At the beginning of each school year, a copy of the rules of conduct for students riding buses will
14 be provided to students, and the classroom teacher and bus driver will review the rules with the
15 students. A copy of the rules will be available upon request at the District office and in each
16 building principal's office.

17
18 The bus driver is responsible for enforcing the rules and will work closely with a parent and
19 building principal to modify a student's behavior. Rules shall include consistent consequences
20 for student misbehavior. A recommendation for permanent termination of bus privileges,
21 accompanied by a written record of the incident(s) that led to the recommendation, shall be
22 referred to the Superintendent for final determination. The student's parent or guardian may
23 appeal a termination to the Board. No further appeal shall be allowed.

24
25
26
27 Cross Reference: 3310 Student Discipline
28 8111 Transportation of Students with Disabilities

29
30 Legal Reference: § 20-4-302, MCA Discipline and punishment of pupils – definition of
31 corporal punishment – penalty – defense
32 § 20-5-201, MCA Duties and sanctions

33
34 Policy History:

35 Adopted on:

36 Reviewed on:

37 Revised on: 7/17/18

1 **Charlo Public School District**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8125

4
5 School Bus Emergencies

6
7 In the event of an accident or other emergency, the bus driver shall follow the emergency
8 procedures developed by the Superintendent. A copy of the emergency procedures will be
9 located in every bus. To ensure the success of such emergency procedures, every bus driver will
10 conduct an emergency evacuation drill within the first six (6) weeks of each school semester.
11 The District will conduct such other drills and procedures as may be necessary.
12
13
14

15 Policy History:

16 Adopted on:

17 Revised on:

Charlo Public School District

Adopted on: 7/17/18

Reviewed on:

Revised on:

8130

NONINSTRUCTIONAL OPERATIONS

Air Quality Restrictions on Outdoor Activities, Practice and Competition

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

The Charlo School District Board of Trustees and Administration will use the Recommendations for Outdoor Activities Based on Air Quality for Schools guidelines, developed by the Montana Department of Environmental Quality (DEQ) and the DEQ's Air Data Map, as the determining factor when making a decision to allow or not allow students to participate in outdoor activities and contests.

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

1. The Charlo School District will use the air quality monitor on the todaysair.mt.gov website to determine the air quality for our school district.
2. Administration will make decisions whether to hold outdoor activities.
3. The notice to hold or cancel an outdoor activity will be communicated to staff and community through the school's website and email system.

References: 10.55.701(q), ARM

Board of Trustees

[www. todaysair.mt.gov](http://www.todaysair.mt.gov)

<http://svc.mt.gov/deq/todaysair/smokereport/mostRecentUpdate.aspx>

1 **Charlo Public School District**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8132

4
5 Activity Trips

6
7 The use of school buses is strictly limited to school activities. Buses may not be loaned or leased
8 to non-school groups, unless permission is specifically granted by the Board. Buses will be
9 operated by a qualified bus driver on all activity runs, and only authorized activity participants,
10 professional staff, and chaperones assigned by the administration may ride the bus.

11
12 A duplicate copy of the passenger list will be made for all activity trips. One (1) copy will
13 remain with the professional staff member in charge on the bus, and one (1) copy will be given
14 to the Activities Director before the bus departs.

15
16
17
18 Policy History:

19 Adopted on:

20 Revised on:

2
3 **NONINSTRUCTIONAL OPERATIONS**

8200

4
5 Food Services

6
7 The District supports the philosophy of the National School Lunch Program and will provide
8 wholesome, appetizing, and nutritious meals for children in District schools. The Board may
9 authorize a portion of federal funds received in lieu of taxes to be used to provide free meals for
10 federally connected indigent pupils.

11
12 Because of the potential liability of the District, the food services program will not accept
13 donations of food without approval of the Board. Should the Board approve a food donation, the
14 Superintendent will establish inspection and handling procedures for the food and determine that
15 provisions of all state and local laws have been met before selling the food as part of school
16 meals.

17
18 Commodities

19
20 The District will use food commodities made available under the Federal Food Commodity
21 Program for school meals.

22
23 Free and Reduced-Price Food Services

24
25 The District will provide free and reduced-price meals to students, according to the terms of the
26 National School Lunch Program and the laws, rules, and regulations of the state. The District
27 will inform parents of the eligibility standards for free or reduced-price meals. Identity of
28 students receiving free or reduced-price meals will be confidential, in accordance with National
29 School Lunch Program guidelines. A parent has the right to appeal to a designated hearing
30 official any decision with respect to his or her application for free or reduced-price food services.

31
32 The Board may establish programs whereby meals may be provided in the District in accordance
33 with National School Lunch Program guidelines.

34
35 The amount charged for such meals shall be sufficient to cover all costs of the meals, including
36 preparation labor and food, handling, utility, and equipment depreciation costs.

37
38
39 Legal Reference: § 20-10-204, MCA Duties of trustees
40 § 20-10-205, MCA Allocation of federal funds to school food services
41 fund for federally connected, indigent pupils
42 § 20-10-207, MCA School food services fund

43
44 Policy History:

45 Adopted on:

46 Revised on:

Charlo School District

Adopted on: 12/20/2016

Reviewed on:

Revised on:

8205 -R

NONINSTRUCTIONAL OPERATIONS

Meal Charge Policy

Note: For the purpose of this policy, parent includes guardian, caretaker relative, and any adult responsible for the care of the child.

Elementary

Students at the elementary level may pay cash for their meals at any time. Cash may be paid for a meal, even if the account has a negative balance at the time of that purchase. Meals may be pre-paid by the week, month, semester or the school year.

When a student has a negative balance in their account, the student will be allowed to charge up to the limit of **\$20.00**. When the limit of **\$20.00** is reached, the student will be allowed to eat an alternate meal of [peanut butter on bread, cup of carrots, cup of peaches or pears, and a milk]. This meal charge will be added to the student's account, but this meal will be given until the student makes a payment on the account, which will bring the account below the **\$20.00** limit. Lunch account monitoring is the responsibility of the parent and the child. The cashier is there for help in any way—children may ask for a balance at any time. If the parent allows the account to go into debt over **\$20.00**, the child loses the privilege of choosing their lunch choice and the alternative meal is chosen for them. Deposit request letters will go out once per week, so please check with your child.

Students are responsible for their own cash lunch money—the school will not replace stolen or lost cash. Parents that send a check for the account and the check is lost or does not appear on the account, may bring in a photo copy of the check from the bank to the office if it has been cashed. Mistakes happen and if the check was cashed by our food service, corrections to the account will be made as soon as possible. If a photo copy is not available, the deposit will not be replaced. Please send deposit money via check, if possible, (cash is accepted, also), in an envelope with the child's full name.

Middle School and High School

Students may pay cash for their meals at any time. Meals may be paid for by the day, or may pre pay for lunches by the week, month, or school year.

When a student has a negative balance in their account, the student will be allowed to charge up to the limit of **\$20.00**. When the limit of **\$20.00** is reached, he or she will not be given any food. The student may call home or ask a friend to borrow money, but the District will not allow them to charge past the given amount. The student may check with the [cashiers, lunch supervisor] to see the balance of their account at any time. It is the responsibility of the parent and student to manage the prepaid account. Parents may call the office at 644-2206 to check the balance of their child's account or monitor your child's account through the student information system.

A la carte snacks are sold at both middle and high school levels. Students with a negative balance of any amount will not be allowed to charge a la carte snacks but will be allowed to purchase snacks with cash.

Adult Meals:

Adults are not allowed to charge meals or A la Carte purchases, as per USDA policy regarding school food service use of Federal NSLP funds.

Charlo School District

Adopted on: 12/20/2016

Reviewed on:

Revised on:

8210 - R

NONINSTRUCTIONAL OPERATIONS

Page 1 of 2

Procurement Policy for School Food Purchases

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

Purchases:

- Purchases greater than \$80,000:
 - If the aggregate amount exceeds eighty thousand dollars (\$80,000), the contract must be awarded through a formal bid process and a call for bids or request for proposals shall be published according to 20-9-204, MCA. No contract shall be divided for the purpose of avoiding the formal procurement process.
 - The District may enter into a cooperative purchasing contract for procurement of supplies with one or more districts or a Cooperative Services Program. This allows the District to participate in a cooperative purchasing group to purchases supplies through the group without bidding if the cooperative purchasing group has a publicly available master list of items available with pricing included and provides an opportunity at least twice yearly for any vendor, including a Montana vendor, to compete, based on a lowest responsible bidder standard.
- Purchases greater than \$5,000 and less than \$80,000:
 - Any purchase greater than \$5,000 and less than eighty thousand (\$80,000) will be handled in a fair and equitable manner consistent with district policy on purchasing.
 - The Charlo School District will obtain two or more estimates when any purchase will cost more than \$5,000 and less than eighty thousand (\$80,000).
 - The District may enter into a cooperative purchasing contract for procurement of supplies with one or more districts or a Cooperative Services Program. This allows the District to participate in a cooperative purchasing group to purchases supplies through the group without bidding if the cooperative purchasing group has a publicly available master list of items available with pricing included and provides an opportunity at least twice yearly for any vendor, including a Montana vendor, to compete, based on a lowest responsible bidder standard.

Standards of Conduct for District Employees:

- The Charlo School District maintains the following code of conduct for any employees engaged in award and administration of contracts supported by Federal Funds:
- No District employee will engage in any procurement when there is a conflict of interest, real or perceived, and District employees cannot solicit or accept any gratuities, favors or anything of monetary value from prospective vendors. This shall not preclude district personnel from serving on boards or participating in organizations that support the district's need to obtain quality services and supplies.

- No District employee shall participate in the selection, award or administration of a contract when any of the following persons have a financial interest in the firm selected for award:
 - The employee
 - Any member of his/her immediate family
 - People with whom there is an intimate personal relationship
 - An organization which employs or is about to employ any of the above
- The District would like all employees to behave with the utmost integrity and never be self-serving, be fair in all aspects of the procurement process, be alert to conflicts of interest, and avoid any compromising situations.
- Employees found to be in violation of this policy are subject to disciplinary action, up to and including termination.

1 **Charlo Public School District**

2
3 **PERSONNEL**

8225

4
5 Tobacco Free Policy

6
7 The District maintains tobacco-free buildings and grounds. Tobacco includes but is not limited to
8 cigarettes, cigars, snuff, pipe smoking tobacco, smokeless tobacco, vapor product, alternative
9 nicotine product or any other tobacco or nicotine delivery innovation.

10
11 Use of tobacco or nicotine products in a public school building or on public school property is
12 prohibited, unless used in a classroom or on other school property as part of a lecture,
13 demonstration, or educational forum sanctioned by a school administrator or faculty member,
14 concerning the risks associated with using tobacco products or in connection with Native
15 American cultural activities.

16
17 For the purpose of this policy, “public school building or public school property” means:

- 18
19 • Public land, fixtures, buildings, or other property owned or occupied by an institution for
20 the teaching of minor children, that is established and maintained under the laws of the
21 state of Montana at public expense; and
22
23 • Includes playgrounds, school steps, parking lots, administration buildings, athletic
24 facilities, gymnasiums, locker rooms, and school vehicles.
25
26

27 Violation of the policy by students and staff will be subject to actions outlined in District
28 discipline policies.
29

30 Use of FDA-approved cessation devices may be permitted at school buildings and on school
31 grounds with the approval of the building administrator.
32

| | | |
|---------------------|------------------------|---|
| 33 Legal Reference: | § 20-1-220, MCA | Use of tobacco product in public school |
| | | building or on public school property |
| | | prohibited |
| | § 50-40-104(4)(e), MCA | Smoking in enclosed public places |
| | | prohibited – notice to public - place where |
| | | prohibition inapplicable |
| | ARM 37.111.825(5) | Health Supervision and Maintenance |
| | 42 U.S.C. 1996, 1996a | American Indian Religious Freedom Act |

41
42 Policy History:

43 Adopted on:

44 Reviewed on:

45 Revised on: 04/28/10, 07/16/19, 12/19/19

1 **Charlo Public School District**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8230

4
5 Nutrition

6
7 The District will provide school meals which meet or exceed nutritional standards required by
8 state and federal school lunch programs.

9
10 The Superintendent will establish rules for the sale of foods during the school day. To encourage
11 students to eat nutritious lunches, competitive food services will not be permitted to operate
12 anywhere on school premises during or for a period of one (1) hour before and after the lunch
13 period.

14
15 The principal must give prior approval to any food sales of an occasional nature.
16
17

18
19 Legal Reference: § 20-10-204, MCA Duties of trustees
20

21 Policy History:

22 Adopted on:

23 Revised on:

1 **Charlo Public School District**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8300

4
5 Risk Management

6
7 The Board believes the District must identify and measure risks of loss which may result from
8 damage to or destruction of District property or claims against the District by persons claiming to
9 have been harmed by action or inaction of the District, its officers or staff. The District will
10 implement a risk management program to reduce or eliminate risks where possible and to
11 determine which risks the District can afford to assume. Such program will consider the
12 benefits, if any, of joining with other units of local government for joint purchasing of insurance,
13 joint self-insuring, or joint employment of a risk manager. The Board will assign primary
14 responsibility for administration and supervision of the risk management program to a single
15 person and will review the status of the risk management program each year.

16
17 The District will purchase surety bonds for the Superintendent, Clerk, and such other staff and in
18 such amounts as the Board shall from time to time determine to be necessary for honest
19 performance of the staff in the conduct of the District's financial operations.
20
21
22

| | | |
|---------------------|--------------------------|---|
| 23 Legal Reference: | § 20-6-608, MCA | Authority and duty of trustees to insure |
| | | district property |
| | § 20-3-331, MCA | Purchase of insurance – self-insurance plan |
| | §§ 2-9-101, et seq., MCA | Liability Exposure |
| | § 2-9-211, MCA | Political subdivision insurance |
| | § 2-9-501, MCA | General Provisions Related to Official |
| | | Bonds |

29
30

31 Policy History:

32 Adopted on:

33 Revised on:

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8301

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

The board of trustees has identified the following local hazards that exist within the boundaries of its school district: fire, earthquake, campus intruder, stray animal, tornado, blizzard, bomb threat, and water tower event.

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 will develop safety and health standards which comply with the Montana Safety Culture Act. 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.

| | | |
|------------------|-----------------------------|---|
| 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 |

Adopted on:
Reviewed on:
Revised on: 9/15/15, 12/19/19

1 **Charlo Public School District**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8320

4
5 Property Damage

6
7 The District will maintain a comprehensive insurance program which will provide adequate
8 coverage, as determined by the Board, in the event of loss or damage to school buildings and/or
9 equipment, including motor vehicles. The comprehensive insurance program will maximize the
10 District's protection and coverage while minimizing costs for insurance. This program may
11 include alternatives for sharing the risk between the District and an insurance carrier and through
12 self-insurance plans.

13
14 Privately Owned Property

15
16 The District will not assume responsibility for maintenance, repair, or replacement of any
17 privately owned property brought to a school or to a District function, unless the use or presence
18 of such property has been specifically requested in writing by the administration.

19
20
21
22 Legal Reference: § 20-6-608, MCA Authority and duty of trustees to insure district
23 property

24
25 Policy History:

26 Adopted on:

27 Revised on:

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8400

Unless the property can be disposed of without a vote, the Board has the power to dispose of all District property, only when the qualified electors of the District approve of such action at an election called for such approval or when the trustees adopt a resolution stating their intention to dispose of the property. When the trustees adopt such a resolution, they shall schedule a meeting to consider a resolution to authorize the sale of the real property. The conduct of the meeting and any such subsequent appeals shall be in accord with § 20-6-604, MCA.

Receipts from a sale of real property shall be placed in the debt service fund, building fund, general fund, or in any combination of these three (3) funds, at the Board's discretion.

| | | |
|------------------|-----------------|---|
| Legal Reference: | § 20-6-603, MCA | Trustees' authority to acquire or dispose of sites and buildings – when election required |
| | § 20-6-604, MCA | Sale of property when resolution passed after hearing – appeal procedure |

Adopted on:
Revised on:

1 **Charlo Public School District**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8410

4
5 Operation and Maintenance of District Facilities

6
7 The District seeks to maintain and operate facilities in a safe and healthful condition. The head
8 maintenance person, in cooperation with principals, fire chief, and county sanitarian, will
9 periodically inspect plant and facilities. The head maintenance person will develop a program to
10 maintain the District physical plant by way of a continuous program of repair, maintenance, and
11 reconditioning. Budget recommendations will be made each year to meet these needs and any
12 such needs arising from an emergency.

13
14 The head maintenance person will formulate and implement energy conservation measures.
15 Principals and staff are encouraged to exercise other cost-saving procedures in order to conserve
16 District resources in their buildings.

17
18
19
20 Legal Reference: 10.55.908, ARM School Facilities

21
22 Policy History:

23 Adopted on:

24 Revised on:

1 **Charlo Public School District**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8420

4
5 District-Wide Asbestos Program

6
7 It is the intent of the District that the Asbestos Hazard Emergency Response Act (AHERA) and
8 all of its amendments and changes be complied with by all District employees, vendors, and
9 contractors.

10
11
12
13 Legal Reference: 15 USC § 2641 Congressional findings and purpose

14
15 Policy History:

16 Adopted on:

17 Revised on:

1 **Charlo Public School District**

2
3 **NONINSTRUCTIONAL OPERATIONS**

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Page 1 of 2

4
5 Lead Renovation

6
7 In accordance with the requirements of the Environmental Protection Agency (EPA), the Charlo
8 School District has this Lead Renovation Policy that is designed to recognize, control and
9 mitigate lead hazards 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 guardian of
40 a child using the child-occupied facility.
41 (ii) While the renovation is ongoing, post informational signs describing the general nature and
42 locations of the renovation and the anticipated completion date. These signs must be posted in
43 areas where they can be seen by the parents or guardians of the children frequenting the child-
44 occupied facility. The signs must be accompanied by a posted copy of the pamphlet or information
45 on how interested parents or guardians can review a copy of the pamphlet or obtain a copy from
46 the renovation firm at no cost to the parents or guardians.
47 4. The renovation company must prepare, sign, and date a statement describing the steps
48

performed to notify all parents and guardians of the intended renovation activities and to provide the pamphlet.

Recordkeeping Requirements *

All documents must be retained for three (3) years following the completion of a renovation.

- Records that must be retained include:
- Reports certifying that lead-based paint is not present.
- Records relating to the distribution of the lead pamphlet.
- Documentation of compliance with the requirements of the Lead-Based Paint Renovation, Repair, and Painting Program.

**Note: The MTSBA recommends that districts follow the same record retention schedule as they do for Asbestos abatement (forever).*

| | | |
|------------------|----------------------------|--|
| Legal Reference: | 40 CFR Part 745, Subpart E | Lead-based paint poisoning in certain residential structures |
| | 15 U.S.C. 2682 and 2886 | Toxic Substances Control Act, Sections 402 and 406 |

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 **Charlo School District**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8425

Page 1 of 2

4
5
6 Service Animals

7
8 For the purposes of this policy, state law defines a service animal as a dog or any other animal
9 that is individually trained to do work or perform tasks for the benefit of an individual with a
10 disability. Federal law definition of a disability includes a physical, sensory, psychiatric,
11 intellectual, or other mental disability.

12
13 The District shall permit the use of a miniature horse by an individual with a disability,
14 according to the assessments factors as outlined in Policy 8425P, if the miniature horse has been
15 individually trained to do work or perform tasks for the benefit of the individual with a disability.

16
17 The Charlo School District will permit the use of service animals by an individual with a
18 disability according to state and federal regulations. The School District will honor requests for
19 service animals in accordance with the applicable Section 504 or Special Education policy
20 adopted by the Board of Trustees. The work or tasks performed by a service animal must be
21 directly related to the handler's disability.

22
23 Examples of work or tasks performed by the service animal to accommodate an identified
24 disability include, but are not limited to, assisting individuals who are blind or have low vision
25 with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the
26 presence of people or sounds, providing nonviolent protection or rescue work, pulling a
27 wheelchair, assisting an individual during a seizure, alerting individuals to the presence of
28 allergens, retrieving items such as medicine or the telephone, providing physical support and
29 assistance with balance and stability to individuals with mobility disabilities, and helping persons
30 with psychiatric and neurological disabilities by preventing or interrupting impulsive or
31 destructive behaviors.

32
33 The crime deterrent effects of an animal's presence and the provision of emotional support, well-
34 being, comfort, or companionship do not constitute work or tasks for the purposes of this
35 definition.

36
37 The District may ask an individual with a disability to remove a service animal from the
38 premises if:

- 39 • The animal is out of control and the animal's handler does not take effective action to
40 control it; or
41 • The animal is not housebroken

42
43 The District is not responsible for the care or supervision of the service animal.
44
45
46

Individuals with disabilities shall be permitted to be accompanied by their service animals in all areas of the District's facilities where members of the public, participants in services, programs or activities, or invitees, as relevant, are allowed to go.

| | | |
|------------------|--------------|---|
| Cross Reference: | Policy 8425P | Procedure for allowance of service animals |
| | Policy 2161 | Special Education |
| | Policy 2162 | Section 504 of the Rehabilitation Act of 1973 |

| | | |
|------------------|------------------|-----------------|
| Legal Reference: | 28 CFR 35.136 | Service Animals |
| | 28 CFR 35.104 | Definitions |
| | 49-4-203(2), MCA | Definitions |

Policy History:

Adopted on: 10/01/15

Reviewed on:

Revised on: 07/16/19

Charlo School District

NONINSTRUCTIONAL OPERATIONS

8425P

Service Animal Allowance Procedure

The School District will honor requests for service animals by students or staff in accordance with the applicable Section 504 or Special Education policy adopted by the Board of Trustees. The following procedures have been developed which will help guide the administration when a request for the use of a service animal has been presented by an individual with a disability.

Inquiries: The administration shall not ask about the nature or extent of a person's disability, but may make two inquiries to determine whether an animal qualifies as a service animal. The administration may ask if the animal is required because of a disability and what work or task the animal has been trained to perform. The administration shall not require documentation, such as proof that the animal has been certified, trained, or licensed as a service animal. Generally, the administration may not make these inquiries about a service animal when it is readily apparent that an animal is trained to do work or perform tasks for an individual with a disability (e.g., the dog is observed guiding an individual who is blind or has low vision, pulling a person's wheelchair, or providing assistance with stability or balance to an individual with an observable mobility disability).

Exclusions: The administration may ask the individual to remove the service animal from the premises if the animal is out of control and the handler does not take effective action to control it, or if the animal is not housebroken. If the administration properly excludes the service animal, it shall give the individual the opportunity to participate in the service, program, or activity without having the service animal on the premises.

Surcharges: The administration shall not ask or require the individual to pay a surcharge, even if people who are accompanied by pets are required to pay fees, or to comply with other requirements generally not applicable to people without pets. If the District normally charges individuals for the damage they cause, the individual may be charged for damage caused by his or her service animal.

Miniature horses assessment factors: In determining whether reasonable modifications can be made to allow a miniature horse into a specific facility, the District shall consider:

- The type, size, and weight of the miniature horse
- Whether the miniature horse is housebroken, and
- Whether the miniature horse's presence in a specific facility compromises legitimate safety requirements that are necessary for safe operation.

Policy History:

Promulgated on:

Reviewed on:

Revised on: 07/16/19

Charlo Public School District

Adopted on: 7/17/18

Reviewed on:

Revised on:

8426

NONINSTRUCTIONAL OPERATIONS

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The District supports the use of therapy dogs and other therapy animals by teachers or other qualified school personnel ("Owner") for the benefit of its students, subject to the conditions of this policy.

Therapy Animals

Therapy dogs and other therapy animals are family pets that are trained and registered or certified through therapy organizations. They are only half of the therapy team. The handler is the other half. Therapy teams enter the school by invitation or prior approval.

A therapy animal is not a service animal, and unlike a service animal, a therapy animal does not assist a person with a disability with activities of daily living, nor does it accompany a person with a disability at all times. Therapy animals do not have legal rights.

Requirements of Therapy Animals and User/Owners

Individuals with disabilities using therapy or companion animals are responsible for their animals at all times and must comply with the following requirements:

Request: An Owner must submit a written request to the Superintendent. The request must be renewed each school year or whenever a different therapy animal will be used.

Registration, Training and Certification: The Owner must register the therapy animal and provide documentation of the registration, certification, and training to the Superintendent. The registration and certification must remain current at all times.

Health and Vaccination: The therapy animal must be clean, well groomed, in good health, house broken, and immunized against diseases common to dogs. The Owner must submit proof of current licensure from the local licensing authority and proof of the therapy animal's current vaccinations and immunizations from a licensed veterinarian.

Control: A therapy animal must be under the control of the "Owner", at all times, through the use of a leash or other tether unless the use of a leash or other tether would interfere with the therapy animals' safe, effective performance of its work or tasks.

Identification: The therapy animals must wear appropriate visible identification that identifies in writing that the animal is a therapy animal.

Behavior: The Owner must take responsibility for the behavior of the animal in private and public places, and for due care and diligence in the use of the animal on school district property.

Health and Safety: The therapy animal must not pose a health and safety risk to any student, employee, or other person at the school.

Supervision and Care of Therapy Animals: The Owner is solely responsible for the supervision and care of the therapy dog, including any feeding, exercising, and clean-up while the animal is in the school building or on school property. The school district is not responsible for providing any care, supervision, or assistance for a therapy animal.

Authorized Areas: The Owner shall only allow the therapy animal to be in areas in school buildings or on school property that are authorized by the school administrators.

Insurance: The Owner must submit a copy of an insurance policy that provides liability coverage for the therapy animal while on school property.

Exclusion or Removal from School. A therapy animal may be excluded from school property and buildings if a school administrator determines that:

- (1) A handler does not have control of the therapy animal;
- (2) The therapy animal is not house broken;
- (3) The therapy animal presents a direct and immediate threat to others in the school; or
- (4) The animal's presence otherwise interferes with the educational process.

The Owner shall be required to remove the therapy animal from school premises immediately upon such a determination.

Allergic Reactions. If any student or school employee assigned to a classroom in which a therapy animal is permitted, and suffers an allergic reaction to the therapy animal, the Owner of the animal will be required to remove the animal to a different location designated by an administrator.

Damages to School Property and Injuries: The Owner of a therapy animal is solely responsible and liable for any damage to school property or injury to personnel, students, or others caused by the therapy animal.

Therapy Animals in Training; This policy shall also be applicable to therapy animals in training that are accompanied by a bona fide trainer.

Charlo Public School District

Request to use Therapy Animal in School

8426F

Board Policy 8426 governs the use of therapy animals in school. The request shall be submitted to the Superintendent for approval each school year and/or whenever the Owner wishes to use a different therapy animal.

Name of Owner: _____

Name of Handler (if different from Owner): _____

Owner address: _____

Handler address (if different from Owner): _____

Owner email: _____

Handler email (if different from Owner): _____

Building(s) where animal will be used: _____

Please describe, in detail, what the animal will do at the school. _____

Date: _____

Owner Phone Number: _____

Handler Phone Number: _____

Name of Therapy Animal: _____

Please attach the following to this form:

Proof of registration as a therapy animal handler with the individual animal to be used (*Note: Such registration shall be from an organization that requires an evaluation of the therapy animal and handler prior to registration and at least every two years*)

Proof from a licensed veterinarian that the therapy animal is in good health and has been immunized against diseases common to the particular animal. Such vaccinations shall be kept current and up to date at all times.

Proof of licensure from the local licensing authority.

Copy of an insurance policy that provides liability coverage for the work of the handler and therapy animal while the two are on school district property.

Owner's Signature: _____

Date: _____

Handler's Signature (if different from Owner): _____

Date: _____

Superintendent's Signature: _____

Date: _____

1 **Charlo School District**

2
3 **NONINSTRUCTIONAL OPERATIONS**

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4
5
6 The District will retain, in a manner consistent with applicable law and the state's *Rules for*
7 *Disposition of Local Government Records*, such records as are required by law or regulations to
8 be created and/or maintained, and such other records as are related to students, school personnel,
9 and the operations of the schools.

10
11 For the purpose of this policy, "records" are all documentary materials, regardless of media or
12 characteristics, made or received and maintained by the school unit in transaction of its business.
13 Records include email and other digital communications sent and received.

14
15 Records may be created, received, and stored in multiple formats, including but not limited to
16 print, microfiche, audio and videotapes, and various digital forms (on hard drives, computer
17 disks and CDs, servers, flash drives, etc.).

18
19 The Superintendent will be responsible for developing and implementing a records management
20 program for the cataloging, maintenance, storage, retrieval, and disposition of school records.
21 The Superintendent will also be responsible for developing guidelines to assist school employees
22 in understanding the kinds of information that must be saved and those which can be disposed of
23 or deleted. The Superintendent may delegate records-management responsibilities to other
24 school personnel at his/her discretion to facilitate implementation of this policy.

25
26 **Litigation Holds for Electronic Stored Information (ESI)**

27
28 The school district will have an ESI Team. The ESI Team is a designated group of individuals
29 who implement and monitor litigation holds, a directive not to destroy ESI that might be relevant
30 to a pending or imminent legal proceeding. The ESI Team will include a designated school
31 administrator, an attorney, and a member from the Technology Department. In the case of a
32 litigation hold, the ESI Team shall direct employees and the Technology Department, as
33 necessary, to suspend the normal retention procedure for all related records.

34
35 **Inspections of ESI**

36
37 Any requests for ESI records should be made in writing and will be reviewed by the
38 Superintendent or designee, in consultation with an attorney if needed, and released in
39 accordance with Montana public records law.

40
41 **Delegated Authority**

42
43 The Board delegates to the Superintendent or designees the right to implement and enforce
44 additional procedures or directives relating to ESI retention consistent with this policy, as
45 needed.

Information Security Breach

Information security breaches shall be handled in accordance with 30-14-1704, MCA, Computer Security Breach, including, but not limited to, investigations and notifications.

Cross Reference: 1402 School Board Use of Electronic Mail
 3600, 3600P Student Records
 5231, 5231P Personnel Records
 5450 Employee Electronic Mail and On-Line Services Usage

Legal Reference: Montana Secretary of State (Rules for Disposition of Local Government
 Records)
 Federal Rules of Civil Procedure (FRCP)
 § 20-1-212, MCA Destruction of records by school officer
 § 20-9-215, MCA Destruction of certain financial records
 24.9.805 (4), ARM Employment Records
 30-14-1704, MCA Computer Security Breach

Policy History:

Adopted on:

Revised on: October, 2006, 7/12/2016

1 **Charlo Public School District**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8440

4
5 Computer Software

6
7 Unauthorized copying of any computer software licensed or protected by copyright is theft.
8 Failure to observe software copyrights and/or license agreements may result in disciplinary
9 action by the District and/or legal action by a copyright owner.

10
11 No District-owned computing resources should be used for unauthorized commercial purposes.
12
13
14

15 Policy History:

16 Adopted on:

17 Revised on:

1 **Charlo School District**

2
3 **NONINSTRUCTIONAL OPERATIONS**

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4
5 Cyber Incident Response

6
7 A cyber incident is a violation or imminent threat of violation of computer security policies,
8 acceptable use policies, or standard computer security practices. An incident response capability
9 is necessary for rapidly detecting incidents, minimizing loss and destruction, mitigating the
10 weaknesses that were exploited, and restoring computing services.

11
12 The School District is prepared to respond to cyber security incidents, to protect District systems
13 and data, and prevent disruption of educational and related services by providing the required
14 controls for incident handling, reporting, and monitoring, as well as incident response training,
15 testing, and assistance.

16
17 Responsibilities of Specific Staff Members

18
19 Individual Information Technology User:

20 All users of District computing resources shall honor District policy and be aware of what
21 constitutes a cyber security incident and shall understand incident reporting procedures.

22
23 District Information Technology Director

24 Provide incident response support resources that offer advice and assistance with handling and
25 reporting of security incidents for users of School District information systems. Incident
26 response support resources may include, but is not limited to: School District information
27 technology staff, a response team outlined in this policy, and access to forensics services.

28
29 Establish a Cyber Security Incident Response Team (CSIRT) to ensure appropriate response to
30 cyber security incidents. CSIRT responsibilities shall be defined in the School District position
31 descriptions.

32
33 District Superintendent:

34 Develop organization and system-level cyber security incident response procedures to ensure
35 management and key personnel are notified of cyber security incidents as required.

36
37 Procedures

38
39 Designated officials within the District shall review and approve incident response plans and
40 procedures at least annually. The incident response plans and/or procedures shall:

- 41
- 42 • Provide the District with a roadmap for implementing its incident response
 - 43 capability
 - 44 • Describe the structure and organization of the incident response capability
 - 45 • Provide a high-level approach for how the incident response capability fits into
 - 46 the overall organization

- Meet the unique requirements of the District, which relate to mission, size, structure, and functions
- Define reportable incidents
- Provide metrics for measuring the incident response capability within the organization
- Define the resources and management support needed to effectively maintain and mature an incident response capability

Upon completion of the latest incident response plan, designated officials shall:

- Distribute copies of the incident response plan/procedures to incident response personnel.
- Communicate incident response plan/procedure changes to incident response personnel and other organizational elements as needed.
- Provide incident response training to information system users consistent with assigned roles and responsibilities before authorizing access to the information system or performing assigned duties, when required by information system changes; and annually thereafter.
- Test the incident response capability for the information systems they support at least annually to determine effectiveness.
- Track and document information system security incidents.
- Promptly report cyber security incident information to appropriate authorities in accordance with reporting procedures.

Policy History:

Adopted on: 12/19/19

Reviewed on:

Revised on: