

# SCOBAY K-12 SCHOOLS

## POLICY MANUAL



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# SCOBAY K-12 SCHOOLS

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# SCOBEEY SCHOOL DISTRICT

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Scobey K-12 Schools

Adopted on: 02/19/90

Reviewed on:

1000 - R

BOARD OF TRUSTEES

Revised on: 10/18/04, 1/23/17

Legal Status, Operation and Organization

The legal name of this District is Scobey School District No. 1, Daniels County, State of Montana. The District is classified as a class 2 district and is operated according to the laws and administrative rules pertaining to a class 2 district.

The Board of Trustees of Scobey School District No. 1 is the governmental entity established by the state of Montana and constitutionally charged of the supervision and control of all aspects of the District's operations.

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

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

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

Legal Reference:	§ 20-3-323, MCA	District policy and record of acts
	§ 20-3-324, MCA	Powers and duties
	§ 20-6-101, MCA	Definition of elementary and high school districts
	§ 20-6-201, MCA	Elementary district classification
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	§ 20-9-309, MCA	Basic system of free quality public elementary and secondary schools defined – identifying educationally relevant factors – establishment of funding formula and budgetary structure – legislative review
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1 Scobey K-12 Schools

2  
3 Adopted on: 10/12/20

4 Reviewed on:

5 1006FE

6 FLEXIBILITY AND EFFICIENCY

7 Revised on:

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8 Transfers for School Safety

9  
10 It is the policy of the District to increase the flexibility and efficiency of the District’s resources  
11 by utilizing the provision of law allowing transfers of funds to improve school safety and  
12 security.

13  
14 The District may transfer state or local revenue from any budgeted or non-budgeted fund, other  
15 than the debt service fund or retirement fund, to its building reserve fund in an amount not to  
16 exceed the school district's estimated costs of improvements to school and student safety and  
17 security

18  
19 The transfer of such funds can be for:

- 20  
21 1. planning for improvements to and maintenance of school and student safety,  
22 including but not limited to the cost of services provided by architects,  
23 engineers, school resource officers, counselors, and other staff or consultants  
24 assisting with improvements to school and student safety and security;  
25 2. programs to support school and student safety and security, including but not  
26 limited to active shooter training, threat assessments and restorative justice;  
27 3. installing or updating locking mechanisms and ingress and egress systems at  
28 public school access points, including but not limited to systems for exterior  
29 egress doors and interior passageways and rooms, using contemporary  
30 technologies;  
31 4. installing or updating bullet-resistant windows and barriers; and  
32 5. installing or updating emergency response systems using contemporary  
33 technologies

34  
35 Any transfers made under this policy and Montana law are not considered expenditures to be  
36 applied against budget authority. Any revenue transfers that are not encumbered for expenditures  
37 in compliance with the four reasons stated above, within 2 full school fiscal years after the funds  
38 are transferred, must be transferred back to the originating fund from which the revenue was  
39 transferred.

40  
41 If transfers of funds are made from a District fund supported by a non-voted levy, the District  
42 may not increase its non-voted levy for the purpose of restoring the transferred funds.

43  
44 Legal Reference: 20-9-503, MCA Budgeting, tax levy, and use of building reserve  
45 fund.

46 20-9-236, MCA Transfer of funds – improvements to school  
47 safety and security

Scobey K-12 Schools

Adopted on: 10/12/20

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 agency

# Scobey K-12 Schools

Adopted on: 10/12/20

Reviewed on:

1007FE-F1

FLEXIBILITY AND EFFICIENCY

Revised on:

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## Model Multidistrict Agreement

### 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.

NOW THEREFORE, the districts hereby agree as follows:



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

multidistrict cooperative is dissolved in its entirety or any Participating District terminates its participation in the multidistrict cooperative, the provisions of Paragraph 12 below shall apply.

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

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

As agreed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
\_\_\_\_\_

Attest:

\_\_\_\_\_  
\_\_\_\_\_

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

Scobey K-12 Schools

Adopted on: 10/12/20

Reviewed on:

Revised on:

1014FE

FLEXIBILITY AND EFFICIENCY

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Intent to Increase Non-Voted Levy

The trustees shall adopt a resolution no later than March 31 whenever the trustees intend to impose an increase in a non-voted levy in the ensuing school fiscal year for the purposes of funding any of the funds listed below:

- a) Tuition fund under 20-5-324;
- b) Adult education fund under 20-7/705;
- c) Building reserve fund under 20-9-502 and 20-9-503;
- d) Transportation fund under 20-10-143 and 20-10-144;
- e) Bus depreciation reserve fund under 20-10-147; and
- f) Flexibility fund for purposes of transformational learning.

The trustees shall provide notice of intent to impose an increase in a non-voted levy for the ensuing school fiscal year by:

- a) Adopting a resolution of intent to impose an increase in a non-voted levy that includes, at a minimum, the estimated number of increased or decreased mills to be imposed and the estimated increased or decreased revenue to be raised compared to non-voted levies under a-e imposed in the current school fiscal year and, based on the district’s taxable valuation most recently certified by the department of revenue under 15-10-202, the estimated impacts of the increase or decrease on a home valued at \$100,000 and a home valued at \$200,000, and
- b) Publish a copy of the resolution in a newspaper that will give notice to the largest number of people of the district as determined by the trustees and posting a copy of the resolution to the school district’s website.

The resolution and publication of same must take place no later than March 31.

The Superintendent shall keep the trustees informed of any changes that may have occurred, which may have an effect on the estimated change in the mills and revenue, between the adoption of the resolution and the final adoption of the budget.

Legal Reference:      20-9-116, MCA      Resolution of intent to increase nonvoted levy –  
notice  
                                 Chapter 402 (2019)      Transformational Learning Incentives

# Scobey K-12 Schools

Adopted on: 10/12/20

Reviewed on:

1014FE-F1

FLEXIBILITY AND EFFICIENCY

Revised on:

Notice of Intent to Impose an Increase in Levies Form

As an essential part of its budgeting process, the Scobey K-12 Schools Board of Trustees is authorized by law to impose levies to support its budget. The Scobey K-12 Schools Board of Trustees estimates the following increases/decreases in revenues and mills for the funds noted below for the next school fiscal year beginning July 1, \_\_\_\_\_, using certified taxable valuations from the current school fiscal year as provided to the district:

Fund Supported	Estimated Change in Revenues*	Estimated Change in Mills*	Estimated Impact, Home of \$100,000*	Estimated Impact, Home of \$200,000*
Adult Education	\$__ increase/decrease	\$__ increase/decrease	\$__ increase/decrease	\$__ increase/decrease
Bus Depreciation	\$__ increase/decrease	\$__ increase/decrease	\$__ increase/decrease	\$__ increase/decrease
Transportation	\$__ increase/decrease	\$__ increase/decrease	\$__ increase/decrease	\$__ increase/decrease
Tuition	\$__ increase/decrease	\$__ increase/decrease	\$__ increase/decrease	\$__ increase/decrease
Building Reserve	\$__ increase/decrease	\$__ increase/decrease	\$__ increase/decrease	\$__ increase/decrease
Flexibility	\$__ increase/decrease	\$__ increase/decrease	\$__ increase/decrease	\$__ increase/decrease
Total	\$__ increase/decrease	\$__ increase/decrease	\$__ increase/decrease	\$__ increase/decrease

**\*Impacts above are based on** current certified taxable valuations from the current school fiscal year

Regarding the increase in the building reserve levy referenced above, the following are school facility maintenance projects anticipated to be completed at this time:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

Legal Reference: 20-9-116, MCA Resolution of intent to increase nonvoted levy - notice

Scobey K-12 Schools

Adopted on:

Reviewed on:

1105 - R

BOARD OF TRUSTEES

Revised on: 1/23/17

Membership and Terms of Office

The District is governed by a Board of Trustees consisting of five (5) members. The powers and duties of the Board include the broad authority to adopt and enforce all policies necessary for the management, operations and governance of the District. Except as otherwise provided by law, trustees shall hold office for terms of three (3) years, or until their successors are elected and qualified. Terms of trustees shall be staggered as provided by law.

All trustees shall participate on an equal basis with other members in all business transactions by the District.

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

Scobey K-12 Schools

Adopted on: 02/19/90  
Reviewed on: 06/06/17  
Revised on: 01/15/2020

1110

BOARD OF TRUSTEES

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Taking Office

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

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

The person shall qualify by taking an oath of office administered by the county superintendent, the superintendent’s designee, or any officer provided for in 1-6-101, MCA or 2-16-116, MCA. Such oath must be filed with the county superintendent not more than twenty-five (25) days after the receipt of the certificate of election or the appointment.

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

Scobey K-12 Schools

Adopted on: 02/19/90  
Reviewed on: 06/06/17  
Revised on: 10/18/04

1111

BOARD OF TRUSTEES

Elections

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

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

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

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

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

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



Scobey K-12 Schools

Adopted on: 02/19/90

Reviewed on: 06/06/17

1112

BOARD OF TRUSTEES

Revised on: 10/18/04, 08/19/19

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Resignation

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

Each trustee will be awarded a service certificate upon terminating service on the board.

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



1 Scobey K-12 Schools

2  
3 Adopted on: 02/19/90  
4 Reviewed on: 06/06/17

5 1113P

6 BOARD OF TRUSTEES

7 Revised on:

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8 Vacancies

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

- 12
- 13 1. Announcement of the vacancy and the procedure for filling it shall be made in the general  
14 news media as well as District publications to patrons.  
15
  - 16 2. All citizens shall be invited to nominate candidates for the position, provided that the  
17 nominees shall be residents of the District. A letter of application will be required of  
18 interested candidates.  
19
  - 20 3. The Board shall individually interview the finalists in a regular or special meeting and  
21 appoint the candidate who, in the judgment of the Board, is most likely to contribute to  
22 the growth and development of the District's education programs and operations. All  
23 trustees shall vote on the candidate of their choice.  
24
  - 25 4. If no one (1) candidate receives a majority of the votes, the Board may:  
26
    - 27 a. Discuss all candidates and vote again;
    - 28 b. Discuss all candidates and vote only on those candidates with the most votes; or
    - 29 c. Continue voting until one (1) candidate receives a majority vote.  
30
  - 31 5. The Board Clerk shall prepare, for the signatures of all trustees, a letter thanking all  
32 candidates for the position and commending them for their interest in the District.  
33  
34  
35  
36  
37



1 Scobey K-12 Schools

2  
3 Adopted on: 02/19/90

4 Reviewed on:

5 1130

6 BOARD OF TRUSTEES

7 Revised on: 10/18/04, 06/06/17

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8 Committees

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

13  
14 Committees of the Board may be created and their purposes defined by a majority of the Board.  
15 The Board Chairperson shall appoint trustees to serve on such committees. Trustees serving on  
16 committees shall be limited to fewer than a majority of the Board.

17  
18  
19  
20  
21 Legal Reference: § 2-3-203, MCA Meetings of public agencies and certain associations  
22 of public agencies to be open to public – exceptions  
23 *Bryan v. Yellowstone* (2002), 2002 MT 264  
24 *Crofts v. Associated Press* (2004), 2004 MT 120  
25  
26  
27

1 Scobey K-12 Schools

2  
3 Adopted on: 02/19/90

4 Reviewed on:

5 1210

6 BOARD OF TRUSTEES

7 Revised on: 06/06/17, 7/22/22

8 Qualifications, Terms, and Duties of Board Officers

9 The Board officers are the Chairperson and Vice Chairperson. These officers are elected at the annual  
10 organizational meeting.

11  
12 Chairperson

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

- 18
- 19 • Preside at all meetings and conduct meetings in the manner prescribed by the Board’s
- 20 policies;
- 21 • Make all Board committee appointments;
- 22 • Sign all papers and documents as required by law and as authorized by action of the
- 23 Board;
- 24 • Close Board meetings as authorized by Montana law; and
- 25 • Act as spokesperson for the Board.
- 26

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

30  
31 Vice Chairperson

32  
33 The Vice Chairperson shall preside at all Board meetings in the absence of the Chairperson and shall  
34 perform all the duties of the Chairperson during the Chairperson’s absence or unavailability. The Vice  
35 Chairperson shall work closely with the Chairperson and shall assume whatever duties the Chairperson  
36 may delegate.

37	38	39 Cross Reference:	Policy 1120	Annual Organizational Meeting
40	41 Legal References:	§ 2-3-203, MCA	Meetings of public agencies and certain	associations of public agencies to be open to
42			public – exceptions	
43		§ 20-3-321(2), MCA	Organization and officers	
44		§ 20-3-351(1)(a), MCA	Number of trustee positions in high school	districts
45				
46				
47				
48				

Scobey K-12 Schools

Adopted on: 02/19/90

Reviewed on:

Revised on: 06/06/17

1230

BOARD OF TRUSTEES

Clerk

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

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

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

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

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

Scobey K-12 Schools

Adopted on: 02/19/90

Reviewed on:

1240 - R

BOARD OF TRUSTEES

Revised on: 1/23/17

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(22), MCA	Powers and duties
	§ 20-3-332, MCA	Personal immunity and liability of trustees



# Scobey K-12 Schools

Adopted on: 02/19/90

Reviewed on:

1310 - R

BOARD OF TRUSTEES

Revised on: 1/23/17, 8/8/22

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## District Policy and Procedures

### Adoption and Amendment of Policies

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

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

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

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

### Policy Manuals

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

### Suspension of Policies

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

### Administrative Procedures

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

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

1 Legal References: § 20-3-323, MCA District policy and record of acts  
2 10.55.701, ARM Board of Trustees  
3

Scobey K-12 Schools

Adopted on: 02/19/90

Reviewed on:

1332

BOARD OF TRUSTEES

Revised on: 1/23/17

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Authorization of Signatures

For the conduct of the business of the District, the Board may grant authority to specific staff to sign certain documents on behalf of the District. The Chairperson and Clerk are authorized to use a facsimile signature plate or stamp in accordance with 20-9-221(2), MCA.

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

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

- District Superintendent

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

- District Superintendent
- District Secretary
- Principal
- Activities Director
- Business Manager

Contracts for Goods and Services and Leases: The Superintendent is authorized to sign, on behalf of the Board, contracts, leases, and/or contracts for goods and services for amounts under \$2,500.00 without prior approval of the Board. The types of goods and services contracted for must be preapproved by the Board.

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

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

1 Scobey K-12 Schools

2  
3 Adopted on: 02/19/90

4 Reviewed on:

5 1400 - R

6 BOARD OF TRUSTEES

7 Revised on: 1/23/17, 11/14/17

9 Board Meetings

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

14 Regular Meetings

15  
16 Unless otherwise specified, all meetings will take place in the music room. Regular meetings  
17 shall take place at 8:00p.m. on the 2nd Monday for the months April through October and 7 p.m.  
18 on the 2<sup>nd</sup> Monday for the months November through April, or at other times and places  
19 determined by a majority vote. Except for an unforeseen emergency, meetings must be held in  
20 school buildings or, upon the consensus of the trustees, in a publicly accessible building located  
21 within the District. If regular meetings are scheduled at places other than as stated above or are  
22 adjourned to times other than the regular meeting time, notice of the meeting shall be made in the  
23 same manner as provided for special meetings. The trustees may meet outside the boundaries of  
24 the District for collaboration or cooperation on educational issues with other school boards,  
25 educational agencies, or cooperatives. Adequate notice of the meeting, as well as an agenda,  
26 must be provided to the public in advance. Decision making may only occur at a properly  
27 noticed meeting held within the District's boundaries. When a meeting date falls on a school  
28 holiday, the meeting may take place the next business day.

29 Emergency Meetings

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

33 Budget Meetings

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

42  
43 On the date and at the time and place stated in the published notice (on or before August 20),  
44 trustees shall meet to consider all budget information and any attachments required by law. The  
45  
46  
47

meeting may continue from day to day; however, the Board must adopt a final budget not later than August 25.

### Special Meetings

Special meetings may be called by the Chairperson or by any two (2) trustees. A written notice of a special meeting, stating the purpose of the meeting, shall be delivered to every trustee not less than forty-eight (48) hours before the time of the meeting, except that the forty-eight-(48)-hour notice is waived in an unforeseen emergency as stated in § 20-3-322(5), MCA. Such written notice shall be posted conspicuously within the District in a manner that will receive public attention. 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 ensure guidelines adopted
	§ 2-3-104, MCA	Requirements for compliance with notice provisions
	§ 2-3-105, MCA	Supplemental notice by radio or television
	§ 2-3-201, MCA	Legislative intent – liberal construction
	§ 2-3-202, MCA	Meeting defined
	§ 2-3-203, MCA	Meetings of public agencies and certain associations of public agencies to be open to public – exceptions
	§ 20-3-322, MCA	Meeting and quorum
	§ 20-9-115, MCA	Notice of final budget meeting
	§ 20-9-131, MCA	Final budget meeting
	10.55.701, ARM	Board of Trustees

1  
2 Scobey K-12 Schools  
3

4 Adopted on: 06/06/17

5 Reviewed on:

6 1401

BOARD OF TRUSTEES

Revised on: 7/9/18

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7  
8 Records Available to Public  
9

10 All District records, except those restricted by state and federal law, shall be available to citizens for  
11 inspection at the Clerk's office.  
12

13 Any individual may request public information from the district. The district shall make the means of  
14 requesting public information accessible to all persons.  
15

16 Upon receiving a request for public information, the district shall respond in a timely manner to the  
17 requesting person by:  
18

- 19 (a) Making the public information available for inspection and copying by the requesting person; or
- 20 (b) Providing the requesting person with an estimate of the time it will take to fulfill the request if the  
21 public information cannot be readily identified and gathered and any fees that maybe charged.  
22

23 The district may charge a fee for fulfilling a public information request. The fee may not exceed the  
24 actual costs directly incident to fulfilling the request in the most cost-efficient and timely manner  
25 possible. The fee must be documented. The fee may include the time required to gather public  
26 information. The district may require the requesting person to pay the estimated fee prior to identifying  
27 and gathering the requested public information.  
28

29 The district is not required to alter or customize public information to provide it in a form specified to  
30 meet the needs of the requesting person. If the district agrees to a request to customize a records request  
31 response, the cost of the customization may be included in the fees charged by the district.  
32

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

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

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

45  
46

Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

1402

BOARD OF TRUSTEES

Revised on: 01/15/2020

School Board Use of Electronic Mail

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

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

Cross Reference:     1400   Board Meetings  
                               1401   Records Available to Public

Legal Reference:     § 2-3-103, MCA     Public participation – governor to ensure guidelines adopted  
                               § 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  
                               § 20-3-322, MCA    Meeting and quorum

# Scobey K-12 Schools

Adopted on: 02/19/90

Reviewed on:

1420 - R

BOARD OF TRUSTEES Revised on: 1/23/17, 7/9/18, 01/15/2020, 7/22/22

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Page 1 of 3

## School Board Meeting Procedure

### Agenda

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

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

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

Copies of the agenda for the current Board meeting, minutes of the previous Board meeting, and relevant supplementary information will be prepared and distributed to each trustee at least forty-eight (48) hours in advance of a Board meeting and will be available to any interested citizen at the Superintendent’s office forty-eight (48) hours before a Board meeting. An agenda for other types of Board meetings will be prepared, if circumstances require an agenda.

### Minutes

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



- 1
- 2
- 3
- 4 • Summary of discussion on all matters discussed (including those matters discussed during the
- 5 “public comment” section), proposed, deliberated, or decided, and a record of any votes
- 6 taken;
- 7 • Detailed statement of all expenditures;
- 8 • Purpose of recessing to closed session; and
- 9 • Time of adjournment.

10

11 If the minutes are recorded and designated as the official record, a log or time stamp for each main

12 agenda item is required for the purpose of providing assistance to the public in accessing that portion

13 of the meeting.

14

15 Unofficial minutes shall be delivered to Board members in advance of the next regularly scheduled

16 meeting of the Board. Minutes need not be read publicly, provided that Board members have had an

17 opportunity to review them before adoption. A file of permanent minutes of Board meetings shall be

18 maintained in the office of the Clerk, to be made available for inspection upon request. A written

19 copy shall be made available within five (5) working days following approval by the Board.

20

21 Quorum

22

23 No business shall be transacted at any meeting of the Board unless a quorum of its members is

24 present. A majority of the full membership of the Board shall constitute a quorum, whether the

25 individuals are present physically or electronically. A majority of the quorum may pass a resolution,

26 except as provided in § 20-4-203(1), MCA, and § 20-4-401(4), MCA.

27

28 Electronic Participation

29

30 The Board may allow members to participate in meetings by telephone or other electronic means.

31 Board members may not simply vote electronically but must be connected with the meeting

32 throughout the discussion of business. If a Board member electronically joins the meeting after an

33 item of business has been opened, the remotely located member shall not participate until the next

34 item of business is opened.

35

36 If the Board allows a member to participate electronically, the member will be considered present

37 and will have his or her actual physical presence excused. The member shall be counted present for

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

39 participate in the meeting electronically.

40

41 Any Board member wishing to participate in a meeting electronically will notify the Chairperson and

42 Superintendent as early as possible. The Superintendent will arrange for the meeting to take place in

43 a location with the appropriate equipment so that Board members participating in the meeting

44

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4 electronically may interact, and the public may observe or hear the comments made. The  
5 Superintendent will take measures to verify the identity of any remotely located participants.  
6

7 Meeting Conduct and Order of Business  
8

9 General rules of parliamentary procedure are used for every Board meeting. *Robert's Rules of Order*  
10 may be used as a guide at any meeting. The order of business shall be reflected on the agenda. The  
11 use of proxy votes shall not be permitted. Voting rights are reserved to those trustees in attendance.  
12 Voting shall be by acclamation or show of hands.  
13

14 Rescind a Motion  
15

16 A motion to rescind (cancel previous action) may be made anytime by any trustee. A motion to  
17 rescind must be properly noticed on the Board's agenda for the meeting. It is in order any time prior  
18 to accomplishment of the underlying action addressed by the motion.  
19

20 Cross Reference: 1441 Audience Participation  
21

22 Legal References: § 2-3-103, MCA Public participation - governor to ensure guidelines  
23 adopted  
24 § 2-3-202, MCA Meeting defined  
25 § 2-3-212, MCA Minutes of meetings – public inspection  
26 § 20-1-212, MCA Destruction of records by school officer  
27 § 20-3-322, MCA Meetings and quorum  
28 § 20-3-323, MCA District policy and record of acts  
29 *Jones and Nash v. Missoula Co., 2006 MT2, 330 Mont 2005*  
30  
31

Scobey K-12 Schools

Adopted on: 1/23/17

Reviewed on:

1420F

BOARD OF TRUSTEES

Revised on: 01/15/2020

Notice Regarding Public Comment

MTSBA recommends that you attach the following notice to your agendas for your regular **Board meetings and/or have the Board Chairperson read it aloud at the beginning of the Board meeting, until the public becomes educated about the process:**

Montana law requires school districts and other public agencies to include on the agenda for public meetings an item allowing public comment on any **public matter not otherwise specifically listed on the agenda** that is within the jurisdiction of the agency. As has also been the practice of the District, and in accordance with Montana law, if any member desires to speak to an item that is **specifically listed/identified on the agenda**, you will be allowed to do so when the item comes up for discussion and action. The public comment portion of the agenda is not the time designated to hear items that are specifically listed/identified on the agenda.

For those individuals who desire to address the Board during the “public comment” portion of the meeting, if you haven’t already done so, please sign your name to the sheet located with the District Clerk and indicate the general topic on which you will be commenting. The Board Chairperson will call individuals to speak in the order listed on the sheet provided. Please state your name prior to beginning your comment. There will be an opportunity for citizens who have not signed in to comment at the conclusion of the comment period. The Board would like to remind everyone in attendance that to avoid violations of individual rights of privacy, a member of the public wishing to address the Board during this time will not be allowed to make comments about any student, staff member, or member of the general public during his/her designated time to speak. In addition the Board will not hear comments on contested cases or other adjudicative proceedings.

Depending on the number of persons who wish to address the Board, the Board Chairperson may place reasonable time limits on comments, in order to maintain and ensure effective and efficient operations of the Board. The Board Chair has the authority to manage all public comment periods and will do so in accordance with state law and district policy.

By law the District cannot take any action on any matter discussed during the “public comment” portion of the meeting, until such time as the matter is specifically noticed on the agenda, and the public has been allowed the opportunity to comment.

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

Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

1425

BOARD OF TRUSTEES

Revised on: 08/19/19

Abstentions From Voting

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

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

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

1 Scobey K-12 Schools

2  
3 Adopted on: 1/23/17

4 Reviewed on:

5 1441 - R

6 BOARD OF TRUSTEES

7 Revised on: 01/15/2020

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8 Audience Participation

9  
10 The Board recognizes the value of public comment on educational issues and the importance of  
11 involving members of the public in its meetings. The Board also recognizes the statutory and  
12 constitutional rights of the public to participate in governmental operations. To allow fair and  
13 orderly expression of public comments, the Board will permit public participation through oral or  
14 written comments during the “public comment” section of the Board agenda and prior to a final  
15 decision on a matter of significant interest to the public. The Chairperson may control such  
16 comment to ensure an orderly progression of the meeting in the manner described in Policy  
17 1420F.

18  
19  
20 Cross Reference: 1420 School Board Meeting Procedure

21  
22 Legal Reference: Article II, Section 8, Montana Constitution – Right of participation  
23 Article II, Section 10, Montana Constitution – Right of privacy  
24 §§ 2-3-101, et seq., MCA Notice and Opportunity to Be Heard  
25  
26

1 Scobey K-12 Schools

2  
3 Adopted on: 02/19/90  
4 Reviewed on: 06/06/17

5 1511

6 BOARD OF TRUSTEES

7 Revised on:

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8 Code of Ethics for School Board Members

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

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

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

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

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

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

26  
27 Recognize and respect the responsibilities that properly are delegated to the Superintendent;

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

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

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

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

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

44  
45 Remember always that my first and greatest concern must be the educational welfare of students  
46 attending public schools.  
47  
48

Scobey K-12 Schools

Adopted on: 02/19/90

Reviewed on:

1512

BOARD OF TRUSTEES Revised on: 1/23/17, 08/19/19, 1/15/2020

Conflict of Interest

A trustee may not:

1. Engage in a substantial financial transaction for the trustee’s private business purpose, with a person whom the trustee inspects or supervises in the course of official duties.
2. Perform an official act directly and substantially affecting, to its economic benefit, a business or other undertaking in which the trustee either has a substantial financial interest or is engaged as counsel, consultant, representative, or agent.
3. Act as an agent or solicitor in the sale or supply of goods or services to a district.
4. Have a pecuniary interest, directly or indirectly, in any contract made by the Board, when the trustee has more than a ten percent (10%) interest in the corporation. A contract does not include: 1) merchandise sold to the highest bidder at public auctions; 2) investments or deposits in financial institutions that are in the business of loaning or receiving money, when such investments or deposits are made on a rotating or ratable basis among financial institutions in the community or when there is only one (1) financial institution in the community; or 3) contracts for professional services other than salaried services or for maintenance or repair services or supplies when the services or supplies are not reasonably available from other sources, if the interest of any Board member and a determination of such lack of availability are entered in the minutes of the Board meeting at which the contract is considered.
5. Be employed in any capacity by the District, with the exception of officiating at athletic competitions under the auspices of the Montana Officials Association.
6. Perform an official act directly and substantially affecting a business or other undertaking to its economic detriment when the officer or employee has a substantial personal interest in a competing firm or undertaking.
7. Perform an official act directly and substantially affecting to its economic benefit a business or other undertaking in which the officer or employee either has a substantial financial interest or is engaged as counsel, consultant, representative, or agent.
8. Appoint or renew to a position of trust or emolument any person related or connected by consanguinity within the fourth (4<sup>th</sup>) degree or by affinity within the second (2<sup>nd</sup>) degree.

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- a. This prohibition does not apply to the issuance of an employment contract to a person as a substitute teacher who is not employed as a substitute teacher for more than thirty (30) consecutive school days.
- b. This prohibition does not apply to the renewal of an employment contract of a tenured teacher or classified employee employed without a written contract for a specified term person related to a Board member, who was initially hired before the Board 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.



Scobey K-12 Schools

Adopted on: 08/19/19

Reviewed on:

1512F

BOARD OF TRUSTEES

Revised on:

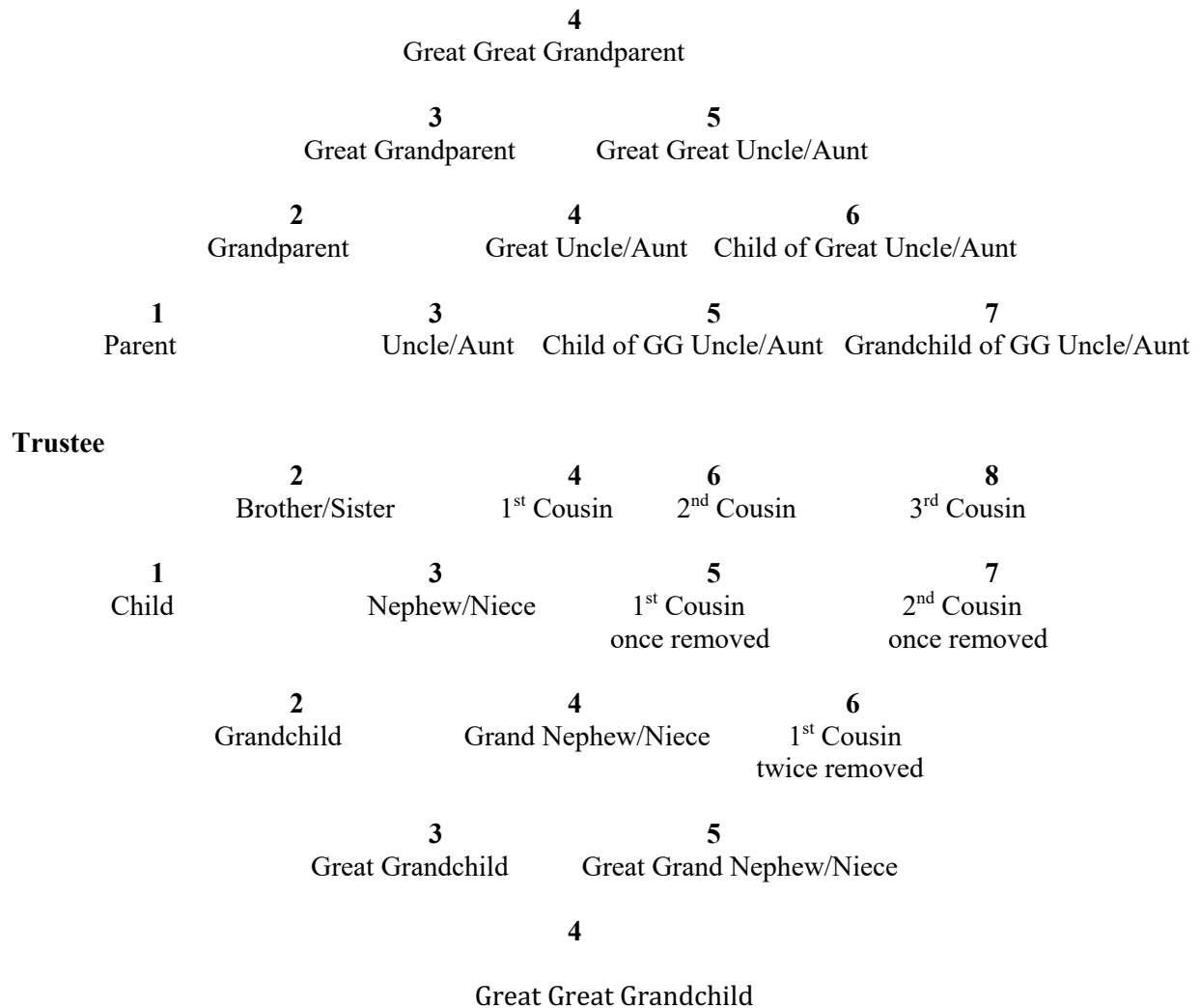
Relationships Defined and Chart

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

Degrees of Consanguinity



1 Degrees of Affinity

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**Trustee**

			<b>3</b>
			Great Grandparent-in-law
		<b>2</b>	
		Grandparent-in-law	
	<b>1</b>		<b>3</b>
	Father/Mother-in-law		Uncle/Aunt-in-law
	<b>1</b>	<b>2</b>	
	Spouse	Brother/Sister-in-law	
	<b>1</b>		<b>3</b>
	Step Child		Nephew/Niece-in-law
		<b>2</b>	
		Step Grandchild	
			<b>3</b>
			Step Great Grandchild

Scobey K-12 Schools

Adopted on: 02/19/90

Reviewed on:

1513 - R

BOARD OF TRUSTEES

Revised on: 1/23/17

Management Rights

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

1. Direct employees;
2. Employ, dismiss, promote, transfer, assign, and retain employees;
3. Relieve employees from duties because of lack of work or funds under conditions where continuation of such work would be inefficient and nonproductive;
4. Maintain the efficiency of District operations;
5. Determine the methods, means, job classifications, and personnel by which District operations are to be conducted;
6. Take whatever actions may be necessary to carry out the missions of the District in situations of emergency;
7. Establish the methods and processes by which work is performed.

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

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

Cross Reference: 6110 Superintendent

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

1 Scobey K-12 Schools

2  
3 Adopted on: 6/25/22

4 Reviewed on:

5 1520

6 BOARD OF TRUSTEES

7 Revised on:

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8 Board/Staff Communications

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

12  
13 Staff Communications to the Board

14 All official communications or reports to the Board, from supervisors, teachers, or other staff  
15 members, shall be submitted through the Superintendent. This procedure shall not deny any staff  
16 member the right to appeal to the Board from administrative decisions, provided that the  
17 Superintendent shall have been notified of the forthcoming appeal and that it is processed  
18 according to the applicable procedures for complaints and grievances. The provision does not  
19 limit or restrict employees from engaging in public comment during Board meetings as permitted  
20 by Montana law.

21  
22 Board Communications to Staff

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

26  
27 Visits to Schools

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

34  
35 Social Interaction

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

40  
41 Legal Reference: § 20-3-324(21), MCA Powers and duties  
42 § 2-3-103, MCA Public Participation

Scobey K-12 Schools

Adopted on: 1/23/17

Reviewed on:

Revised on:

1521 - R

BOARD OF TRUSTEES

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Board-Superintendent Relationship

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

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

Cross Reference: 6110 Superintendent

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

1 Scobey K-12 Schools

2  
3 Adopted on: 02/19/90

4 Reviewed on:

5 1531

6 BOARD OF TRUSTEES

7 Revised on: 06/06/17

8 Trustee Expenses

9 Expenses for Board Members - In-District

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

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

22  
23 A trustee must file a reimbursement for mileage form, prior to July 1 of each year, requesting  
24 reimbursement for the fiscal year. The form may be obtained from the District Clerk/Business Manager.

25  
26 Expenses for Board Members at Out-of-District Meetings

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

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

41  
42  
43 Cross Reference: 7336 Travel Allowances and Expenses

44  
45 Legal Reference: §2-18-503, MCA Mileage - allowance  
46 §20-3-311, MCA Trustee travel reimbursement and compensation of  
47 secretary for joint board

Scobey K-12 Schools

Adopted on: 02/19/90  
Reviewed on: 06/06/17

1532

BOARD OF TRUSTEES

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Revised on:

Trustee Insurance

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

Legal References:     § 20-3-331, MCA     Purchase of insurance – self-insurance plan  
                              § 20-3-332, MCA     Personal immunity and liability of trustees

Scobey K-12 Schools

Adopted on: 02/19/90

Reviewed on: 1/23/17

Revised on: 08/19/19

1610 - R

BOARD OF TRUSTEES

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Annual Goals and Objectives

Each year, during the month of November, the Board will formulate or review the goals of the District that reflect the district’s strategic plan of education. At the conclusion of each school year, the Superintendent and/or Principal shall report to the Board information which reflects the accomplishments towards the goals of the District.

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

Cross Reference: MTSBA Strategic Governance Policy Series – 1000SG

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



Scobey K-12 Schools

Adopted on: 02/19/90

Reviewed on: 1/23/17

1621

BOARD OF TRUSTEES

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Revised on:

In-Service Conference for Trustees

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

Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

Revised on:

1635

BOARD OF TRUSTEES

Internships

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

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

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

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

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

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

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

Scobey K-12 Schools

Adopted on: 1/23/17

Reviewed on:

1700 - R

BOARD OF TRUSTEES Revised on: 08/19/19, 1/15/2020, 8/8/22

Uniform Complaint Procedure

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

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

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

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

Level 1: Informal

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

Level 2: Building Administrator

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

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3  
4 Superintendent to ensure the intent of this uniform complaint procedure is honored.

5  
6 When a complaint alleges violation of Board policy or procedure, the building administrator will  
7 investigate and attempt to resolve the complaint. The administrator will respond in writing to the  
8 complaint, within thirty (30) calendar days of the administrator's receipt of the complaint.

9  
10 If the complainant has reason to believe the administrator's decision was made in error, the  
11 complainant may request, in writing, that the Superintendent review the  
12 administrator's decision. (See Level 3.) This request must be submitted to the Superintendent  
13 within fifteen (15) calendar days of the administrator's decision.

14  
15 When a complaint alleges sexual harassment or a violation of Title IX of the Education  
16 Amendments of 1972 (the Civil Rights Act), Title II of the Americans with Disabilities Act of  
17 1990, or Section 504 of the Rehabilitation Act of 1973, the building administrator may turn the  
18 complaint over to a District nondiscrimination coordinator. The coordinator shall ensure an  
19 investigation is completed in accordance with the applicable procedure. In the case of sexual  
20 harassment or Title IX complaint the applicable investigation and appeal procedure is Policy  
21 3225P or 5012P. In the case of a disability complaint, the coordinator shall complete an  
22 investigation and file a report and recommendation with the Administrator for decision. Appeal of  
23 a decision in a disability complaint will be handled in accordance with this policy

24  
25 Level 3: Superintendent

26  
27 If the complainant appeals the administrator's decision provided for in Level 2, the  
28 Superintendent will review the complaint and the administrator's decision. The Superintendent  
29 will respond in writing to the appeal, within thirty (30) calendar days of the Superintendent's  
30 receipt of the written appeal. In responding to the appeal, the Superintendent may: (1) meet with  
31 the parties involved in the complaint; (2) conduct a separate or supplementary investigation; (3)  
32 engage an outside investigator or other District employees to assist with the appeal; and/or (4)  
33 take other steps appropriate or helpful in resolving the complaint.

34  
35 If the complainant has reason to believe the Superintendent's decision was made in error, the  
36 complainant may request, in writing, that the Board consider an appeal of the Superintendent's  
37 decision. (See Level 4.) This request must be submitted in writing to the Superintendent, within  
38 fifteen (15) calendar days of the Superintendent's written response to the complaint, for  
39 transmission to the Board.

40  
41 Level 4: The Board

42  
43 Upon written appeal of a complaint alleging a violation the individual's rights under state or  
44 federal law or Board policy upon which the Board of Trustees has authority to remedy, the Board  
45 may consider the Superintendent's decision in Level 2 or 3. Upon receipt of written request for  
46 appeal, the Chair will either: (1) place the appeal on the agenda of a regular or special Board

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

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

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

**Scobey K-12 Schools**

**1900 SERIES  
COVID-19 EMERGENCY POLICIES**

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1900	Introduction and Emergency Policy Framework
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1903	School District Meetings and Gatherings
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1907	School District Declaration of Emergency
1908	Family Engagement
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1909	Human Resources and Personnel
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1910F1	Emergency Paid Sick Leave Employee Request Form
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1911	School District Budget Adoption and Amendment and Audit
1912	School District Elections During Emergency

1 **Scobey K-12 Schools**

2  
3 COVID-19 Emergency Policies

1900

4  
5 The board of trustees and its staff are operating under unusual, even unprecedented  
6 circumstances by virtue of the declaration of a statewide emergency by the Governor and the  
7 executive orders related to school closure to address concerns from the COVID-19 Virus and/or  
8 the declaration of an unforeseen emergency (community disaster) made by the Board of  
9 Trustees. In light of the COVID-19 pandemic, the Board of Trustees has found it necessary to  
10 adopt temporary policies related to emergency school closures, the ongoing provision of  
11 educational services to students, meetings of the Board, gatherings on school property, health  
12 and safety of students, staff and community members, human resource matters and budgetary  
13 matters. To ensure clarity and transparency, the board has organized all emergency school  
14 policies into a temporary chapter. The Board has also included this introductory section as a  
15 heading for each policy to ensure understanding of the purpose and duration of each policy  
16 adopted pursuant to this chapter.

17  
18 Purpose(s) of Policies

- 19  
20 1. Ensuring that locally-elected trustees charged with the supervision and control of their  
21 local public schools, in collaboration with their staff leadership teams, make decisions  
22 that are in the best interests of students, staff and the community served.  
23 2. Ensuring measures to protect the health and safety of students, staff and community  
24 members.  
25 3. Addressing issues relating to student instruction and family engagement.  
26 4. Addressing barriers to learning presented by distance.  
27 5. Improvement of instruction in on-site, offsite, and/or on-line settings  
28 6. Ensuring continuity of employment of school district staff and/or continuity of services  
29 provided by contract transportation providers.  
30 7. Ensuring accountability to families with children.

31  
32 Term of COVID-19 Emergency Measures Policies

33  
34 School District Policies Numbered 1900-1999 are intended to govern during any emergency  
35 related to COVID-19 declared by the President, Congress, Montana Legislature, Governor,  
36 Montana Department of Public Health and Human Services, County Health Department or the  
37 Board of Trustees. The term of School District Policies Numbered 1900-1999 shall run until  
38 June 30, 2021, or until terminated by a vote of the board of trustees.

39  
40 Cross Reference: Policy 2221 – 2221P – School Closure  
41 Policy 1400 – Board Meetings  
42 Policy 1310 – Policy and Procedure  
43 Policy 1420 – Meeting Procedure  
44

45 Legal Reference: Executive Orders – 2-2020 and 3-2020 – Office of the Governor and  
46 accompanying Directives

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2  
3  
4  
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9

Section 20-9-801-806, MCA – Emergency School Closure  
Section 50-1-202-204, MCA – Public Health Laws  
Section 10-3-104, MCA – General Authority of Governor  
Article X, section 8 – Montana Constitution

10 Policy History:  
11 Adopted on: 4/27/2020  
12 Reviewed on:  
13 Revised on: 8/10/2020  
14 Terminated on:



1 **Scobey K-12 Schools**

2  
3 **COVID-19 Emergency Measures**

1901

4  
5 Emergency Policy and Procedures

6  
7 Applicability of Emergency Policy Series

8  
9 During a state of emergency declared by the Board of Trustees or other local, state or federal agency,  
10 official, or legislative body, the provisions in the emergency policies adopted by the Board of Trustees as  
11 codified at 1900-1999 in the district policy manual will govern in the event of any conflict or  
12 inconsistency between an emergency policy and other provision in the district policy manual. All other  
13 aspects of the district policy manual not affected by the provisions in the emergency policy series  
14 continue to be in full effect.

15  
16 Legal References

17  
18 In the absence of a legal reference on an emergency policy adopted by the Board of Trustees, the policy is  
19 specifically based on the Board of Trustees authority to supervise and control the schools within the  
20 District in accordance with Article X, section 8 of the Montana Constitution.

21  
22 Adoption and Amendment of Policies

23  
24 New or revised policies that are required or have required language changes based on State or Federal law  
25 or directive, required by administrative rule, or are required due to a declaration of emergency issued by  
26 the Board of Trustees or other state or federal agency official or legislative body may be adopted after the  
27 first (1<sup>st</sup>) reading if notice has been given through the board agenda provided to the trustees and public.  
28 All new or amended policies adopted as part of the emergency policy series shall become effective  
29 immediately upon adoption; unless a specific effective date is stated in the motion for adoption.

30  
31 Suspension of Policies

32  
33 Under circumstances that require waiver of a policy, the policy may be suspended by a majority vote of  
34 the trustees present. To suspend a policy, however, all trustees must have received written notice of the  
35 meeting, which includes the proposal to suspend a policy and an explanation of the purpose of such  
36 proposed suspension.

37  
38 Administrative Procedures

39  
40 The Superintendent shall develop such administrative procedures as are necessary to ensure consistent  
41 implementation of policies adopted by the Board of Trustees.

42  
43  
44 Legal References:       § 20-3-323, MCA       District policy and record of acts  
45                           10.55.701, ARM       Board of Trustees  
46                           Title 20, Chapter 9 Part 8, MCA

47 Policy History:

48 Adopted on: 4/27/2020

49 Reviewed on:

50 Revised on:

51 Terminated on:

1 **Scobey K-12 Schools**

2  
3 **COVID-19 Emergency Measures**

1902

4  
5 Alternative Grading

6  
7 This policy is adopted as a temporary policy in accordance with the framework set by District  
8 Policy 1900 – Temporary COVID-19 Policies and is intended to govern School District  
9 operations for the period affected by the COVID-19 health and safety measures implemented by  
10 the School District in response to an emergency declared by federal, state or local authorities.

11  
12 Teachers will grade students’ work as usual in accordance with established classroom or course  
13 practices during the grading period in accordance with District Policy 2420 and the Employee  
14 Handbook.

15  
16 The default option for students and parents/guardians is the grade typically assigned for students  
17 in the grade level or class which may include an A-F letter grade. Students and parents/guardians  
18 may choose to receive a Proficient/Fail or P/F grade in place of a grade typically assigned for the  
19 student’s courses. The P/F grade option can be requested by a student and parents/guardians no  
20 later than 20 calendar days after report cards have been sent to the parents/guardians by  
21 submitting a written request to Teresa Turner the School District’s custodian of records.

22  
23 For students or parents/guardians who request a P/F grade, the School District will record the P/F  
24 designation using a rubric in which all grades of 74 or higher.

25  
26 Students earning course grades converted to a Proficient grade in this temporary P/F option for  
27 grading periods affected by COVID-19 health and safety measures will be granted credit for the  
28 course and the credit will count towards promotion or graduation requirements and extra-  
29 curricular eligibility. Students earning a Fail designation in a course will not earn credit, will be  
30 subject to retention consideration, and, if applicable, will be subject to extra-curricular eligibility  
31 consequences.

32  
33 Grades converted to P/F will not be counted toward or against class honors or valedictorian  
34 status as outlined in Policy 2410P for classes of students graduating during or after 2020.

35  
36 The School District will include a designation on the students' transcripts indicating the  
37 extraordinary circumstances for any grading period affected by COVID-19 health and safety  
38 measures.

39  
40 Cross Reference: Policy 1005FE – Proficiency Based Learning  
41 Policy 2410-2410P – Graduation Requirements  
42 Policy 2420 – Grading and Progress Reports  
43 Policy 2168 – Distance Learning  
44 Policy 2421 - Promotion and Retention

1  
2 Legal Reference: Section 20-1-301, MCA School fiscal year  
3 Section 20-9-311(4)(a)(b)(d), MCA Calculation of average number  
4 belonging  
5 Section 20-3-324, MCA Powers and duties  
6 Section 20-7-1601. Transformational learning  
7 10.55.906 ARM High School Credit  
8  
9

10 Policy History:  
11 Adopted on: 4/27/2020  
12 Reviewed on:  
13 Revised on: 8/10/2020  
14 Terminated on:

1 **Scobey K-12 Schools**

2  
3 **COVID-19 Emergency Measures**

1903

4  
5 School District Meetings, Gatherings, Events, and Visitors

6  
7 The School District has adopted the protocols outlined in this policy to govern during the term of  
8 the declared public health emergency to ensure individuals present at a school facility for events  
9 or other operationally related reasons honor safety protocols. The supervising teacher, principal,  
10 superintendent or designated personnel are authorized to implement this policy in coordination  
11 with state and local health officials.  
12

13  
14 School District Events

15  
16 The Board of Trustees may authorize School District physical meetings, gatherings, and events  
17 when the event is deemed essential to district operations. Physical meetings, gatherings, and  
18 events shall not be held without prior authorization of the Board of Trustees.  
19

20 Physical meetings, gatherings, and events held on school property shall be limited to outdoor  
21 areas including the stadium, field, or other open areas designated by the Board of Trustees. All  
22 attendees at a meeting, gathering, or event authorized by the Board of Trustees held outdoors are  
23 required to honor the applicable health and safety protocols outlined in District Policy 1905  
24 including but not limited to physical distancing. The School District shall provide suitable space  
25 for physical distancing to occur and, if practicable, markings and walking routes in the area  
26 where the event shall be held to preserve a safe event setting.  
27

28 Physical meetings, gatherings, and events shall be limited to 50 people when held inside a school  
29 building. All attendees at a meeting, gathering, or event authorized by the Board of Trustees held  
30 inside the school facility are required to honor the health and safety protocols outlined in District  
31 Policy 1905.  
32

33 Vulnerable individuals (defined by the Centers for Disease Control at the time of this policy's  
34 adoption as those age 65 or older or those with serious underlying health conditions, including  
35 high blood pressure, chronic lung disease, diabetes, obesity, asthma, and those whose immune  
36 system is compromised such as by chemotherapy for cancer and other conditions requiring such  
37 therapy) must not attend School District meetings, gatherings, or events held in accordance with  
38 this policy. Precautions must be taken to isolate from vulnerable individuals. The School District  
39 shall accommodate vulnerable individuals so they may participate in the meeting gathering or  
40 event via electronic means.  
41

42 Visitors to Schools

43  
44 Visitors to the interior of any school building shall not be permitted without the express approval  
45 of the supervising teacher, principal, superintendent or designated. Visitors that are authorized to  
46

1  
2  
3  
4 be present in any school building must adhere to all health and safety guidelines outlined in  
5 District Policy 1905.

6  
7 Volunteers  
8

9 Volunteers utilized by the School District that have been approved in accordance with District  
10 Policy 5430 may enter the school building in accordance with the protocols outlined in District  
11 Policy 1905.  
12

13  
14 Facilities Use Agreements  
15

16 The Board of Trustees suspends community use of District facilities. Unless an event is  
17 specifically identified as necessary by the Board of Trustees, Facilities Use Agreements and  
18 other similar requests submitted in accordance with District Policy 4330 shall not be considered  
19 while this policy governs the period of a public health emergency.  
20

21 Enforcement  
22

23 Visitors to any school building or any attendee at a meeting, gathering, or event authorized by  
24 the Board of Trustees in accordance with this policy who fail to honor the requirements of  
25 District Policy or the directives of School District officials shall be asked to correct their conduct  
26 or leave the meeting, gathering, or event in accordance District Policy 4315.  
27

28 Cross Reference: Policy 1901 – School District Policy and Procedures  
29 Policy 1905 – Student, Staff, and Community Health and Safety  
30 Policy 1400 – Board Meetings  
31 Policy 5430 – Volunteers  
32 Policy 4301 – Visitors to Schools  
33 Policy 4332 – Conduct on School Property  
34 Policy 4315 – Visitor and Spectator Conduct  
35 Policy 4330 – Community Use of School Facilities  
36

37  
38  
39 Policy History:

40 Adopted on: 4/27/2020

41 Reviewed on:

42 Revised on: 8/10/2020

43 Terminated on:

1 **Scobey School District**

2  
3 **COVID-19 Emergency Measures**

1903F

4  
5 School Event and Facility Notice

6  
7 The Board of Trustees has adopted the following notice to be posted at the entrance to school  
8 buildings and facilities that are holding an event or allowing visitors as authorized by the Board  
9 of Trustees in accordance with Policy 1903.

10  
11 SCHOOL EVENT AND FACILITY NOTICE

12  
13 Scobey School District has taken the precautionary measures adopted by the Board of  
14 Trustees, provided by the Governor of Montana, and directed by the Daniels County  
15 Health Department to protect against the possible spread of COVID-19 and related  
16 illnesses. These measures include but are not limited to cleaning and disinfecting  
17 protocols, physical distancing guidance, limitations on the number of people present for  
18 events, and use of personal protective equipment. There are no assurances these measures  
19 will prevent the spread of COVID-19 or related illnesses at this event or at this  
20 facility. By voluntarily entering this event or facility, attendees are acknowledging their  
21 specific awareness and knowledge that there are inherent risks of exposure at public  
22 gatherings and public facilities. These inherent risks that attendees specifically  
23 acknowledge include but are not limited to: injury; illness; hospitalization, chronic health  
24 issues arising out of COVID-19, quarantines of an unknown duration to be determined by  
25 governing authorities and death. Attendees acknowledge vulnerable individuals as  
26 defined by the Centers for Disease Control are at greater risk of serious complications  
27 from exposure. Attendees are advised to comply with physical distancing limits  
28 consisting of a minimum of 6 feet of distance from others at all times, are required to  
29 comply with all directives regarding use masks/face coverings while on school property,  
30 and are encouraged to use personal hand sanitizer before, during and after an  
31 event. Attendees confirm that they have reviewed, thoroughly understand and agree to  
32 comply with all guidance for the phased reopening of Montana issued by the Montana  
33 Governor's Office. All School District Policies are in effect when attending this school  
34 event or otherwise accessing this facility. Any negligence arising out of your access to  
35 this facility or attendance at a school event shall be attributed to you as comparative  
36 negligence within the meaning of Section 27-1-702, MCA.

37  
38  
39 Policy History:

40 Adopted on: 8/10/2020

41 Reviewed on:

42 Revised on:

43 Terminated on:

1 **Scobey K-12 Schools**

2  
3 **COVID-19 Emergency Measures**

1905

4  
5 Student, Staff, and Community Health and Safety

6  
7 The School District has adopted the protocols outlined in this policy during the term of the  
8 declared public health emergency to ensure the safe and healthy delivery of education services  
9 provided to students on school property in accordance with Policy 1906, and a safe workplace  
10 when staff are present on school property in accordance with Policy 1909, and the safety, health  
11 and well-being of parents and community members. The supervising teacher, principal,  
12 superintendent or designated personnel are authorized to implement the protocols in coordination  
13 with state and local health officials.

14  
15 Symptoms of Illness

16  
17 Students and staff who are ill, feeling ill, diagnosed as ill, or otherwise demonstrating symptoms  
18 of illness must not come to school or work. Students who have a fever or are exhibiting other  
19 signs of illness must be isolated in a designated area until such time as parents or caregiver may  
20 arrive at the school to retrieve the ill student. All surfaces and areas should be thoroughly  
21 cleaned and disinfected once the student has vacated the area by staff utilizing safety measures in  
22 accordance with state and/or local health standards as applicable. Students may engage in  
23 alternative delivery of education services during the period of illness or be permitted to make up  
24 work in accordance with District Policy 1906. Staff members will be provided access to leave in  
25 accordance with District Policy 1911 or the applicable Master Contract or Memorandum of  
26 Understanding.

27  
28 Parents, guardians, or caregivers of students who are ill, feeling ill, diagnosed as ill, or otherwise  
29 demonstrating symptoms of illness must not be present at the school for any reason including but  
30 not limited events or gatherings or to drop off or pick up students excepted as provided by this  
31 policy. To avoid exposing others to illness, parents or caregivers who are ill must make  
32 arrangements with others to transport students to school or events, if at all practicable. If not  
33 practicable, parents, guardians or caregivers must not leave their vehicle during pickup or drop  
34 off and must arrange with District staff to supervise students in accordance with physical  
35 distancing guidelines in this Policy.

36  
37  
38 Physical Distancing

39  
40 To the extent possible, students, staff, volunteers, and visitors will maintain a six-foot distance  
41 between themselves and their colleagues and peers throughout the school day inside any school  
42 building, on school provided transportation, and on school property before and after school.  
43 Staff members will arrange classrooms and restructure courses, transportation services, and food  
44 service to meet this standard.

1  
2  
3  
4 Recess will continue as scheduled in accordance with physical distancing guidance without the  
5 use of playground equipment. Any other use of school playgrounds is strictly prohibited.  
6

7 Drop off and pick up of students will be completed in a manner that limits direct contact between  
8 parents and staff members and adheres to social distancing expectations around the exterior of  
9 the school building while on school property.  
10

### 11 12 Masks as Personal Protective Equipment 13

14 Staff and students may wear a mask while present in any school building. The School District  
15 does not require the use of masks and will not provide masks except in cases required by this  
16 policy or at the discretion of the administration. The Board of Trustees' decision to not require  
17 or provide masks is based on a review of the circumstances in the community and consultation  
18 with local health officials on issues including but not limited to the possibility of exposure and  
19 availability of masks. Allegations of harassment of any person wearing face coverings will be  
20 promptly investigated in accordance with District policy. A student, staff member, or visitor  
21 who, after an investigation, is found to engaged in behavior that violates District policy is subject  
22 to redirection or discipline.  
23

24 If the number of active COVID-19 cases in the county where the school district is located is four  
25 (4) or more after this provision is adopted, the Board of Trustees authorizes the supervising  
26 teacher, principal, superintendent or designated personnel to implement a requirement for face  
27 coverings to be worn as specified in the directives from the State of Montana until such time as  
28 the Board of Trustees can adopt an applicable District policy. The supervising teacher, principal,  
29 superintendent or designated personnel shall coordinate with the county health department to  
30 determine whether face coverings are required at the school in accordance with requirements  
31 issued by the State of Montana. In the event face coverings are required, the supervising teacher,  
32 principal, superintendent or designated personnel shall announce the face covering requirement  
33 to students, parents, staff, volunteers, and visitors for the immediate successive school day each  
34 day by 3:00 pm. If the supervising teacher, principal, superintendent or designated personnel  
35 determines masks are required, signs will be installed to inform students, parents, staff,  
36 volunteers, and visitors of mask requirements while present in any school building or at  
37 any applicable outdoor school event.  
38

### 39 Cleaning and Disinfecting 40

41 School district personnel will routinely both clean by removing germs, dirt and impurities and  
42 disinfect by using chemicals to kill germs on all surfaces and objects in any school building and  
43 on school property that are frequently touched. This process shall include cleaning  
44 objects/surfaces not ordinarily cleaned daily.  
45  
46



1  
2  
3  
4 Personnel will clean with the cleaners typically used and will use all cleaning products according  
5 to the directions on the label. Personnel will disinfect with common EPA-registered household  
6 disinfectants. A list of products that are EPA-approved for use against the virus that causes  
7  
8 COVID-19 is available from the supervising teacher or administrator. Personnel will follow the  
9 manufacturer's instructions for all cleaning and disinfection products.

10  
11 The District will provide EPA-registered disposable wipes to teachers, staff, and secondary  
12 students so that commonly used surfaces (e.g., keyboards, desks, remote controls) can be wiped  
13 down before use. Supervising teacher or administrators are required to ensure adequate supplies  
14 to support cleaning and disinfection practices.

### 15 16 17 Student Arrival

18  
19 Hand hygiene stations will be available at the entrance of any school building, so that children  
20 can clean their hands before they enter. If a sink with soap and water is not available, the School  
21 District will provide hand sanitizer with at least 60% alcohol. Hand sanitizer will be kept out of  
22 elementary students' reach and student use will be supervised by staff.

23  
24 A District employee will greet children outside the school as they arrive to ensure orderly  
25 compliance with the provisions of this policy.

### 26 27 28 Temperature Screening

29  
30 Designated School District staff are authorized to test the temperature of students with an  
31 approved non-contact or touchless temperature reader. Students who have a fever or are  
32 exhibiting other signs of illness must be isolated in a designated area until such time as parents or  
33 caregiver may arrive at the school to retrieve the ill student. All surfaces and areas should be  
34 thoroughly cleaned and disinfected once the student has vacated the area by staff utilizing safety  
35 measures in accordance with state and/or local health standards as applicable.

36  
37 When administering a temperature check on a possibly ill student, designated staff members will  
38 utilize available physical barriers and personal protective equipment to eliminate or minimize  
39 exposures due to close contact to a child who has symptoms during screening.

### 40 41 42 Healthy Hand Hygiene Behavior

43  
44 All students, staff, and others present in the any school building will engage in hand hygiene at  
45 the following times, which include but are not limited to:

- 46 • Arrival to the facility and after breaks

- Before and after preparing, eating, or handling food or drinks
- Before and after administering medication or screening temperature
- After coming in contact with bodily fluid
- After recess
- After handling garbage
- After assisting students with handwashing
- After use of the restroom

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

Staff members will supervise children when they use hand sanitizer and soap to prevent ingestion.

Staff members will place grade level appropriate posters describing handwashing steps near sinks.

### Vulnerable Individuals

Vulnerable individuals (defined by the Centers for Disease Control at the time of this policy's adoption as those age 65 or older or those with serious underlying health conditions, including high blood pressure, chronic lung disease, diabetes, obesity, asthma, and those whose immune system is compromised such as by chemotherapy for cancer and other conditions requiring such therapy) are authorized to talk to their healthcare provider to assess their risk and to determine if they should telework during the period of declared public health emergency.

Employees who have documented high risk designation from a medical provider are entitled to reasonable accommodation within the meaning of that term in accordance with the Americans with Disabilities Act and Section 504 as outlined in District Policy 5002. These accommodations may include but are not limited to teleworking in accordance with a work plan developed in coordination with and authorized by the supervising teacher, administrator or other designated supervisor. Such employees may also be eligible for available leave in accordance with the applicable policy or master agreement provision.

### Food Preparation and Meal Service

Facilities must comply with all applicable federal, state, and local regulations and guidance related to safe preparation of food.

Sinks used for food preparation must not be used for any other purposes.

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2  
3  
4 Staff and students will wash their hands in accordance with this policy.  
5

6 Transportation Services  
7

8 The Board of Trustees authorizes the transportation of eligible transportees to and from the  
9 school facility in a manner consistent with the protocols established in this policy. The  
10 transportation director and school bus drivers will clean and disinfect each seat on each bus after  
11 each use.  
12

13  
14 Public Awareness  
15

16 The School District will communicate with parents, citizens, and other necessary stakeholders  
17 about the protocols established in this policy and the steps taken to implement the protocols  
18 through all available and reasonable means.  
19

20 Confidentiality  
21

22 This policy in no way limits or adjusts the School District's obligations to honor staff and student  
23 privacy rights. All applicable district policies and handbook provision governing confidentiality  
24 of student and staff medical information remain in full effect.  
25

26  
27 Transfer of Funds for Safety Purposes  
28

29 The Board of Trustees may transfer state or local revenue from any budgeted or non-budgeted  
30 fund, other than the debt service fund or retirement fund, to its building reserve fund in an  
31 amount not to exceed the school district's estimated costs of improvements to school and student  
32 safety and security to implement this policy in accordance with District Policy 1006FE.  
33

34 Cross Reference: Policy 1901 – School District Policy and Procedures  
35 Policy 1906 - Student Services and Instructional Delivery  
36 Policy 1907 – Transportation Services  
37 Policy 1006FE – Transfer of Funds for Safety Purposes  
38 Policy 3410 – Student examination and screenings  
39 Policy 3417 – Communicable Diseases  
40 Policy 3431 – Emergency Treatment  
41 Policy 1911 - Personnel Use of Leave  
42 Policy 1910 – Human Resources and Personnel  
43 Policy 4120 - Public Relations  
44 Policy 5002 – Accommodating Individuals with Disabilities  
45 Policy 5130 – Staff Health  
46 Policy 5230 - Prevention of Disease Transmission

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Policy 6110 – Superintendent Authority  
Policy 6122 - Delegation of Authority

Policy History:

Adopted on: 4/27/2020

Reviewed on:

Revised on: 8/10/2020; 8/24/2020

Terminated on:

1 **Scobey K-12 Schools**

2  
3 **COVID-19 Emergency Measures**

1906

4  
5 Student Instruction and Services

6  
7 The School District has adopted the protocols outlined in this policy to govern during the term of  
8 the declared public health emergency to ensure the delivery of education services to students  
9 onsite at the school, offsite at other locations using available resources including but not limited  
10 to online methods. The supervising teacher, principal, superintendent or designated personnel are  
11 authorized to implement this policy.

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

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

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

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

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3  
4 Students shall receive grades for completed coursework in accordance with the grading scale for  
5 the individual staff member or the alternative grading procedures outlined in District Policy  
6 1902.

7  
8 The Board of Trustees may revise the school calendar to adjust the completion of the school year  
9 for particular grade levels and groups once students have satisfied the required number of  
10 applicable aggregate hours.

11  
12 In order to comply with the requirements of the calendar, District Policy and Section 20-1-301,  
13 MCA, the District shall implement the instructional schedules and methods identified in this  
14 policy.

#### 15 16 School Facility as Instructional Setting

17  
18 The Board of Trustees authorizes instruction of students at the school facility in a manner that  
19 satisfies the aggregate number of instructional hours outlined in the School District's adopted or  
20 revised calendar for a school year affected by a public health emergency.

21  
22 All educational and related services provided at the school facility shall be completed in  
23 accordance with the health and safety protocols outlined in District Policy 1905.

#### 24 25 Offsite and Online Instructional Setting

26  
27 The Board of Trustees authorizes offsite and online instruction of students in a manner that  
28 satisfies the aggregate number of instructional hours outlined in the School District's adopted or  
29 revised calendar for a school year affected by a public health emergency. Offsite and online  
30 delivery methods shall include a complete range of educational services offered by the School  
31 District and shall comply with the requirements of applicable statutes. Students completing  
32 course work through an offsite or online instructional setting shall be treated in and have their  
33 hours of instruction calculated in the same manner as students attending an onsite institutional  
34 setting.

35  
36 The Board of Trustees authorizes the supervising teacher or district administrator to permit  
37 students to utilize an offsite or online instructional setting at parental request if onsite instruction  
38 is offered in the School District in accordance with Policy 1908.

39  
40 Students receiving offsite delivery of education services may be eligible for assistance with  
41 accessibility to offsite or remote learning opportunities in accordance with District Policy 1904.

#### 42 43 Special Education and Accommodation of Disabilities or Diagnoses

44  
45 Students shall receive services in accordance with the applicable Individualized Education Plan  
46 or Section 504 Plan based on methods and locations agreed upon and documented by the

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4 applicable team to meet the student’s needs and goals. The supervising teacher or building  
5 administrator shall coordinate with parents and the special education staff or cooperative to  
6 ensure all applicable statutes are followed in accordance with U.S. Department of Education  
7 guidelines.

8  
9 Student Attendance

10  
11 The Board of Trustees authorizes the supervising teacher, building principal or district  
12 administration to set an attendance policy for students that takes into account the location of  
13 instructional services, the applicability of proficiency-based instruction, the student’s grade level,  
14 and the health and safety of the student and their household. Students are expected to complete  
15 assigned work. If a student is not present for the instructional day, the student shall be permitted  
16 to complete all work assigned by the teacher if not present for instruction within a reasonable  
17 period of time determined by the teacher. Students shall not lose credit or incur a grade  
18 reduction for reasons related to attendance without good reason as determined by the Board of  
19 Trustees.

20  
21  
22 Student Safety and Counseling

23  
24 Students shall have access to regular school counseling services whether their instruction is  
25 provided in an onsite, offsite or online setting. Staff shall promptly report any suspected student  
26 distress or concern to their supervisor for review and referral. Students receiving instruction in  
27 an offsite setting are governed by the staff obligation to report suspected child abuse or neglect.

28  
29 Homeless Students and Students in Foster Care

30  
31 This policy in no way limits or adjusts the School Districts obligations to homeless students or  
32 students in foster care. Applicable District policies serving these students or this population of  
33 students remain in full effect.

34  
35 Student Discipline

36  
37 This policy in no way limits or adjusts the School District’s expectations for student conduct.  
38 All applicable district policies and handbook provisions governing student conduct remain in full  
39 effect.

40  
41 2020/2021 School Schedule and Calendar

42  
43 It is the objective of the Board of Trustees to ensure the proactive operations of the School  
44 District during a public health emergency by: (1) meeting the educational needs of the students;  
45 (2) complying with all applicable statues and rules pertaining to the aggregate hours of  
46

1  
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4 instruction; and 3) identifying and implementing innovative methods to meet educational and  
5 other needs of each student in the School District.  
6

7 Summer School  
8

9 The Board of Trustees authorizes a summer program of instructional offerings for the purpose of  
10 remediation of credit, maintenance of skills, and enrichment. All classes offered for credit must  
11 meet minimum state requirements for accreditation and may be delivered at the school or at  
12 another offsite location. Remediation credit courses shall be offered, grades 9-12, in accordance  
13 with District advancement requirements. Credit course offerings must be approved by the Board  
14 of Trustees  
15

16  
17 Legal Reference: Article X, Section 1, Montana Constitution  
18 Section 20-1-101, MCA – Definitions  
19 Section 20-1-301, MCA – School Fiscal Year  
20 Section 20-9-311, MCA – Calculation of Average Number Belonging  
21 Section 20-7-118, MCA - Offsite Provision of Educational Services  
22 Section 20-7-1601, MCA – Transformational Learning –Legislative Intent  
23 ARM 10.55.906(4)) – High School Credit  
24

25 Cross Reference: Policy 1005FE – Proficiency-Based Learning  
26 Policy 1902 – Alternative Grading  
27 Policy 1905 - Staff, Student, and Community Health and Safety  
28 Policy 2100 – School Calendar  
29 Policy 2140 – Guidance and Counseling  
30 Policy 2161 – Special Education  
31 Policy 2168 – Distance Learning  
32 Policy 2410 – Graduation  
33 Policy 2420 – Grading and Progress Reports  
34 Policy 2421 – Promotion and Retention  
35 Policy 2150 – Suicide Training and Awareness  
36 Policy 3125 – Homeless Students  
37 Policy 3122 - Attendance Policy  
38 Policy 3310 - Student Discipline

39 Policy History:

40 Adopted on: 4/27/2020

41 Reviewed on:

42 Revised on: 8/10/2020

43 Terminated on:



1 **Scobey K-12 Schools**

2  
3 **COVID-19 Emergency Measures**

1906P

4  
5 Student Instruction Resources and Best Practices

6  
7 Best practices, including but not limited to those outlined below, will assist districts in  
8 facilitating quality learning for each student regardless of background or circumstance.

9  
10 Planning & Communication

- 11 • Providing tools for virtual learning will help ensure equity in access to learning  
12 opportunities.
- 13 • Provide weekly learning agendas communicated to students and parents.
- 14 • Set student meetings, teacher office hours, assignment expectations, and grades available  
15 on an established schedule. Districts may consider Policy 1902 – Alternative Grading.
- 16 • Establish whole group virtual “class time” and/or opportunities for small group learning
  - 17 ○ Post assignments online early and for the entire week.
    - 18 ■ During this time of challenge, providing structure and certainty will  
19 support academic, mental and emotional health.
  - 20 ○ Students should receive some form of communication from the school community  
21 at least once per day.

22 Set Expectations

- 23 • With students and parents/guardians set expectations and acknowledgment of the  
24 importance for ownership of student learning.
- 25 • Expectations can outline due dates for assessments.
- 26 • Outline how much online participation is required of students.
- 27 • Include expectation for daily submission of work or review of accomplishments toward  
28 goals.
- 29 • Survey students and parents/guardians to make adjustments to lessons. Remember to be  
30 flexible—time learning software, apps, etc. should be considered part of learning.

31  
32 Differentiated Instruction & Learning Models

- 33 • Embed experiential learning that fosters a learning environment that promotes  
34 connections. Districts participating in Transformational Learning funding can utilize their  
35 Strategic Plan as a guiding document and adapt to a virtual environment.
- 36 • Social Emotional Learning and connections.
  - 37 ○ Begin the day by connecting with students—a Brain Teaser or an exercise for  
38 students to share a topic of interest or something from home with others.
- 39 • Record lessons
  - 40 ○ Lessons should come with visual substance and multiple types of instruction to  
41 facilitate learning—downloads, PowerPoints, videos, readings, audio recordings,  
42 etc.

- Honor students interests and passions through experiential learning opportunities.
- Project based learning.
  - Engage the students to do the work through research, developing, and creating a product which encompasses a variety of subject areas.
  - Encourage creativity.
  - Consider pointing students to the right resources (videos, websites, files) and allow them to be contributors to their own learning-- Creation of a science project—writing, demonstration of items needed, YouTube video with the end result being submitted to the teacher and classmates.
    - Wax Museum example: reading about character, writing about individual, dress up and record via YouTube or creation of a Power Point with pictures
  - Project based learning presents opportunities for cross-subject collaboration and flexibility in ways to show student learning.

#### Demonstrating Learning

- Provide video meeting and messaging capabilities to engage students in multiple mediums to show learning.
- Provide daily feedback to address academic growth and monitor and improve social emotional wellness.
  - Clearly communicate to ensure students and parents are aware of the importance of this mutual feedback.
- Opportunity for MAP testing/Unit testing for subject areas
- Formative assessments can guide instruction and provide multiple opportunities for feedback and identifying gaps in student learning and instruction through a low-stress medium.

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

Cross Reference:      Policy 1005FE – Proficiency-Based Learning  
                                  Policy 1902 – Alternative Grading  
                                  Policy 1905 - Staff, Student, and Community Health and Safety  
                                  Policy 2100 – School Calendar  
                                  Policy 2140 – Guidance and Counseling

- 1
- 2
- 3 Policy 2161 – Special Education
- 4 Policy 2168 – Distance Learning
- 5 Policy 2410 – Graduation
- 6 Policy 2420 – Grading and Progress Reports
- 7 Policy 2421 – Promotion and Retention
- 8 Policy 2150 – Suicide Training and Awareness
- 9 Policy 3125 – Homeless Students
- 10 Policy 3122 - Attendance Policy
- 11 Policy 3310 - Student Discipline
- 12
- 13

14 Policy History:  
15 Adopted on: 4/27/2020  
16 Reviewed on:  
17 Revised on: 8/10/2020  
18 Terminated on:

1 **Scobey K-12 Schools**

2

3 **COVID-19 Emergency Measures**

1907

4

5 School District Declaration of Emergency

6

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

15

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

20

21

22 Policy History:

23 Adopted on: 4/27/2020

24 Reviewed on: 8/10/2020

25 Revised on:

26 Terminated on:

1 **Scobey K-12 Schools**

2  
3 **COVID-19 Emergency Measures**

1908

4  
5 Family Engagement

6  
7 The Board of Trustees authorizes the supervising teacher or district administrator to provide  
8 Policy 1908F to families requesting to opt-out of onsite instruction at the school facility for the  
9 duration of the declared public health emergency.

10  
11 Students of families opting out of onsite instruction at the school facility shall receive offsite,  
12 online, or any combination of the foregoing at the discretion of the School District in accordance  
13 with District Policy 1906. School District staff shall arrange for any combination of physical  
14 instructional packets, virtual or electronic based course meetings and assignments, self-directed  
15 or parent/guardian-assisted learning opportunities, and other educational efforts available to staff  
16 and students that can be relied upon for grade or credit in order to satisfy the minimum aggregate  
17 number of hours or determination of proficiency for the requesting student. Students determined  
18 to be proficient in one or more courses of the district shall be incorporated in the School  
19 District's calculation of ANB, with such ANB fraction to be converted to an hourly equivalent  
20 based on the hours of instruction ordinarily provided for the content over which the student has  
21 demonstrated proficiency.

22  
23 Students of families opting out of onsite delivery shall be treated the same as students instructed  
24 at the school facility for purposes of grading, discipline, and other educational rights.

25  
26 Legal Reference: Section 20-1-101, MCA – Definitions  
27 Section 20-1-301, MCA – School Fiscal Year  
28 Section 20-9-311, MCA – Calculation of Average Number Belonging  
29 Section 20-7-118, MCA - Offsite Provision of Educational Services  
30 Section 20-7-1601, MCA – Transformational Learning –Legislative Intent  
31 ARM 10.55.906(4)) – High School Credit

32  
33 Cross Reference: Policy 1906 – Student Instruction and Services  
34 Policy 1908F – Family Onsite Opt-Out Form

35  
36 Policy History:

37 Adopted on: 4/27/2020

38 Reviewed on:

39 Revised on: 8/10/2020

40 Terminated on:

1 **Scobey K-12 Schools**

2  
3 **COVID-19 Emergency Measures**

1908F

4  
5  
6 Family Onsite Instruction Opt-Out Form

7  
8  
9 A family who does not want their student to receive instruction and educational services onsite at the  
10 school may request to have instruction completed offsite and/or online by completing this form.

11  
12 Students of families opting out of onsite instruction at the school facility shall receive offsite, online, or  
13 any combination of the foregoing at the discretion of the School District in accordance with District  
14 Policy 1906. School District staff shall arrange for any combination of physical instructional packets,  
15 virtual or electronic based course meetings and assignments, self-directed or parent/guardian-assisted  
16 learning opportunities, and other educational efforts available to staff and students that can be relied upon  
17 for grade or credit in order to satisfy the minimum aggregate number of hours or determination of  
18 proficiency for the requesting student. Students determined to be proficient in one or more courses of the  
19 district shall be incorporated in the School District’s calculation of ANB, with such ANB fraction to be  
20 converted to an hourly equivalent based on the hours of instruction ordinarily provided for the content  
21 over which the student has demonstrated proficiency.

22  
23  
24 I, \_\_\_\_\_, Parent or Guardian of, \_\_\_\_\_ a student enrolled at Scobey K-12 Schools,  
25 request my student receive educational services and instruction at an offsite location and/or for the  
26 duration of the declared public health emergency in a manner consistent with the methods identified by  
27 the School District.

28  
29 I understand my student is expected to complete all assigned work and return it to the teacher in order to  
30 receive credit toward a grade to be considered for promotion or credit and in accordance with Policy  
31 1902, if applicable. I further understand that failure to complete work assigned may result in a  
32 determination that my student will be retained or otherwise not earn credit.

33  
34  
35  
36  
37 \_\_\_\_\_  
38 Parent

\_\_\_\_\_ Date

39 Legal Reference: Section 20-1-101, MCA – Definitions  
40 Section 20-1-301, MCA – School Fiscal Year  
41 Section 20-9-311, MCA – Calculation of Average Number Belonging  
42 Section 20-7-118, MCA - Offsite Provision of Educational Services  
43 Section 20-7-1601, MCA – Transformational Learning –Legislative Intent  
44 ARM 10.55.906(4) – High School Credit  
45

46 Policy History:  
47 Adopted on: 4/27/2020  
48 Reviewed on:  
49 Revised on: 8/10/20  
50 Terminated on:

1 **Scobey K-12 Schools**

2  
3 **COVID-19 Emergency Measures**

1909

4  
5 Human Resources and Personnel

6  
7 The School District has adopted the protocols outlined in this policy to govern during the term of  
8 the declared public health emergency to ensure clear expectations for District staff while  
9 completing their duties in a safe and healthy workplace. The supervising teacher, principal,  
10 superintendent or designated personnel are authorized to implement this policy.  
11

12  
13 Work Schedule and Assignment for Certified Staff

14  
15 The working conditions for the certified staff shall be governed by a Collective Bargaining  
16 Agreement and any applicable Memorandum of Understanding between the Unit and the School  
17 District or the individual employment contracts between the employee and the School District.  
18 Certified staff shall comply with the emergency policies adopted by the Board of Trustees and  
19 related directives from the administration unless there is a provision of a Collective Bargaining  
20 Agreement or an applicable Memorandum of Understanding that specifically governs instead of  
21 the policy.  
22

23  
24 Work Schedule and Assignment of Duties for Classified Staff

25  
26 In accordance with the individual employment contracts issued to classified staff, the District  
27 reserves the right to change employment conditions affecting an employee's duties, schedule,  
28 assignment, or supervisor. The District shall notify the employee in writing of any change in  
29 their workday or duties. Classified staff shall comply with the emergency policies adopted by the  
30 Board of Trustees and related directives from the administration.  
31

32 Personal Conduct

33  
34 This policy in no way limits or adjusts the School District's expectations for staff conduct. All  
35 applicable district policies and handbook provision governing staff conduct remain in full effect.  
36

37 Student Services

38  
39 Students shall have access to regular instructional services whether their instruction is provided  
40 in an onsite, offsite, or online setting. Staff shall promptly report any suspected violation of  
41 School District Policy or concern about student health, well-being, or safety to their supervisor  
42 for review and referral. Students receiving instruction in an offsite or online setting are governed  
43 by all applicable laws, including the staff obligation to report suspected child abuse or neglect.  
44  
45  
46

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4 Compensation and Benefits  
5

6 Staff shall continue to earn regular compensation and benefits during the period of declared  
7 public health emergency. Payroll dates and schedules are not affected by an applicable public  
8 health emergency.  
9

10  
11 Cross Reference: Policy 1905 - Student, Staff and Community Health and Safety  
12 Policy 1906 – Student Instruction  
13 Policy 5140 – Classified Assignment  
14 Policy 5210 – Assignments and Transfers  
15 Policy 5221 – Work Day  
16 Policy 5232 – Abused and Neglected Child Reporting  
17 Policy 5255 – Disciplinary Action  
18 Policy 5223 – Personal Conduct  
19 Policy 5012 – Sexual Harassment  
20 Policy 5015- Bullying and Intimidation  
21 Policy 5130 – Staff Health  
22 Policy 5230 – Prevention of Disease Transmission  
23 Policy 5222 – Evaluation of Certified and Classified Staff  
24

25 Policy History:

26 Adopted on: 4/27/2020  
27 Reviewed on:  
28 Revised on: 8/10/20  
29 Terminated on:



1 **Scobey K-12 Schools**

2  
3 **COVID-19 Emergency Measures**

1910

4  
5 Personnel Use of Leave

6  
7 The School District has adopted the protocols outlined in this policy to govern during the term of  
8 the declared public health emergency to inform School District staff about leave options. The  
9 supervising teacher, principal, superintendent or designated personnel are authorized to  
10 implement this policy.

11  
12  
13 District Leave

14  
15 School District staff may utilize accumulated leave granted in accordance with Montana law,  
16 District policy, a Collective Bargaining Agreement, or applicable Memorandum of  
17 Understanding through the regular procedures governing the type of leave requested.

18  
19  
20 Federal Law Controls Federal Leave Provisions

21  
22 The Board of Trustees has adopted this policy and related forms on the referenced date based on  
23 the law and available federal and state guidance as of the date of such adoption. Federal and  
24 state guidance can change following adoption of this policy and forms. To the extent that any  
25 subsequently adopted guidance or federal regulation or other controlling interpretation of the law  
26 results in a conflict between such guidance, regulation or controlling interpretation and this  
27 policy or forms, the provisions of the guidance, regulation or controlling interpretation controls  
28 to the extent of any such conflict. The School District shall take reasonable steps to ensure that  
29 staff are notified of any change in guidance or federal regulation or other controlling  
30 interpretation of the law that creates a conflict with any provision of this policy of forms.

31  
32  
33 Emergency Paid Sick Leave

34  
35 In accordance with Federal law, employees may be eligible for two weeks of paid sick leave  
36 capped at 80 hours paid at the employee's regular rate of pay when the employee is unable to  
37 work because the employee is quarantined in accordance with a Federal, State, or local  
38 government order or advice of a health care provider, and/or experiencing COVID-19 symptoms  
39 and seeking a medical diagnosis.

40  
41 Employees may be eligible for two weeks of paid sick leave capped at 80 hours paid at two-  
42 thirds the employee's regular rate of pay because the employee is unable to work because of a  
43 bona fide need to care for an individual subject to quarantine in accordance with a Federal, State,  
44 or local government order or advice of a health care provider, or to care for a child under 18  
45 years of age whose school or child care provider is closed or unavailable for reasons related to  
46 COVID-19, and/or the employee is experiencing a substantially similar condition as specified by

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2  
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4  
5 the Secretary of Health and Human Services, in consultation with the Secretaries of the Treasury  
6 and Labor.

7  
8 Eligible employees may request leave available under the Families First Coronavirus Response  
9 Act by completing Policy 1910F1 – Emergency Paid Sick Leave

10  
11  
12 Emergency Family Medical Leave

13  
14 Employees may be eligible for up to an additional 10 weeks of paid expanded family and  
15 medical leave at two-thirds the employee's regular rate of pay when the employee, who has been  
16 employed for at least 30 calendar days, is unable to work due to a bona fide need for leave to  
17 care for a child whose school or child care provider is closed or unavailable for reasons related to  
18 COVID-19.

19  
20 Eligible employees may request leave available under the Families First Coronavirus Response  
21 Act by completing Policy 1910F2 – Emergency Family Medical Leave.

22  
23 Legal Reference: Families First Coronavirus Response Act

24  
25 Cross Reference: Policy 1910F1 – Emergency Paid Sick Leave Form  
26 Policy 1910F2 - Emergency Family Medical Leave Form  
27 Policy 1909 – Human Resources and Personnel  
28 Policy 5321 – Leaves of Absence  
29 Policy 5328 – Family Medical Leave Act  
30 Policy 5329 – Long Term Illness  
31 Policy 5330 – Maternity and Paternity Leave  
32 Policy 5334 - Vacations  
33

34  
35 Policy History:

36 Adopted on: 4/27/2020  
37 Reviewed on: 8/10/2020  
38 Revised on:  
39 Terminated on:

**SCOBEY K-12 SCHOOLS - EMPLOYEE REQUEST FORM - EMERGENCY PAID SICK LEAVE**

Employees may be entitled to Emergency Paid Sick Leave in accordance with the Families First Coronavirus Response Act (FFCRA) if the employee satisfies eligibility standards. Employees can complete this form and submit it or any questions to \_\_\_\_\_ at \_\_\_\_\_.

Employee Name: _____	
Mailing Address: _____	E-mail: _____
Home Phone Number: _____	Alternate Phone Number: _____
Anticipated Begin Date of Leave: _____	Expected Return to Work Date: _____

**EMPLOYEE REQUEST FOR LEAVE AT FULL PAY**

Employees satisfying one of the three standards noted below are eligible for two weeks of leave capped at 80 hours paid at the employee’s full regular compensation rate. For a part-time employee it is the number of hours equal to the average number of hours that the employee works over a typical two-week period. Please select the applicable reason and follow the related instructions.

I am unable to work or telework for the following reasons:

- I am quarantined pursuant to Federal, State, or local government order.
- I am quarantined on the advice of a health care provider.
- I am experiencing COVID-19 symptoms and seeking a medical diagnosis.

*Please attach the applicable government order or documentation from medical provider corresponding to the item(s) selected.*

**EMPLOYEE REQUEST FOR LEAVE AT 2/3 PAY**

Employees satisfying one of the three standards noted below are eligible for two weeks of leave capped at 80 hours paid at the 2/3 of the employee’s regular compensation rate. For a part-time employee it is the number of hours equal to the average number of hours that the employee works over a typical two-week period. Please select the applicable reason and follow the applicable instructions.

I am unable to work or telework for the following reasons:

- I need to care for an individual subject to quarantine pursuant to Federal, State, or local government order or advice of a health care provider. I represent that no other person will be providing care for the individual during the period for which the I am receiving Emergency Paid Sick Leave.

Name(s) of the individual(s) being cared for: \_\_\_\_\_

- I am experiencing a substantially similar condition as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of the Treasury and Labor.

*Please attach the applicable government order or documentation from medical provider corresponding to the item(s) selected.*

- I am unable to work or telework because I need to care for my child under age 18 because my child’s elementary or secondary school, childcare provider, or child’s place of care has been closed or is unavailable due to a public health emergency. During this period of unavailability or closure, I represent that no other person will be providing care for my child during the period for which I am receiving Emergency Paid Sick Leave.

*Section Continued from previous page*

Name(s) and Age(s) of Child or Children: \_\_\_\_\_

If the age of one or more of the child is between 14 and 18, the following special circumstances exist requiring me to care for the child during daylight hours: \_\_\_\_\_

*Please attach notice or documentation related to the unavailability of the school, daycare, place of care or person providing care to the child. The School District reserves the right to request confirmation regarding the nature of the closure or unavailability.*

*If you are requesting 2/3 paid leave in conjunction with Emergency FMLA to care for a child under the age of 18 affected by school or care closure due to public health emergency, please complete an EFMLA form to submit with this form.*

**SUPPLEMENT 2/3 PAY WITH ACCRUED DISTRICT LEAVE**

An employee on Emergency Paid Sick Leave at 2/3 pay as noted above, may choose to supplement the 2/3 pay provided through Emergency Paid Sick Leave with accrued District leave to earn full compensation. Please indicate if you would like to use paid leave during your Emergency Paid Sick Leave absence to supplement your 2/3 Emergency Paid Sick Leave compensation. Requested leave is subject to availability based on confirmation by the School District.

Vacation: \_\_\_\_\_ Hours       Sick Leave: \_\_\_\_\_ Hours       Personal: \_\_\_\_\_ Hours

**EMPLOYEE CERTIFICATION AND SIGNATURE**

I certify that the above information is accurate and complete. I understand that if I fail to report for work on or before the scheduled return date indicated above or fail to communicate changes in the schedule with my supervisor, I may be subject to discipline in accordance with School District Policy.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**FOR SCHOOL DISTRICT USE ONLY**

Request Received By: \_\_\_\_\_ Date: \_\_\_\_\_

Leave Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

Period of Leave: \_\_\_\_\_

Duration and Type of Supplemental Leave to Earn Full Pay Approved: \_\_\_\_\_

*The School District will retain all records related to this leave request for at least 4 years for auditing purposes.*

**SCOBEY K-12 SCHOOLS - EMPLOYEE REQUEST FORM - EMERGENCY FMLA**

Employees may be entitled to Emergency FMLA (EFMLA) in accordance with the Families First Coronavirus Response Act (FFCRA) if the employee satisfies eligibility standards. Employees can complete this form and submit it or any questions to \_\_\_\_\_ at \_\_\_\_\_.

Employee Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ E-mail: \_\_\_\_\_

Home Phone Number: \_\_\_\_\_ Alternate Phone Number: \_\_\_\_\_

Employment Start Date: \_\_\_\_\_ Employees must have worked for School District for 30 days to be eligible for EFMLA.

Expected Begin Date of Leave: \_\_\_\_\_ Expected Return to Work Date: \_\_\_\_\_

**REASON FOR LEAVE**

Employees satisfying the standards noted below are eligible for 12 weeks\* of leave. The first two weeks of the leave are unpaid unless the employee selects available options in the next box. The remaining 10 weeks of leave are paid at 2/3 of the employee's regular compensation rate unless other options are selected on this form. Please select the applicable reason and follow the applicable instructions.

I am unable to work or telework because I need to care for my child under age 18 because my child's elementary or secondary school, childcare provider, or child's place of care has been closed or is unavailable due to a public health emergency. During this period of unavailability or closure, I represent that no other person will be providing care for my child during the period for which I am receiving EFMLA.

Name(s) and Age(s) of Child or Children: \_\_\_\_\_

If the age of one or more of the child is between 14 and 18, the following special circumstances exist requiring me to care for the child during daylight hours: \_\_\_\_\_

*Please attach notice or documentation related to the unavailability of the school, daycare, place of care or person providing care to the child. The School District reserves the right to request confirmation regarding the nature of the closure or unavailability.*

*\* An employee who qualifies for and utilizes the Emergency Paid Sick Leave provisions of the FFCRA, is entitled to an additional 10 weeks of Emergency FMLA. Direct questions about or requests for this leave to the staff member noted above.*

**SUBSTITUTION OF PAID LEAVE FOR FIRST TEN DAYS OF EFMLA**

In accordance with the FFCRA, the first ten days of EFMLA is unpaid, however you may be eligible to use Emergency Paid Sick Leave provided through the FFCRA to cover this period at 2/3 of full pay. In the event you have already used Emergency Paid Sick Leave, you are permitted to use available District-provided paid leave to cover this period at full pay. Please indicate if you would like to use paid leave during the first 10 days of your absence and how many hours you plan to use. Requested leave is subject to availability based on confirmation by the School District. If requesting Emergency Paid Sick Leave, please complete and submit an Emergency Paid Sick Leave form.

Vacation: \_\_\_\_ Hours       Sick Leave: \_\_\_\_ Hours       Personal: \_\_\_\_ Hours       FFCRA: \_\_\_\_ Hours

**SUPPLEMENT 2/3 PAY WITH ACCRUED DISTRICT LEAVE**

An employee may choose to supplement the 2/3 pay provided through EFMLA with accrued District leave to earn full compensation. Please indicate if you would like to use paid leave during your EFMLA absence to supplement your 2/3 EFMLA compensation. Requested leave is subject to availability based on confirmation by the School District.

Vacation: \_\_\_\_ Hours       Sick Leave: \_\_\_\_ Hours       Personal: \_\_\_\_ Hours

**CONTINUOUS OR INTERMITTENT LEAVE**

After completing the first ten days of EFMLA, an employee may choose to take 10 weeks of continuous leave under EFMLA for the reason indicated above. Continuous leave means the employee will not complete any District duties during this period but will be compensated based on the options selected above.

An employee may also choose to take 10 weeks of intermittent leave. Intermittent leave means an employee will complete some District duties on a modified schedule as approved by the employee's supervisor. When using intermittent leave, the employee will receive full regular pay for hours worked and 2/3 of regular pay during periods on EFMLA unless supplemented in a manner noted above.

I am requesting (choose one):       Continuous leave       Intermittent leave

If your need for leave is intermittent, please describe the requested schedule for your intermittent leave: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EMPLOYEE CERTIFICATION AND SIGNATURE**

I certify that the above information is accurate and complete. I understand that if I fail to report for work on or before the scheduled return date indicated above or fail to honor the intermittent EFMLA schedule I may be subject to discipline in accordance with School District Policy.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**FOR SCHOOL DISTRICT USE ONLY**

Request Received By: \_\_\_\_\_ Date: \_\_\_\_\_

Leave Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

Period of Leave: \_\_\_\_\_

Intermittent Leave Schedule if applicable: \_\_\_\_\_

Duration and Type of Substituted Leave for First Ten Days Approved: \_\_\_\_\_

Duration and Type of Supplemental Leave to Earn Full Pay Approved: \_\_\_\_\_

*The School District will retain all records related to this leave request for at least 4 years for auditing purposes.*

1 **Scobey K-12 Schools**

2

3 **COVID-19 Emergency Measures**

1911

4

5 School District Budget Adoption, Amendment and Audit

6

7 The period of the school fiscal year affected by the declared public health emergency shall be the  
8 longer of the portion of the school fiscal year covered by an emergency declared by the  
9 President, Congress, Governor, Montana Legislature, State or County Health Department or the  
10 portion of the school fiscal year identified in the board's declaration of an emergency. The  
11 School District shall avail itself of all flexibilities allowed by law, rule, or regulation and shall be  
12 otherwise governed by the school finance laws and rules of the state of Montana. The School  
13 District shall comply with auditing requirements and reserves the authority to assert its rights to  
14 manage school district funds or seek state and federal funds in a manner consistent with the full  
15 flexibility available under all applicable laws.

16

17 Legal Reference: Article X, section 8 Montana Constitution  
18 Title 20, Chapter 9, Part 8, Montana Code Annotated

19

20 Policy History:

21 Adopted on: 4/27/2020

22 Reviewed on: 8/10/2020

23 Revised on:

24 Terminated on:

1 **Scobey K-12 Schools**

2

3 **COVID-19 Emergency Measures**

1912

4

5 School District Elections Rescheduled Due to Emergency

6

7 The County Superintendent may cancel the School District’s election due to an emergency  
8 declared by the Governor. As soon as convenient after the declaration of a state of emergency or  
9 disaster is terminated, the trustees of the district shall set a new date for the election. Notice of  
10 such election shall be published for 7 consecutive days in a newspaper of general circulation in  
11 the district and posted for 7 days at district polling places. All applicable deadlines governing  
12 school election procedures in Montana law shall be reset and calculated based on the date of  
13 rescheduled election.

14

15 Legal Reference: Section 20-20-108, MCA - Rescheduling Of School Election Canceled  
16 Due To Declaration Of State Of Emergency Or Disaster  
17 Title 20, Chapter 20, MCA

18

19

20 Policy History:

21 Adopted on: 4/27/2020

22 Reviewed on: 8/10/2020

23 Revised on:

24 Terminated on:



# SCOBEY SCHOOL DISTRICT

**R = required**

## 2000 SERIES INSTRUCTION

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Scobey K-12 Schools

Adopted on: 1/23/17

Reviewed on:

Revised on:

2000 - R

INSTRUCTION

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Goals

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

- To foster self-discovery, self-awareness, and self-discipline.
- To develop an awareness of and appreciation for cultural diversity.
- To stimulate intellectual curiosity and growth.
- To provide fundamental career concepts and skills.
- To help the student develop sensitivity to the needs and values of others and respect for individual and group differences.
- To help each student strive for excellence and instill a desire to reach the limit of his or her potential.
- To develop the fundamental skills which will provide a basis for lifelong learning.
- To be free of any sexual, cultural, ethnic, or religious bias.

The administrative staff is responsible for apprising the Board of the educational program’s current and future status.

Legal Reference: 10.55.701, ARM Board of Trustees

1 **Scobey K-12 Schools**

2  
3 **INSTRUCTION**

2050

4  
5 Student Instruction

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

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

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

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

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

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

1  
2  
3  
4 Offsite Instruction  
5

6 The Board of Trustees authorizes offsite instruction of students in a manner that satisfies the  
7 aggregate number of instructional hours outlined in the School District’s adopted or revised  
8 calendar for a school year. Offsite delivery methods shall include a complete range of  
9 educational services offered by the School District and shall comply with the requirements of  
10 applicable statutes. Students completing course work through an offsite instructional setting shall  
11 be treated in and have their hours of instruction calculated in the same manner as students  
12 attending an onsite institutional setting.  
13

14 Offsite instruction is available to students:  
15

- 16 1. meeting the residency requirements for that district as provided in 1-1-215;
- 17 2. living in the district and eligible for educational services under the Individuals With  
18 Disabilities Education Act or under 29 U.S.C. 794; or
- 19 3. attending school in the district under a mandatory attendance agreement as provided in  
20 20-5-321;
- 21 4. attending school in the nearest district offering offsite instruction that agrees to enroll the  
22 student when the student’s district of residence does not provide offsite instruction in an  
23 equivalent course in which the student is enrolled. A course is not equivalent if the course  
24 does not provide the same level of advantage on successful completion, including but not  
25 limited to dual credit, advanced placement, and career certification. Attendance under this  
26 provision is subject to approval of the Trustees.  
27

28 The Board of Trustees authorizes the supervising teacher or district administrator to permit  
29 students to utilize an offsite or online instructional setting at when circumstances require.  
30

31 Proficiency-Based Learning  
32

33 The Board of Trustees authorizes proficiency-based learning and ANB calculation in situations  
34 when a student demonstrates proficiency in a course area as determined by the Board of Trustees  
35 using District assessments consistent with District Policy 1005FE, or other measures approved  
36 by the Board of Trustees.  
37

38 The Board of Trustees waives the minimum number of instructional hours for students who  
39 demonstrate proficiency in a course area using district assessments that include, but are not  
40 limited to, the course or class teacher’s determination of proficiency as defined by the Board of  
41 Trustees. This determination shall be based on a review of the student’s completed coursework,  
42 participation in course delivery, and other methods applicable to the specific course or class. The  
43 Board of Trustees authorizes the use of the proficiency determination process for students who  
44 have selected this method of delivery, students for whom the School District is unable to  
45 document satisfaction of the required minimum aggregate number of hours through the offsite or  
46

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

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

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

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

**Policy History:**  
Adopted on: 8/9/21  
Reviewed on:  
Revised on:

# Scobey K-12 Schools

Adopted on: 1/23/17

Reviewed on:

2100 - R

INSTRUCTION

Revised on: 08/19/19, 8/9/21

Page 1 of 2

## School Year Calendar and Day

### School Calendar

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

### Commemorative Holidays

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

### Saturday School

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

Pupil instruction may be held on a Saturday at the discretion of a school district for the purpose of providing additional pupil instruction beyond the minimum aggregate hours of instruction required in Section 20-1-301, MCA, provided student attendance is voluntary.

### School Fiscal Year

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

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

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

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

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

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

### Extended School Year

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

Legal References:	§ 20-1-301, MCA	School fiscal year
	§ 20-1-302, MCA	School 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

Scobey K-12 Schools

Adopted on:  
Reviewed on: 1/23/17  
Revised on:

2105 - R

INSTRUCTION

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Grade Organization

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

Age or grade differences should not constitute a barrier to grouping for instruction. Criteria for grouping will be based on learning goals and objectives addressed and the student's ability to achieve those purposes.

Legal Reference: § 20-6-501, MCA Definition of various schools





Scobey K-12 Schools

Adopted on:

Reviewed on:

2130

INSTRUCTION

Revised on: 06/06/17

Program Evaluation and Diagnostic Tests

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

1. A clear statement of expectations and purposes for the District instructional program;
2. A provision for staff, resources, and support to achieve stated expectations and purposes; and
3. A plan for evaluating instructional programs and services to determine how well expectations and purposes are being met.

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

The District shall maintain a written process which details its plans for program evaluation. Self review, using the Northwest Association evaluation program or equivalent, of each program shall occur at least once every ten years.

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

# Scobey K-12 Schools

Adopted on: 1/23/17

Reviewed on:

Revised on:

2132 - R

INSTRUCTION

Page 1 of 3

## Student and Family Privacy Rights

### Surveys - General

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

### Surveys Created by a Third Party

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

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

### Surveys Requesting Personal Information

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

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

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

1. Inspect the survey within a reasonable time of the request; and/or

2. Refuse to allow their child to participate in any survey requesting personal information. The school shall not penalize any student whose parent(s)/guardian(s) exercise this option.

### 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), (3) telephone number, or (4) 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.

1  
2  
3  
4 Notification of Rights and Procedures

5  
6 The Superintendent or designee shall notify students' parents/guardians of:

- 7  
8 1. This policy as well as its availability from the administration office upon request;  
9 2. How to opt their child out of participation in activities as provided in this policy;  
10 3. The approximate dates during the school year when a survey requesting personal  
11 information, as described above, is scheduled or expected to be scheduled;  
12 4. How to request access to any survey or other material described in this policy.  
13

14 This notification shall be given parents/guardians at least annually at the beginning of the school  
15 year and within a reasonable period after any substantive change in this policy.  
16

17 The rights provided to parents/guardians in this policy transfer to the student, when the student  
18 turns eighteen (18) years of age or is an emancipated minor.  
19  
20  
21  
22

23 Cross Reference: 2311 Instructional Materials  
24 3200 Student Rights and Responsibilities  
25 3410 Student Health/Physical Screenings/Examinations  
26

27 Legal Reference: 20 U.S.C. 1232h Protection of Pupil Rights  
28  
29

Scobey K-12 Schools

Adopted on:  
Reviewed on:

2140

INSTRUCTION

Revised on: 06/06/17, 7/22/22

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 programs
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 workforce.
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.
10. Serve as a reference for alternative discipline or restorative justice programs.

All staff will encourage students to explore and develop their individual interest in all areas including but not limited to career and technical programs, academic curricula, post-secondary opportunities, community or military service, and employment options without regard 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.

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

1 Scobey K-12 Schools

2  
3 Adopted on: 06/06/17

4 Reviewed on:

5 2150 - R

6 INSTRUCTION

7 Revised on: 01/15/2020

---

8 Suicide Awareness and Prevention

9  
10 The Administration shall develop and implement a youth suicide prevention program meeting  
11 minimum requirements set forth in 10.55.719, ARM.

12  
13 The District will provide professional development on youth suicide awareness and prevention to  
14 each employee of the district who work directly with any students enrolled in the school district.  
15 The training materials will be approved by the Office of Public Instruction (OPI).

16  
17 The District will provide at least two (2) hours of youth suicide and prevention training  
18 beginning the 2017-18 school year. The District will provide, at a minimum, two (2) hours of  
19 youth suicide awareness and prevention training every five (5) years thereafter. All new  
20 employees who work directly with any student enrolled in the school district will be provided  
21 training the first year of employment.

22  
23 Youth suicide and prevention training may include:

- 24  
25 A. In-person attendance at a live training;  
26 B. Videoconference;  
27 C. An individual program of study of designated materials;  
28 D. Self-review modules available online; and  
29 E. Any other method chosen by the local school board that is consistent with professional  
30 development standards.

31  
32 Prevention and Response

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

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

45  
46 No cause of action may be brought for any loss or damage caused by any act or admission  
47 resulting from the implementation of the provisions of this policy or resulting from any training,

1 or lack of training, related to this policy. Nothing in this policy shall be construed to impose a  
2 specific duty of care.

3  
4 This policy will be reviewed by the Board of Trustees on a regular basis.

5  
6  
7 Legal Reference: § 20-7-1310, MCA Youth suicide awareness and prevention training  
8 ARM 10.55.720 Suicide Prevention and Response  
9



8 Interscholastic Activities

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

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

19  
20 An activity coach must be properly trained and qualified for an assignment as described in the  
21 coach’s job description. A syllabus which outlines the skills, techniques, and safety measures  
22 associated with a coaching assignment will be distributed to each coach. All personnel coaching  
23 intramural or interscholastic activities will hold a current valid first aid certificate.

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

32  
33 Coaches and/or trainers may not issue medicine of any type to students. This provision does not  
34 preclude the coach and/or trainer from using approved first aid items.

35  
36  
37  
38 Cross Reference: 3416 Administering Medicines to Students

39  
40 Legal Reference: 10.55.707, ARM Teacher and Specialist Licensure  
41 37.111.825, ARM Health Supervision and Maintenance

Scobey K-12 Schools

Adopted on: 01/15/2020

Reviewed on:

Revised on:

2151F

INSTRUCTION

**SCOBEEY 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 Scobey 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: \_\_\_\_\_

# Scobey K-12 Schools

Adopted on: 1/23/17

Reviewed on:

Revised on:

2158 - R

INSTRUCTION

Page 1 of 2

## Family Engagement Policy

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

## Parent/Family Involvement Goals and Plan

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

1. Promote families to actively participate in the life of the school and feel welcomed, valued, and connected to each other, to school staff, and to what students are learning and doing in class;
2. Promote families and school staff to engage in regular, two-way meaningful communication about student learning;
3. Promote families and school staff to continuously collaborate to support student learning and healthy development both at home and at school and have regular opportunities to strengthen their knowledge and skills to do so effectively;
4. Empower parents to be advocates for their own and other children, to ensure that students are treated equitably and have access to learning opportunities that will support their success;
5. Encourage families and school staff to be partners in decisions that affect children and families and together inform, influence, and create policies, practices, and programs; and

- 1  
2  
3  
4 6. Encourage families and school staff to collaborate with members of the community to  
5 connect students, families, and staff to expand learning opportunities, community  
6 services, and civic participation.  
7

8 The district's plan for meeting these goals is to:  
9

- 10 1. Provide activities that will educate parents regarding the intellectual and developmental  
11 needs of their children at all age levels. This will include promoting cooperation between  
12 the district and other agencies or school/community groups (such as parent-teacher  
13 groups, Head Start, , etc.) to furnish learning opportunities and disseminate information  
14 regarding parenting skills and child/adolescent development.  
15  
16 2. Implement strategies to involve parents/families in the educational process, including:  
17  
18 < Keeping parents/families informed of opportunities for involvement and  
19 encouraging participation in various programs.  
20  
21 < Providing access to educational resources for parents/families to use together with  
22 their children.  
23  
24 < Keeping parents/families informed of the objectives of district educational  
25 programs as well as of their child's participation and progress within these  
26 programs.  
27  
28 3. Enable families to participate in the education of their children through a variety of roles.  
29 For example, parents/family members should be given opportunities to provide input into  
30 district policies and volunteer time within the classrooms and school programs.  
31  
32 4. Provide professional development opportunities for teachers and staff to enhance their  
33 understanding of effective parent/family involvement strategies.  
34  
35 5. Perform regular evaluations of parent/family involvement at each school and at the  
36 district level.  
37  
38 6. Provide access, upon request, to any instructional material used as part of the educational  
39 curriculum.  
40  
41 7. If practical, provide information in a language understandable to parents.  
42  
43  
44

Scobey K-12 Schools

Adopted on:  
Reviewed on:

2160 - R

INSTRUCTION

Revised on: 1/23/17, 08/19/19

Page 1 of 2

Title I Parent and Family Engagement

*NOTE: Schools receiving federal ESEA funds are required to have a parent and family engagement policy. This sample policy can be used as the basis for the joint development of a policy, as required by the federal legislation. This policy cannot be the District’s policy without some parental involvement in its development at the local level.*

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

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

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

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

1. Information about programs provided under Title I;
2. A description and explanation of the curriculum in use, the forms of academic assessment used to measure student progress, and the proficiency levels students are expected to meet;
3. Opportunities to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children; and

- 1  
2  
3 4. The opportunity to bring parent comments, if they are dissatisfied with the school's Title  
4 I program, to the District level.

5  
6 Title I funding, if sufficient, may be used to facilitate parent attendance at meetings, through  
7 payment of transportation and childcare costs.

8  
9 The parents and family members of children (including parents and families of migrant children  
10 if applicable) identified to participate in Title I programs shall receive from the school principal  
11 and Title I staff an explanation of the reasons supporting each child's selection for the program, a  
12 set of objectives to be addressed, and a description of the services to be provided. Opportunities  
13 will be provided for the parents and family members to meet with the classroom and Title I  
14 teachers to discuss their child's progress. Parents will also receive guidance as to how they can  
15 assist at home in the education of their children.

16  
17 Each school in the District receiving Title I funds shall develop jointly with parents and family  
18 members of children served in the program a "School-Parent Compact" outlining the manner in  
19 which parents, school staff, and students share the responsibility for improved student academic  
20 achievement in meeting state standards. The "School-Parent Compact" shall:

- 21  
22 1. Describe the school's responsibility to provide high quality curriculum and instruction in  
23 a supportive and effective learning environment enabling children in the Title I program  
24 to meet the state's academic achievement standards;  
25  
26 2. Indicate the ways in which each parent will be responsible for supporting their child's  
27 learning, such as monitoring attendance, homework completion, and television watching;  
28 volunteering in the classroom; and participating, as appropriate, in decisions related to  
29 their child's education and positive use of extracurricular time; and  
30  
31 3. Address the importance of parent-teacher communication on an ongoing basis with, at a  
32 minimum, parent-teacher conferences, frequent reports to parents, and reasonable access  
33 to staff.  
34

35 The activities authorized under this policy may include establishing a parent advisory board  
36 comprised of a sufficient number and representative group of parents or family members served  
37 by the district to adequately represent the needs of the population served by the district for the  
38 purposes of developing, revising, and reviewing the parent and family engagement policy.  
39

40 *NOTE: Districts with more than one (1) school participating in a Title I program may wish to*  
41 *consider the establishment of a district-wide parent advisory council.*  
42

43 Legal Reference: Title I of the Elementary and Secondary Education Act  
44 20 U.S.C. §§ 6301-6514  
45 § 1116 Every Student Succeeds Act  
46 Scobey K-12 Schools

Title I Parent Involvement

In order to achieve the level of Title I parent involvement desired by District policy on this topic, these procedures guide the development of each school's annual plan designed to foster a cooperative effort among parents, school, and community.

Guidelines

Parent involvement activities developed at each school will include opportunities for:

- Volunteering;
- Parent education;
- Home support for the child's education;
- Parent participation in school decision making.

The school system will provide opportunities for professional development and resources for staff and parents/community regarding effective parent involvement practices.

Roles and Responsibilities

**Parents**

It is the responsibility of the parent to:

- Actively communicate with school staff;
- Be aware of rules and regulations of school;
- Take an active role in the child's education by reinforcing at home the skills and knowledge the student has learned in school;
- Utilize opportunities for participation in school activities.

**Staff**

It is the responsibility of staff to:

- Develop and implement a school plan for parent involvement;
- Promote and encourage parent involvement activities;
- Effectively and actively communicate with all parents about skills, knowledge, and attributes students are learning in school and suggestions for reinforcement;
- Send information to parents of Title I children (including parents of migrant children if applicable) in a format and, to the extent practicable, in a language the parents can understand.

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22

**Community**

Community members who volunteer in the schools have the responsibility to:

- Be aware of rules and regulations of the school;
- Utilize opportunities for participation in school activities.

**Administration**

It is the responsibility of the administration to:

- Facilitate and implement the Title I Parent Involvement Policy and Plan;
- Provide training and space for parent involvement activities;
- Provide resources to support successful parent involvement practices;
- Provide in-service education to staff regarding the value and use of contributions of parents and how to communicate and work with parents as equal partners;
- Send information to parents of Title I children (including parents of migrant children if applicable) in a format and, to the extent practicable, in a language the parents can understand.



Scobey K-12 Schools

Adopted on:

Reviewed on:

2161 - R

INSTRUCTION

Revised on: 1/23/17

Special Education

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

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

The District may maintain membership in one or more cooperative associations which may assist in fulfilling the District’s obligations to its disabled students.

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

# Scobey K-12 Schools

Adopted on:

Reviewed on:

2161P - R

INSTRUCTION

Revised on: 1/23/17, 7/22/22

Page 1 of 7

## Special Education

### Child 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.

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2  
3  
4 C. In-School (Ages 6 through 18)  
5 Referral procedures, including teacher assistance teams, parent referrals, and  
6 referrals from other sources; and follow-up procedures for referral and evaluation.  
7 D. Post-School (Ages 19 through 21)  
8 Individuals who have not graduated from high school with a regular diploma and  
9 who were not previously identified. Describe coordination efforts with other  
10 agencies.  
11 E. Private Schools (This includes home schools.)  
12 Child find procedures addressing the provisions of A.R.M. 10.16.3125(1); follow-  
13 up procedures for referral and evaluation.  
14 F. Homeless Children  
15 G. Dyslexia  
16 The School District shall establish procedures to ensure that all resident children  
17 with disabilities, including specific learning disabilities resulting from dyslexia,  
18 are identified and evaluated for special education and related services as early as  
19 possible. The screening instrument must be administered to:  
20 (A) a child in the first year that the child is admitted to a school of the  
21 district up to grade 2; and  
22 (B) a child who has not been previously screened by the district and who  
23 fails to meet grade-level reading benchmarks in any grade;

24  
25 The screening instrument shall be administered by an individual with an  
26 understanding of, and training to identify, signs of dyslexia designed to assess  
27 developmentally appropriate phonological and phonemic awareness skills.  
28

29 If a screening suggests that a child may have dyslexia or a medical professional  
30 diagnosis a child with dyslexia, the child's school district shall take steps to  
31 identify the specific needs of the child and implement best practice interventions  
32 to address those needs. This process may lead to consideration of the child's  
33 qualification as a child with a disability under this policy.  
34

### 35 Procedures for Evaluation and Determination of Eligibility

36  
37 Procedures for evaluation and determination of eligibility for special education and related  
38 services are conducted in accordance with the procedures and requirements of 34 C.F.R.  
39 300.301-300.311 and the following state administrative rules:

- 40  
41 10.16.3320 - Referral;  
42 10.60.103 - Identification of Children with Disabilities;  
43 10.16.3321 - Comprehensive Educational Evaluation Process;  
44

### 45 Procedural Safeguards and Parental Notification

1  
2  
3  
4 The District implements the procedural safeguard procedures as identified in 34 C.F.R. 300.500 -  
5 300.530.

6  
7 A copy of the procedural safeguards available to the parents of a child with a disability must be  
8 given to the parents only one (1) time a school year, except that a copy also must be given to the  
9 parents:

- 10  
11 • Upon initial referral or parent request for evaluation;  
12 • Upon receipt of the first state complaint under 34 CFR 300.151 through 300.153 and  
13 upon receipt of the first due process complaint under 34 CFR 300.507 in a school year;  
14 • In accordance with the discipline procedures in 34 CFR 300.530(h) (...on the date on  
15 which the decision is made to make a removal that constitutes a change of placement of a  
16 child with a disability because of a violation of a code of student conduct, the LEA  
17 must...provide the parents the procedural safeguards notice); and  
18 • Upon request by a parent.

19  
20 A public agency also may place a current copy of the procedural safeguard notice on its internet  
21 website, if a website exists. [34 CFR 300.504(a) and (b)] [20 U.S.C. 1415(d)(1)]

22  
23 The referral for special education consideration may be initiated from any source, including  
24 school personnel. To initiate the process, an official referral form must be completed and signed  
25 by the person making the referral. The District shall accommodate a parent who cannot speak  
26 English and therefore cannot complete the District referral form. Recognizing that the referral  
27 form is a legal document, District personnel with knowledge of the referral shall bring the  
28 referral promptly to the attention of the Evaluation Team.

29  
30 The District shall give written notice to the parent of its recommendation to evaluate or not to  
31 evaluate the student. The parent will be fully informed concerning the reasons for which the  
32 consent to evaluate is sought. Written parental consent will be obtained before conducting the  
33 initial evaluation or before reevaluating the student.

34  
35 The recommendation to conduct an initial evaluation or reevaluation shall be presented to the  
36 parents in their native language or another mode of communication appropriate to the parent. An  
37 explanation of all the procedural safeguards shall be made available to the parents when their  
38 consent for evaluation is sought. These safeguards will include a statement of the parents' rights  
39 relative to granting the consent.

40  
41 Evaluation of Eligibility

42  
43 Evaluation of eligibility for special education services will be consistent with the requirements of  
44 34 C.F.R. 300.301 through 300.311 regarding Procedures for Evaluation and Determination of  
45 Eligibility; and shall also comply with A.R.M. 10.16.3321.

1  
2  
3  
4 Individualized Education Programs  
5

6 The District develops, implements, reviews, and revises individualized education programs (IEP)  
7 in accordance with the requirements and procedures of 34 C.F.R. 300.320-300.328.  
8

9 Independent Education Evaluations  
10

11 The parents of a child with a disability have the right to obtain an independent educational  
12 evaluation of the child in accordance with law. Independent educational evaluation means an  
13  
14 evaluation conducted by a qualified examiner who is not employed by the District at District  
15 expense.  
16

17 If the parents request an independent educational evaluation, the District will provide  
18 information about where an independent educational evaluation may be obtained and the criteria  
19 applicable for independent educational evaluations. The District may also ask for the parent's  
20 reason why he or she objects to the public evaluation.  
21

22 A parent is entitled to only one independent educational evaluation at public expense each time  
23 the public agency conducts an evaluation with which the parent disagrees.. If the parent obtains  
24 an independent educational evaluation at District expense or shares with the public agency an  
25 evaluation obtained at private expense, the results of the evaluation will be handled in  
26 accordance with law.  
27

28 If an independent educational evaluation is at District expense, the criteria under which the  
29 evaluation is obtained, including the location of the evaluation and the qualifications of the  
30 examiner, must be the same as the criteria that the public agency uses when it initiates an  
31 evaluation.  
32

33 Least Restrictive Environment  
34

35 To the maximum extent appropriate, children with disabilities, including children in public or  
36 private institutions or other care facilities, are educated with children who are nondisabled, and  
37 special classes, separate schooling, or other removal of children with disabilities from the regular  
38 class occurs only if the nature or severity of the disability is such that education in regular  
39 classes, with the use of supplementary aids and services, cannot be achieved satisfactorily.  
40 Educational placement decisions are made in accordance with A.R.M. 10.16.3340 and the  
41 requirements of 34 C.F.R. 300.114 - 300.120, and a continuum of alternate placements is  
42 available as required in 34 C.F.R. 300.551.  
43

44 Children in Private Schools/Out-of District Placement  
45  
46

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3  
4 Children with a disability placed in or referred to a private school or facility by the District, or  
5 other appropriate agency, shall receive special education and related services in accordance with  
6 the requirements and procedures of 34 C.F.R. 300.145 through 300.147 and A.R.M. 10.16.3122.  
7

8 As set forth under 34 C.F.R. 300.137, children with a disability placed in or referred to a private  
9 school or facility by parents do not have an individual right to special education and related  
10 services at the District's expense. When services are provided to children with disabilities  
11 placed by parents in private schools, the services will be in accordance with the requirements and  
12 procedures of 34. C.F.R. 300.130 through 300.144, and 300.148.  
13

#### 14 Impartial Due Process Hearing

15  
16 The District shall conduct the impartial hearing in compliance with the Montana Administrative  
17 Rules on matters pertaining to special education controversies.  
18

#### 19 Special Education Records and Confidentiality of Personally Identifiable Information

##### 20 21 A. Confidentiality of Information

22  
23 The District follows the provisions under the Family Educational Rights and Privacy Act and  
24 implements the procedures in 34 C.F.R. 300.610-300.627, § 20-1-213, MCA, and A.R.M.  
25 10.16.3560.  
26

##### 27 B. Access Rights

28  
29 Parents of disabled students and students eighteen (18) years or older, or their representative,  
30 may review any educational records which are designated as student records collected,  
31 maintained, and used by the District. Review shall normally occur within five (5) school days  
32 and in no case longer than forty-five (45) days. Parents shall have the right to an explanation or  
33 interpretation of information contained in the record. Non-custodial parents shall have the same  
34 right of access as custodial parents, unless there is a legally binding document specifically  
35 removing that right.  
36

##### 37 C. List of Types and Locations of Information.

38  
39 A list of the records maintained on disabled students shall be available in the District office.  
40 Disabled student records shall be located in the special education room, where they are available  
41 for review by authorized District personnel, parents, and adult students. Special education  
42 teachers will maintain an IEP file in their classrooms. These records will be maintained under  
43 the direct supervision of the teacher and will be located in a locked file cabinet. A record-of-  
44 access sheet in each special education file will specify the District personnel who have a  
45 legitimate interest in viewing these records.  
46

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4 D. Safeguards  
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6 The District will identify in writing the employees who have access to personally identifiable  
7 information, and provide training on an annual basis to those staff members.  
8

9 E. Destruction of Information  
10

11 The District will inform parents five (5) years after the termination of special education services  
12 that personally identifiable information is no longer needed for program purposes. Medicaid  
13 reimbursement records must be retained for a period of at least six years and three months from  
14 the date on which the service was rendered or until any dispute or litigation concerning the  
15 services is resolved, whichever is later. The parent will be advised that such information may be  
16 important to establish eligibility for certain adult benefits. At the parent's request, the record  
17 information shall either be destroyed or made available to the parent or to the student if eighteen  
18 (18) years or older. Reasonable effort shall be made to provide the parent with notification sixty  
19 (60) days prior to taking any action on destruction of records. Unless consent has been received  
20 from the parent to destroy the record, confidential information will be retained for five (5) years  
21 beyond legal school age.  
22

23 F. Children's Rights  
24

25 Privacy rights shall be transferred from the parent to an adult student at the time the student  
26 attains eighteen (18) years of age, unless some form of legal guardianship has been designated  
27 due to the severity of the disabling condition.  
28

29 Discipline  
30

31 Students with disabilities may be suspended from school the same as students without disabilities  
32 for the same infractions or violations for up to ten (10) consecutive school days. Students with  
33 disabilities may be suspended for additional periods of not longer than ten (10) consecutive  
34 school days for separate, unrelated incidents, so long as such removals do not constitute a change  
35 in the student's educational placement. However, for any additional days of removal over and  
36 above ten (10) school days in the same school year, the District will provide educational services  
37 to a disabled student, which will be determined in consultation with at least one (1) of the child's  
38 teachers, determining the location in which services will be provided. The District will  
39 implement the disciplinary procedures in accord with the requirements of CFR 300.530-300.537.  
40

41  
42 Legal Reference: 34 CFR 300.1, et seq. Individuals with Disabilities Act (IDEA)  
43

44  
45 § 20-1-213, MCA Transfer of school records  
46 10.16.3122 ARM Local Educational Agency Responsibility for Students with  
47 Disabilities

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10.16.3129 ARM	Parental Involvement
10.16.3220 ARM	Program Narrative
10.16.3321 ARM	Comprehensive Educational Evaluation Process
10.16.3322 ARM	Composition of a Child Study Team
10.16.3340 ARM	Individualized Education Program and Placement Decisions
10.16.3342 ARM	Transfer Students: Intrastate and Interstate
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)



Scobey K-12 Schools

Adopted on: 1/23/17

Reviewed on:

Revised on:

2162 - R

INSTRUCTION

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

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

Legal Reference:	Rehabilitation Act of 1973, Section 504, 29 U.S.C. § 794
	ADA Amendments Act of 2008
	34 C.F.R. §104.1 <i>et seq.</i> Purpose
	34 C.F.R. §104.35 Evaluation and Placement
	34 C.F.R. §104.36 Procedural safeguards

Scobey K-12 Schools

Adopted on: 1/23/17

Reviewed on:

Revised on:

2162P - R

INSTRUCTION

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

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

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

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

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

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

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

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

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4 G. Within five (5) days of the District’s selection of a hearing officer, a prehearing  
5 conference shall be scheduled to set a date and time for a hearing, identify the  
6 issues to be heard, and stipulate to undisputed facts to narrow the contested  
7 factual issues;  
8  
9 H. The hearing officer shall, in writing, notify all parties of the date, time, and  
10 location of the due process hearing;  
11  
12 I. Anytime prior to the hearing, the parties may mutually agree to submit the matter  
13 to mediation. A mediator may be selected from the Office of Public Instruction’s  
14 list of trained mediators;  
15  
16 J. At the hearing, the District and the parent or legal guardian may be represented by  
17 counsel;  
18  
19 K. The hearing shall be conducted in an informal but orderly manner. Either party  
20 may request that the hearing be recorded. Should either party request that the  
21 hearing be recorded, it shall be recorded using either appropriate equipment or a  
22 court reporter. The District shall be allowed to present its case first. Thereafter  
23 the parent or legal guardian shall be allowed to present its case. Witnesses may  
24 be called to testify, and documentary evidence may be admitted; however,  
25 witnesses will not be subject to cross-examination, and the Montana Rules of  
26 Evidence will not apply. The hearing officer shall make all decisions relating to  
27 the relevancy of all evidence intended to be presented by the parties. Once all  
28 evidence has been received, the hearing officer shall close the hearing. The  
29 hearing officer may request that both parties submit proposed findings of fact,  
30 conclusions, and decision;  
31  
32 L. Within twenty (20) days of the hearing, the hearing examiner should issue a  
33 written report of his/her decision to the parties;  
34  
35 M. Appeals may be taken as provided by law. The parent or legal guardian may  
36 contact the Office of Civil Rights, 912 2<sup>nd</sup> Avenue, Seattle, WA 98714-1099;  
37 (206) 220-7900.  
38  
39 (2) Uniform Complaint Procedure. If a parent or legal guardian of the student alleges that  
40 the District and/or any employee of the District has engaged in discrimination or  
41 harassment of the student, the parent or legal guardian will be required to proceed  
42 through the District’s Uniform Complaint Procedure.  
43

44 Legal Reference: 34 C.F.R. 104.36 Procedural safeguards  
45  
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Scobey K-12 Schools

Adopted on: 1/23/17

Reviewed on:

Revised on:

2166

INSTRUCTION

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Gifted Program

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

The District shall:

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

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

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

Scobey K-12 Schools

Adopted on:  
Reviewed on:

2167

INSTRUCTION

Revised on: 06/06/17, 08/19/19, 7/22/22

Correspondence Courses

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

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

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

The District shall not be obligated to pay for a student’s correspondence courses. Unless otherwise specified in Policy 2170. Any courses the district does not pay for will not be included in the ANB calculation in accordance with Policy 3121.

No correspondence courses are allowed that serve to supplant required coursework at Scobey High School.

Cross Reference: 2410 and 2410P High School Graduation Requirements

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

Scobey K-12 Schools

Adopted on: 1/23/17

Reviewed on:

2168 - R

INSTRUCTION

Revised on: 08/19/19, 7/22/22

Distance, Online, and Technology-Delivered Learning

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

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

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

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

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

1. Prior permission has been granted by the principal;
2. The program fits the education plan submitted by the regularly enrolled student;

3. The course does not replace a required course offered by the District;
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 unless otherwise specified in Policy 2170. Any courses the District does not pay for will not be included in the ANB calculation in accordance with policy 3121.

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

Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

Revised on: 8/9/21

2170

INSTRUCTION

Digital Academy Classes

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

MTDA is authorized by Montana law to charge fees for students to access offered courses. The District shall pay fees for students enrolled in an MTDA class that is required for graduation as specified in District policy or the student handbook or as determined by the Superintendent or designee. The District may charge students a reasonable fee for an MTDA course or activity not required for graduation. The Board of Trustees authorizes the Superintendent to waive the fee in cases of financial hardship. Any courses the District does not pay for will not be included in the ANB calculation in accordance with Policy 3121.

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

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

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

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



# Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

Revised on: 8/9/21

2170P

## INSTRUCTION

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The District will permit a student to enroll in Montana Digital Academy (MDA) classes in order that such student may include a greater variety of learning experiences within the student's educational program or enroll in a class for credit recovery. The District will allow students in grades 7-12 to enroll in the Montana Digital Academy program under the following conditions:

1. The student must be an enrolled student in the District.
2. A part-time student must be enrolled for a minimum of 180 aggregate hours of instruction as provided in 20-9-311(4)(a)(i). This can be an onsite or an MTDA class.
3. Determination of Montana High School Association (MHSA) eligibility will be based on eligibility rules established by MHSA. Students who wish to take MTDA classes and participate in MHSA activities must follow all extra-curricular eligibility rules.
4. The student will be required to take the class(es) during the Digital Academy course within the schedule.  
  
OR: The student will have the option of taking the MTDA class(es) in the school building, during school time, or outside of the school building at a remote location, depending how and when such MTDA class(es) is/are offered.
5. Any MTDA course offered may be made available to a student in the discretion of the Superintendent or designee and all courses offered by MTDA shall be considered approved by the Board of Trustees for the applicable school fiscal year.
6. The District shall pay fees for students enrolled in an MTDA class that required for graduation as specified in District policy or the student handbook or as determined by the Superintendent or designee.. Classes defined as being required for graduation do not include classes offered by the District onsite as determined by the Superintendent or designee and will therefore be considered an elective class, subject to a student fee as referenced in this policy.
7. The District shall charge students a reasonable fee for an elective MTDA course or activity not required for graduation. The Board of Trustees authorizes the Superintendent to waive the fee in cases of financial hardship.

Scobey K-12 Schools

Adopted on: 04/25/94

Reviewed on:

Revised on: 1/23/17

2171 - R

INSTRUCTION

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Significant Writing Program

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

Legal References:    10.55.701(2) (p) ARM  
                              10.55.713 (4) ARM

Board of Trustees  
Teacher Load and Class Size

1 Scobey K-12 Schools

2 Adopted on: 06/06/17

3 Reviewed on:

4 2221

5 INSTRUCTION

6 Revised on: 8/9/21

7 School Emergencies and Closures

8  
9 The Superintendent may order closure of schools in the event of extreme weather or other  
10 emergency, in compliance with established procedures for notifying parents, students, and staff.  
11

12 The Board of Trustees is authorized to declare that a state of emergency exists within the  
13 community. A declaration issued by the Board of Trustees is distinct from any declaration in  
14 effect or previously issued by local, state or federal authorities. An emergency declaration issued  
15 by the Board of Trustees authorizes the School District to take extraordinary measures to protect  
16 students and staff while delivering education services in a manner authorized by law. The  
17 method and location of instruction and related educational services shall be implemented in a  
18 manner that serves the needs of students, their families, and staff and preserves the School  
19 District's full entitlement of funding.  
20

21 The trustees may order the emergency closure of schools for one (1) school day each year,  
22 without the need to reschedule the lost pupil instruction time when the closure is the result of an  
23 emergency. The 1-school-day closure under this subsection is not subject to the reduction in  
24 BASE aid pursuant to Section 20-9-805, MCA.  
25

26 In the event of a declared emergency, the School District shall avail itself of all flexibilities  
27 allowed by law, rule, or regulation and shall be otherwise governed by the school finance laws  
28 and rules of the state of Montana. The School District shall comply with auditing requirements  
29 and reserves the authority to assert its rights to manage school district funds or seek state and  
30 federal funds in a manner consistent with the full flexibility available under all applicable laws.  
31

32 If a declaration of emergency is declared by the Board of Trustees, it may later adopt a resolution  
33 that a reasonable effort has been made to reschedule the pupil-instruction time lost because of the  
34 unforeseen emergency. If the trustees adopt the resolution, the pupil-instruction time lost during  
35 the closure need not be rescheduled to meet the minimum requirement for aggregate hours that a  
36 school district must conduct during the school year in order to be entitled to full BASE aid. At  
37 least 75% of the pupil-instruction time lost due to the unforeseen emergency must have been  
38 made up before the trustees can declare that a reasonable effort has been made.  
39

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

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

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

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

1 Scobey K-12 Schools

2  
3 Adopted on: 7/22/22

4 Reviewed on:

5 2221P

6 INSTRUCTION

7 Revised on:

8 page 1 of 2

9 School Closure Procedure

10 *Note: this is an optional procedure that should be customized to meet a districts’ specific needs,*  
11 *structure, and operations. These changes reflect updates to the MTBSA model document.*

12  
13 All students, parents, and school employees should assume that school will be in session and  
14 buses running as scheduled, unless there is official notification from the Superintendent to the  
15 contrary. Such notice will be given via public media.

16  
17 In the event extremely cold temperatures, wind chill factors, snow, wind, community disaster,  
18 public health emergency, or other circumstances require a modification of the normal routine, the  
19 Superintendent will make the modification decision prior to 6:00 a.m. and contact the public  
20 radio stations for broadcast to the community and will initiate the emergency fan-out  
21 communication procedure to all administrators.

22  
23 The provisions of this procedure may be terminated, amended, or adjusted, by the Board of  
24 Trustees in the event of circumstances requiring extended school closure due to a declaration of  
25 emergency.

26  
27 Work Schedules and Responsibilities for School Closures

28  
29 **Superintendent**

30  
31 The Superintendent or Board of Trustees has authority to close schools. The Superintendent will  
32 be on duty throughout any existing or potential emergency situation, day or night. All orders of  
33 doubtful origin should be confirmed with the Superintendent.

34  
35 **Central Administrative Personnel**

36  
37 Central administrative personnel will be expected to report for duty on their assigned shifts in the  
38 event of any school closure, insofar as is safely possible, unless otherwise directed by the  
39 Superintendent or designee. Additional hours may be required, especially of the maintenance  
40 supervisor, business manager, and personnel director, depending on the nature of the emergency.

41  
42 **Building-Level Administrators, Non-Teaching “Exempt” Personnel, and Identified**  
43 **Support Staff**

44  
45 All building-level administrators and non-teaching “exempt” personnel will report for duty per  
46 their normal shifts or as otherwise directed each day during the school closure, together with the  
47 head custodian and at least one (1) secretary, insofar as is safely possible. The building

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6 administrator will ascertain that the building has been adequately secured and that any child who  
7 mistakenly reports to school is properly and safely cared for and returned home per District  
8 policy. The administrator and this minimal support staff shall notify other staff and/or other  
9 support employees of the situation and will respond to telephone questions. Staff will be advised  
10 of schedule for the day by immediate supervisor.

### 11 12 **12-Month Classified Employees**

13  
14 In the event of school closure, 12-month classified personnel may report for duty or not report  
15 for duty, as directed by their immediate supervisor. Building secretaries and secretaries to  
16 central administrative personnel who are required to be on duty are expected to report for duty.  
17 If a 12-month classified employee is unable to or does not report for duty, the employee will  
18 complete a leave request form to declare the day as personal leave, vacation, or leave without  
19 pay.

### 20 21 **10- and 11-Month Classified Employees**

22  
23 Ten- and 11-month employees may report for duty or not report for duty as directed by their  
24 immediate supervisor. If such employees do not report for duty, they will complete a District  
25 leave request form to declare the day as personal leave, vacation, or leave without pay.

### 26 27 **Aides, Food Service Workers, and Other 9¼-Month Classified Employees**

28  
29 These employees work only those days school is in session and are not expected to work when  
30 school is not in session. If school has been closed, 9¼-month employees should not report for  
31 duty unless otherwise directed by their immediate supervisor. 9¼-month employees will  
32 complete a leave request form to declare the day as personal leave, vacation, or leave without  
33 pay.

### 34 35 **Teachers (Teachers, Librarians, Psychologists, Counselors)**

36  
37 If schools are closed for weather or other emergency conditions, teachers are not expected to  
38 report for duty unless directed otherwise. Teachers do not need to submit an absence form. In  
39 cases of school closures, it is customary for the days to be made up at another time; thus teachers  
40 will typically still fulfill their contract days.

Scobey K-12 Schools

Adopted on: 1/23/17

Reviewed on:

Revised on:

2250 - R

INSTRUCTION

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Community and Adult Education

Efforts will be made to maximize the use of public school facilities and resources, realizing that education is a lifelong process involving the whole community. The District may make its resources available to adults and other non-students, within limits of budget, staff, and facilities, provided there is no interference with or impairment of the regular school program. Community and adult education and other offerings may be developed in cooperation with community representatives, subject to approval and authorization by the Board.

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

Scobey K-12 Schools

Adopted on: 1/23/17

Reviewed on:

Revised on:

2309 - R

INSTRUCTION

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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



Scobey K-12 Schools

Adopted on: 1/23/17

Reviewed on:

Revised on:

2310 - R

INSTRUCTION

Selection of Library Materials

The District has libraries in every school, with the primary objective of implementing and supporting the educational program in the schools. It is the objective of these libraries to provide a wide range of materials on all appropriate levels of difficulty, with diversity of appeal and the presentation of different points of view.

The provision of a wide variety of library materials at all reading levels supports the District’s basic principle that the school in a free society assists all students to develop their talents fully so that they become capable of contributing to the further good of that society.

In support of these objectives, the Board reaffirms the principles of intellectual freedom inherent in the First Amendment of the Constitution of the United States and guided by the principles set forth in the American Library Association’s Library Bill of Rights and its interpretation for school libraries.

Although the Superintendent is responsible for selection of library materials, ultimate responsibility rests with the Board.

The Board, acting through the Superintendent, thereby delegates authority for selection of library materials to the principal in each of the schools. The principal further delegates that authority to the librarian in the school.

(NOTE: BY STATUTE, THE SUPERINTENDENT, or a principal if there is no district superintendent, HAS AUTHORITY AND IS RESPONSIBLE FOR SELECTION OF LIBRARY MATERIALS, SUBJECT TO BOARD APPROVAL. THE SUPERINTENDENT AND BOARD MAY NOT WANT TO DELEGATE THIS RESPONSIBILITY.)

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  
Library Bill of Rights  
American Library Association

Scobey K-12 Schools

Adopted on: 1/23/17

Reviewed on:

Revised on:

2310P - R

INSTRUCTION

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Selection of Library Materials

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

Weeding

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

Discarded materials will be clearly stamped:

“WITHDRAWAL FROM SCOBHEY PUBLIC SCHOOL LIBRARY”

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

Gifts

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

Scobey K-12 Schools

Adopted on:

Reviewed on:

Revised on: 1/23/17

2311 - R

INSTRUCTION

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, or consistent with the state’s standards revision schedule that are consistent with the goals of the continuous school improvement plan. 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
	10.55.603(4)(b), ARM	Curriculum and Assessment

Scobey K-12 Schools

Adopted on:

Reviewed on:

2311P - R

INSTRUCTION

Revised on: 1/23/17

Selection, Adoption, and Removal of Textbooks and Instructional Materials

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

Selection and Adoption

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

- Be congruent with identified instructional objectives;
- Present more than one viewpoint on controversial issues;
- Present minorities realistically;
- Present non-stereotypic models;
- Facilitate the sharing of cultural differences;
- Be priced appropriately.

Removal

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

# Scobey K-12 Schools

Adopted on:

Reviewed on:

2312 - R

INSTRUCTION

Revised on: 1/23/17, 2/22/22

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## 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, digital, 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.

The display of dramatic performances, musical works, motion pictures or television programming to students may only occur for educational purposes under the following standards:

- During onsite instruction
- When viewed in a classroom or designated place of instruction
- With a lawfully made copy or via an authorized account
- As a regular part of instruction and directly related to the curriculum

Employees should contact the administration with inquiries about accessing lawful copies of materials or accounts to access materials available via online platforms to ensure compliance with copyright laws.

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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 - 1332 Federal Copyright Law of 1976

Scobey K-12 Schools

Adopted on:

Reviewed on:

Revised on: 1/23/17

2314 - R

INSTRUCTION

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Learning Materials Review

Citizens objecting to specific materials used in the District are encouraged to submit a complaint in writing using the Uniform Complaint Procedure (Policy 1700) and discuss the complaint with the building principal prior to pursuing a formal complaint.

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

Cross Reference: 1700 Uniform Complaint Procedure

Scobey K-12 Schools

Adopted on: 1/23/17

Reviewed on:

Revised on:

2314F

INSTRUCTION

CITIZEN’S REQUEST FOR RECONSIDERATION OF INSTRUCTIONAL MATERIALS

Request initiated by: \_\_\_\_\_

Telephone: \_\_\_\_\_ Address: \_\_\_\_\_

Complainant represents: \_\_\_\_\_

The material I (we) object to is of the following type:

Film \_\_\_\_\_ Recording \_\_\_\_\_ Magazine \_\_\_\_\_ Pamphlet \_\_\_\_\_ Library Book \_\_\_\_\_ Textbook \_\_\_\_\_

Other \_\_\_\_\_

Is this material, to your knowledge, on a student reading list? Yes \_\_\_\_\_ No \_\_\_\_\_

Author: \_\_\_\_\_ Publisher: \_\_\_\_\_

1. Are you aware of the District’s objectives in using this material?  
\_\_\_\_\_
2. Are you familiar with the district philosophy regarding selection of instructional materials? \_\_\_\_\_
3. To what in the material(s) do you object? \_\_\_\_\_  
\_\_\_\_\_
4. What do you feel might be the result of reading, seeing, or using this material? \_\_\_\_\_  
\_\_\_\_\_
5. For what age group would you recommend this material? \_\_\_\_\_
6. Is there anything of value in the material? \_\_\_\_\_
7. Did you read, hear, or see the entire content? \_\_\_\_\_ What parts? \_\_\_\_\_  
\_\_\_\_\_
8. Are you aware of the judgment of this material by literary or subject matter critics? \_\_\_\_\_
9. What do you believe is the theme of this material? \_\_\_\_\_  
\_\_\_\_\_
10. What would you like your school to do about this material?  
a. Do not assign it to my child: \_\_\_\_\_  
b. Do not give it to my child: \_\_\_\_\_  
c. Withhold from all students: \_\_\_\_\_
11. In its place, what material of equal quality would you recommend that would convey as valuable a picture and perspective? \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of complainant



Scobey K-12 Schools

Adopted on:

Reviewed on:

Revised on: 1/23/17

2320

INSTRUCTION

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Field Trips, Excursions, and Outdoor Education

The Board recognizes that field trips, when used as a device for teaching and learning integral to the curriculum, are an educationally sound and important ingredient in the instructional program of the schools. Such trips can supplement and enrich classroom procedures by providing learning experiences in an environment beyond the classroom.

Field trips that will take students out of state must be approved in advance by the Board.

The Superintendent will develop procedures with respect to field trips, excursions, and outdoor education.

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

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

Legal Reference: ARM 37.111.825 Health Supervision and Maintenance

1  
2 Scobey K-12 Schools  
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4 Adopted on:  
5 Reviewed on:

6 2330 - R

INSTRUCTION

Revised on: 1/23/17  
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8  
9 Controversial Issues and Academic Freedom

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

16  
17 Teachers will guide discussions and procedures with thoroughness and objectivity to acquaint  
18 students with the need to recognize various points of view, importance of fact, value of good  
19 judgment, and the virtue of respect for conflicting opinions.

20  
21 The Board encourages and supports the concept of academic freedom, recognizing it as a  
22 necessary condition to aid in maintaining an environment conducive to learning and to the free  
23 exchange of ideas and information.

24  
25 In a study or discussion of controversial issues or materials, however, the Board directs teaching  
26 staff to take into account the following criteria:

- 27
- 28 1. Relative maturity of students;
  - 29 2. District philosophy of education;
  - 30 3. Community standards, morals, and values;
  - 31 4. Necessity for a balanced presentation; and
  - 32 5. Necessity to seek administrative counsel and guidance in such matters.
- 33  
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36 Legal Reference: Article X, Sec. 8, Montana Constitution - School district trustees  
37 § 20-3-324(16) and (17), MCA Powers and duties  
38  
39

# Scobey K-12 Schools

Adopted on: 03/01/93

Reviewed on:

2332

INSTRUCTION

Revised on: 06/06/17, 8/9/21

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

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4 facilities on the same basis as other private groups and may not receive preferential treatment.  
5 The District may not be identified as sponsoring or endorsing baccalaureate services. District  
6 funds, including paid staff time, may not be used directly or indirectly to support or subsidize  
7 any religious services.  
8

9 Assemblies, Extracurricular and Athletic Events

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11 District officials may not invite or permit members of the clergy, staff members, or outsiders to  
12 give prayers at school-sponsored assemblies and extracurricular or athletic events. District  
13 officials also may not organize or agree to student requests for prayer at assemblies and other  
14 school-sponsored events. Furthermore, prayer may not be broadcast over the school public  
15 address system, even if the prayer is nonsectarian, nonproselytizing, and initiated by students.  
16

17 Student Religious Expression and Assignments

18  
19 Students may express their individual religious beliefs in reports, tests, homework, and projects.  
20 Staff members should judge their work by ordinary academic standards, including substance,  
21 relevance, appearance, composition, and grammar. Student religious expression should neither  
22 be favored nor penalized.  
23

24 Religion in the Curriculum

25  
26 Staff members may teach students about religion in history, art, music, literature, and other  
27 subjects in which religious influence has been and continues to be felt. However, staff members  
28 may not teach religion or advocate religious doctrine or practice. The prohibition against  
29 teaching religion extends to curricular decisions which promote religion or religious beliefs.  
30

31 School programs, performances, and celebrations must serve an educational purpose. The  
32 inclusion of religious music, symbols, art, or writings is permitted, if the religious content has a  
33 historical or independent educational purpose which contributes to the objectives of the approved  
34 curriculum. School programs, performances, and celebrations cannot promote, encourage,  
35 discourage, persuade, dissuade, or discriminate against a religion or religious activity and cannot  
36 be oriented to religion or a religious holiday.  
37

38 Student Religious Groups

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

# Scobey K-12 Schools

Adopted on: 1/23/17

Reviewed on:

Revised on:

2333 - R

## INSTRUCTION

### Participation in Commencement Exercises

#### Statement of Policy

A student's right to participate in a commencement exercise of the graduating class at Scobey 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



Scobey K-12 Schools

Adopted on:

Reviewed on:

2410

INSTRUCTION

Revised on: 06/06/17

High School Graduation Requirements

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

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

To graduate from Scobey High School, a student must have satisfactorily completed the last quarter prior to graduation as a Scobey High School student. Highly unusual exceptions may be considered by the principal, such as a student exchange program in a recognized school.

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

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

Legal Reference:	§ 20-5-201, MCA	Duties and sanctions
	§ 20-3-322 (3), MCA	Meetings and Quorum
	10.55.904, ARM	Basic Education Program Offerings: High School
	10.55.905, ARM	Graduation Requirements
	10.55.906, ARM	High School Credit



Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

Revised on: 8/8/22

2410P

INSTRUCTION

Page 1 of 2

High School Graduation Requirements

Publication of Graduation Requirements

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

Credits

Students shall be expected to earn a total of 24 units in order to complete graduation requirements. Special education students who have successfully completed their IEP leading to completion of high school will be awarded a diploma. The Board may waive specific course requirements based on individual student needs and performance levels. Waiver requests shall also be considered with respect to age, maturity, interest, and aspirations of the students and shall be in consultation with parents or guardians.

Waiver of Requirement

Graduation requirements generally will not be waived under any circumstances.

Alternative Programs

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

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

Dual Credit

Dual credit allows high schools students to simultaneously earn credit toward both a high school diploma and college coursework that can lead to a postsecondary degree or certificate, or toward transfer to another college. The primary purpose of offering dual credit courses is to deliver high quality, introductory, college level courses to high-performing high school students. The



Scobey K-12 Schools

Adopted on:  
Reviewed on:  
Revised on: 1/23/17

2413 - R

INSTRUCTION

Credit Transfer and Assessment for Placement

Grades 9-12

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

The credit evaluation committee will:

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

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

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

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

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4 Grades 1-8  
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6 Requests from parents of students in non-accredited, nonpublic schools for placement in the  
7 District school system will be evaluated by an assessment-for-placement team. That team will  
8 include:

- 9  
10 1. A school principal;  
11  
12 2. One (1) teacher of the grade in which the student is being considered for enrollment; and  
13  
14 3. One (1) counselor (grades 6-8 only) (OPTIONAL).  
15

16 The assessment-for-placement team will cause the District-adopted norm-referenced test and/or  
17 the end-of-the-year subject-matter test to be administered and scored. The assessment-for-  
18 placement team will take into account the following in its recommendation for grade placement:  
19

- 20 1. Documentation that the non-accredited, nonpublic school has provided a comparable  
21 number of hours as the child would have attended in a public or private school;  
22  
23 2. That the child followed a similar curriculum as would have been provided in an  
24 accredited public or private school;  
25  
26 3. That the result of the end-of-the-year test indicates the student has mastered most  
27 prerequisite skills; and  
28  
29 4. That the child achieved an NCE score of forty (40) or above on the Standard  
30 Achievement Test.  
31

32 Parents of students in home schools are encouraged to maintain a log documenting dates of  
33 instruction, content of instruction, amount of time spent on that instruction, scores on tests, and  
34 grades in all activities.  
35

36 The District is not obligated to provide instructional materials for other public or private schools.  
37

38 If a parent or guardian is not in agreement with the placement of the child, he/she may request a  
39 hearing before the Board.  
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43 Legal Reference: § 20-5-110, MCA School district assessment for placement of a child  
44 who enrolls from a nonaccredited, nonpublic school  
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Scobey K-12 Schools

Adopted on:  
Reviewed on:  
Revised on: 1/23/17

2421

INSTRUCTION

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Promotion and Retention

The Board recognizes that students of the rate of physical, social, emotional, and academic growth will vary among individual students. Since each student grows at his/her own rate, these individual growth characteristics shall be recognized in classroom programming.

After a student has successfully completed a year of study at a specific grad level, he/she will be promoted to the next grade.

Retention at the same grade may be beneficial to the student when he/she is not demonstrating minimum competency in basic skill subjects in relation to ability and grade level. Retention should not be considered except in these instances where there is a strong likelihood that the student will benefit with minimum social and emotional disruption.

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

1  
2 Scobey K-12 Schools  
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4 Adopted on: 10/14/08  
5 Reviewed on: 1/23/17

6 2450 - R

7 INSTRUCTION  
8

Revised on:

9 Recognition of Native American Cultural Heritage

10  
11 The District recognizes the distinct and unique cultural heritage of Native Americans and is  
12 committed in the District’s educational goals to the preservation of such heritage.  
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14 In furtherance of the District’s educational goals, the District is committed to:

- 15
- 16 • Working cooperatively with Montana Tribes in close proximity to the District, when  
17 providing instruction, when implementing educational goals or adopting rules relating to  
18 education of students in the District;  
19
  - 20 • Periodically reviewing its curriculum to ensure the inclusion of cultural heritage of  
21 Native Americans, which will include but not necessarily be limited to:  
22
    - 23 • Considering methods by which to provide books and materials reflecting  
24 authentic historical and contemporary portrayals of Native Americans;  
25
    - 26 • Taking into account individual and cultural diversity and differences among  
27 students;  
28
  - 29 • Providing necessary training for school personnel, with the objective of gaining an  
30 understanding and awareness of Native American culture, which will assist the District’s  
31 staff in its relations with Native American students and parents.  
32

33 The Board may require certified staff to satisfy the requirements for instruction in American  
34 Indian studies, set forth in § 20-1-503, MCA.  
35  
36  
37

38 Legal Reference:      Art. X, Sec. 1(2),                      Montana Constitution  
39                                      §§ 20-1-501, et seq., MCA      Indian Education for All  
40                                      10.55.603 ARM                      Curriculum and Assessment  
41                                      10.55.701 ARM                      Board of Trustees  
42                                      10.55.803 ARM                      Learner Access  
43  
44  
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# Scobey K-12 Schools

Adopted on: 06/19/06

Reviewed on:

2510 – R

INSTRUCTION

Revised on: 1/23/17, 08/19/19

Page 1 of 6

## School Wellness

*Scobey School District* (hereto referred to as the 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.

Research shows that two components, good nutrition and physical activity before, during and after the school day, are strongly correlated with positive student outcomes. This policy outlines the District’s approach to ensuring environments and opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day while minimizing commercial distractions. Specifically, this policy establishes goals and procedures to ensure that:

- Students receive quality nutrition education that helps them develop lifelong healthy eating behaviors;
- Schools engage in nutrition and physical activity promotion and other activities that promote student wellness;
- School staff are encouraged and supported to practice healthy nutrition and physical activity behaviors in and out of school; and
- The District will conduct an annual review of the policy and its established goals and objectives.

Therefore it is the policy of the Scobey School District that:

### **1. School Wellness Committee**

#### **Committee Role and Membership**

The Superintendent or designee(s) will convene the school wellness committee (hereinafter SWC), facilitate development of and updates to the wellness policy, and will ensure each school’s compliance with the policy. The SWC will meet at a minimum of three times per year to establish goals for and oversee school health and safety policies and programs.

The SWC membership will represent all school levels (elementary and secondary schools) and include (to the extent possible): parents and caregivers; students; representatives of the school nutrition program; physical education teachers; health education teachers; school health professionals; school administrators; school board members; health professionals; and the general public.

When feasible, the District will offer annual professional learning opportunities and resources for staff to increase knowledge and skills about promoting healthy behaviors in the classroom and

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4 school (e.g., increasing the use of kinesthetic teaching approaches or incorporating nutrition  
5 lessons into math class).

## 6 7 **Training**

8  
9 School Wellness committee members will share training opportunities with all members, attend  
10 when able, and pass on any relative information to the rest of the committee.

## 11 12 **2. Wellness Policy Review**

### 13 14 **Revisions and Updating the Policy**

15  
16 The Committee will update or modify the wellness policy based on the results of assessments  
17 and/or as District priorities change; community needs change; wellness goals are met; new health  
18 science, information, and technology emerges; and new Federal or state guidance or standards  
19 are issued.

### 20 21 **Community Involvement, Outreach and Communications**

22  
23 The District is committed to being responsive to community input, which begins with awareness  
24 of the wellness policy. The District will actively notify the public about the content of or any  
25 updates to the wellness policy annually, at a minimum.

## 26 27 **3. Nutrition**

### 28 29 **School Meals**

30  
31 Our school district is committed to serving healthy meals and meeting the nutrition needs of  
32 school children within their calorie requirements. The school participates in USDA child  
33 nutrition programs, including the National School Lunch Program (NSLP).

34  
35 All schools within the District are committed to offering school meals that:

- 36
- 37 ▪ Are accessible to all students;
  - 38 ▪ Are appealing to children and served in clean and pleasant settings;
  - 39 ▪ Meet or exceed current nutrition requirements established by local, state, and Federal statutes  
40 and regulations.
    - 41 ▪ Promote healthy food and beverage choices using [Smarter Lunchroom techniques](https://www.smarterlunchrooms.org/scorecard-tools/smarter-lunchrooms-strategies)  
42 (<https://www.smarterlunchrooms.org/scorecard-tools/smarter-lunchrooms-strategies>)
  - 43 ▪ Students will be allowed at least 20 minutes to eat lunch, counting from the time they have  
44 received their meal and are seated (meets Healthy Schools Program Gold-level criteria).
- 45

### 46 **Staff Qualifications and Professional Development**



1  
2  
3  
4 All school nutrition program directors and staff will meet or exceed hiring and annual continuing  
5 education/training requirements in the [USDA professional standards for child nutrition](https://professionalstandards.fns.usda.gov/content/nutrition-1000)  
6 [professionals](https://professionalstandards.fns.usda.gov/content/nutrition-1000) (https://professionalstandards.fns.usda.gov/content/nutrition-1000). These school  
7 nutrition personnel will refer to [USDA's Professional Standards for School Nutrition Standards](https://professionalstandards.fns.usda.gov/)  
8 [website](https://professionalstandards.fns.usda.gov/) (https://professionalstandards.fns.usda.gov/) to search for training that meets their  
9 learning needs.

## 10 11 **Water**

12  
13 To promote hydration, free, safe, unflavored drinking water will be available to all students  
14 throughout the school day\* and throughout every school campus\*. Students can bring and carry  
15 water bottles, filled with only water, with them throughout the day.

## 16 17 **Nutrition Promotion and Marketing**

18  
19 The District will promote healthy food and beverage choices for all students throughout the  
20 school campus, as well as encourage participation in school meal programs-

21  
22 *Exceptions for fundraiser foods not intended for consumption in schools.* Fundraising activities  
23 that take place outside of school, such as cookie dough or frozen pizza sales, are exempt from the  
24 nutrition standards. Distribution of order forms and foods not intended for consumption at school  
25 may continue.

## 26 27 **Nutrition Education**

28  
29 All students K-10 shall receive nutrition education that teaches the knowledge and skills needed  
30 to adopt healthy eating behaviors and is aligned with the *Montana's Health Enhancement and*  
31 *National Association of Sport and Physical Activity/American Alliance of Health, Physical*  
32 *Education, Recreation and Dance Physical Education Content Standards and Benchmarks.*

33  
34 Nutrition information and education shall be based on the U.S. Dietary Guidelines for  
35 Americans. Staff who provide nutrition education shall have the appropriate training, such as  
36 health enhancement or family and consumer sciences.

## 37 38 **4. Physical Activity**

39  
40 Children and adolescents should participate in at least 60 minutes of physical activity every day.  
41 The district shall offer health enhancement opportunities that include the components of a quality  
42 health enhancement program taught by a K-12 certified health enhancement specialist. Health  
43 enhancement instruction shall be aligned with the *Montana's Health Enhancement and National*  
44 *Association of Sport and Physical Activity/American Alliance of Health, Physical Education,*  
45 *Recreation and Dance Physical Education Content Standards and Benchmarks.* Schools will  
46

1  
2  
3  
4 ensure that these varied physical activity opportunities are in addition to, and not as a substitute  
5 for, physical education.  
6

7 To the extent practicable, the District will ensure that its grounds and facilities are safe and that  
8 equipment is available to students to be active. The District will conduct necessary inspections  
9 and repairs.  
10

### 11 **Physical Education**

12  
13 The District will provide students with physical education, using an age-appropriate, sequential  
14 physical education curriculum consistent with national and state standards for physical  
15 education. The physical education curriculum will promote the benefits of a physically active  
16 lifestyle and will help students develop skills to engage in lifelong healthy habits, as well as  
17 incorporate essential health education concepts.  
18

19 All District **elementary students** in each grade will receive physical education for at least 60  
20 minutes per week throughout the school year.  
21

22 All **secondary students** (middle and high school) are required to take the equivalent of two  
23 academic semesters of physical education.  
24

### 25 ***Recess (Elementary)***

26  
27 All K-4<sup>th</sup> grade students will receive at least **30 minutes of recess** and 5<sup>th</sup> – 6<sup>th</sup> grade students  
28 will receive **15 minutes** on all days during the school year (*This policy may be waived on early*  
29 *dismissal or late arrival days*).  
30

31 **Outdoor recess** will be offered when weather is feasible for outdoor play. Recess monitors or  
32 teachers will encourage students to be active, and will serve as role models by being physically  
33 active alongside the students whenever feasible. During indoor activities, the elementary will use  
34 lesson plans for structured play when applicable.  
35

### 36 **Classroom Physical Activity Breaks (Elementary)**

37  
38 The District recognizes that students are more attentive and ready to learn if provided with  
39 periodic breaks when they can be physically active or stretch. Thus, K-5 students will be offered  
40 **periodic opportunities** to be active or to stretch throughout the day on all or most days during a  
41 typical school week. The District recommends teachers provide short (3-5-minute) physical  
42 activity breaks to students during and between classroom time at least three days per week.  
43 These physical activity breaks will complement, not substitute, for physical education class,  
44 recess, and class transition periods.  
45  
46

The District will provide resources and links to resources, tools, and technology with ideas for classroom physical activity breaks. Resources and ideas are available through [USDA \(https://healthymeals.fns.usda.gov/activities-and-tools-1\)](https://healthymeals.fns.usda.gov/activities-and-tools-1) and the [Alliance for a Healthier Generation. \(https://www.healthiergeneration.org/take\\_action/schools/physical\\_activity/classroom\\_physical\\_activity/\)](https://www.healthiergeneration.org/take_action/schools/physical_activity/classroom_physical_activity/)

### **Before and After School**

The District offers opportunities for students to participate in physical activity either before and/or after the school day (or both) through a variety of methods. The District encourages active students by offering: early morning recess, interscholastic sports, intramurals, etc. Through a formal joint- or shared-use agreement, indoor and outdoor physical activity facilities and spaces will be open to students, their families, and the community outside of school hours.

### **PHYSICAL ACTIVITY GOALS**

- The district will encourage staff to provide active “brain breaks” by offering training and resources to all K-12 educators.

### **5. Other Activities that Promote Student Wellness**

The District may coordinate and integrate other initiatives related to physical activity, physical education, nutrition and other wellness components so all efforts are complementary, not duplicative, and work towards the same set of goals and objectives promoting student well-being, optimal development and strong educational outcomes.

#### ***Community Health Promotion and Family Engagement***

The District will promote to parents/caregivers, families, and the general community the benefits of and approaches for healthy eating and physical activity throughout the school year. Families will be informed and invited to participate in school-sponsored activities and will receive information about health promotion efforts.

#### **COMMUNITY HEALTH PROMOTION + FAMILY ENGAGEMENT GOAL**

- The district will promote nutrition and wellness to parents, families, and the community by sharing information via social media and/or at family events/activities.

#### *Glossary:*

**Extended School Day** – the time during, before and after school that includes activities such as clubs, intramural sports, band and choir practice, drama rehearsals and more.

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**School Campus** - areas that are owned or leased by the school and used at any time for school-related activities, including on the outside of the school building, school buses or other vehicles used to transport students, athletic fields and stadiums (e.g., on scoreboards, coolers, cups, and water bottles), or parking lots.

**School Day** – the time between midnight the night before to 30 minutes after the end of the instructional day.

Legal Reference:                    PL 108-265    The Child Nutrition and WIC Reauthorization Act  
of 2004

8  
9 Work Based Learning Program

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

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

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

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

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

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

45  
46 Cross Reference: 2600P Work Based Learning Procedures

2600F Work Based Learning Affiliation Agreement and Consent Form

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Legal reference:

Title 41, Chapter 2, MCA  
Fair Labor Standards Act 29 U.S.C. 212 and 213, et seq.  
Chapter 247 2021 General Legislative Session  
Section 39-71-118(7), MCA Employee, worker, volunteer, volunteer  
firefighter, and volunteer emergency care provider defined --election of  
coverage.

## WORK BASED LEARNING AFFILIATION AGREEMENT

2600F

This Affiliation Agreement is entered into between \_\_\_\_\_ (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:**

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\_\_\_\_\_ 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

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1 **Scobey K-12 Schools**

2  
3 **INSTRUCTION**

2600P  
Page 1 of 2

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 carrier.  
29 School District requires the employer to show proof of workers compensation coverage with the  
30 volunteer endorsement added via a copy of a current workers compensation policy. Medical  
31 costs and other related workers compensation claim expenses for accepted workers  
32 compensation claims due to injury to the student while working in the course and scope as part  
33 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.

## SCOBEEY SCHOOL DISTRICT

**R = required**

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1 Scobey K-12 Schools

2  
3 Adopted on: 06/06/17  
4 Reviewed on:  
5 Revised on:

6 3100

7 STUDENTS

9 Student Enrollment, Exceptional Circumstances Meriting Waiver of Age Requirements for Pupils

10  
11 The administration shall ensure admission, enrollment and assignment of all qualifying children  
12 referenced in this policy. The administration shall place children enrolled pursuant to this policy in either  
13 a half-time or full-time kindergarten program as an integral part of the elementary school program. The  
14 administration shall also ensure provision of a free appropriate public education in the least restrictive  
15 environment possible, pursuant to terms of each student’s individualized education program, for all  
16 children enrolled under this policy who are qualified for services under the Individuals with Disabilities  
17 Education Act.

18  
19 The administration shall include children enrolled pursuant to this policy in the district’s calculation of  
20 average number belonging (ANB) as reported to OPI.

21  
22 The Board of Trustees declares the following to be qualifying “exceptional circumstances” within the  
23 meaning of that term as used in 20-5-101(3), that merit waiving the age provisions of 20-5-101(1), MCA  
24 for qualifying children under 6 years of age:

25  
26 *Note: Each of the below should be considered separately for inclusion or exclusion in the Board’s*  
27 *adopted policy. Note: When enrolling on the basis of an individual student’s characteristics under this*  
28 *Option A, the District must be sure to document each qualifying student’s characteristics to ensure that*  
29 *criteria listed in this portion of the policy can be substantiated.*

- 30  
31 1. A child at least 3 years of age with a disability qualifying the child for services under the federal  
32 Individuals with Disabilities Education Act.  
33 2. A child who is 4 years of age or older on or before September 10 of the school year in which  
34 enrollment is to occur who:  
35 a. Meets the income eligibility guidelines for free or reduced price meals under the National  
36 School Lunch Program;  
37 b. Is Limited English Proficient within the meaning of Title III of the federal Elementary  
38 and Secondary Education Act;  
39 c. Is Gifted and Talented within the meaning of that term as used in 20-7-901, MCA;  
40 d. Is an enrolled member of a federally recognized American Indian Tribe;  
41 e. Is homeless as defined in 42 U.S. Code § 11302, or, as determined by the administration,  
42 exhibits other characteristics or lives in circumstances that are uncommon, unusual,  
43 atypical, rare or otherwise distinguished from ordinary or typical which place the child at  
44 risk of failing to achieve at adequate levels.  
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Legal Reference:

§ 20-5-101, MCA	Admittance of child to school
§ 20-6-501, MCA	Definition of various schools
§ 20-7-117, MCA	Kindergarten and preschool programs
§ 20-9-309, MCA	Basic system of free quality public elementary and secondary schools defined
Individual with Disabilities Act	Federal Rehabilitation Act of 1973
National School Lunch Act (Public Law 396, 79 <sup>th</sup> congress, chapter 281, 2 <sup>nd</sup> session)	
Title III, ESEA (English language Acquisition, language Enhancement, and Academic Achievement Act)	
McKinney-Vento Homeless Assistance Act of 1987 (Pub. L. 100-77, July 22, 1987, 101 Stat. 482, U.S.C. § 11301 et seq.	

# Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

Revised on:

3100P

STUDENTS

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## Student Enrollment, Exceptional Circumstances Meriting Waiver of Age Requirements for Pupils

When implementing Board Policy 3100, the District shall follow these procedures:

1. The administration shall review the criteria set forth in the Policy 3100 and make the preliminary determination whether an individual student or class of students meets the criteria for exceptional circumstances set forth therein;
2. The administration shall notify the parent(s)/legal guardian(s) of the administration's recommendation to the Board regarding the enrollment of the student(s) under the exceptional circumstances meriting waiving of the age requirements;
3. The administration shall present the information to the Board for approval within 30 days of making the preliminary determination;
4. In presenting the information to the Board, the administration shall either: (1) remove all identifying information about the student(s) when presenting the information to the Board in order to protect the privacy rights of the student under state and federal law, or (2) provide the name(s) of the students(s) to the Board in a closed session with notice to the parent(s)/legal guardian(s) that he/she/they have the right to attend the closed session; and
5. The Board shall make the final decision on the enrollment of students under the District's exceptional circumstances policy.

The trustees shall annually review this policy and procedure based on changing circumstances pertaining to the criteria used for determination of the program.



# Scobey K-12 Schools

Adopted on: 11/10/95

Reviewed on:

3110

STUDENTS Revised on: 06/06/17, 08/19/19, 01/15/2020, 8/8/22

page 1 of 3

## Entrance, Placement, and Transfer

### Entrance, Date, and Age

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

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

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

### School Entrance

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

1  
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3  
4 Placement  
5

6 The District goal is to place students at levels and in settings that will increase the probability of  
7 student success. Developmental testing, together with other relevant criteria, including but not  
8 limited to health, maturity, emotional stability, and developmental disabilities, may be  
9 considered in the placement of all students. Final disposition of all placement decisions rests  
10 with the principal, subject to review by the Superintendent or the Board.  
11

12 Children of Relocated Military Families  
13

14 The Board shall assign and admit a child whose parent or guardian is being relocated to Montana  
15 under military orders to a school in the district and allow the child to preliminarily enroll in  
16 classes and apply for programs offered by the District prior to arrival and establishing residency.  
17

18 The student will be placed in student data management system as soon as enrolled under this  
19 provision. The student will attend classes during preliminary enrollment and the Board  
20 authorizes the administration to provide offsite instruction to the student if not present in the  
21 District. The District will include a student enrolled under this provision as part of the  
22 calculation of ANB.  
23

24 Transfer  
25

26 District policies regulating the enrollment of students from other accredited elementary and  
27 secondary schools are designed to protect the educational welfare of children.  
28

29 Elementary Grades (K-8)  
30

31 A student transferring into the District will be admitted and placed  
32 subject to observation by appropriate teachers and a building principal during a probation period  
33 of two (2) weeks. Thereafter, should doubt arise as to initial grade and level placement of a  
34 student, school personnel will conduct an educational assessment to determine appropriate grade  
35 and level placement.  
36

37 Secondary Grades (9-12) Credit Transfer  
38

39 A transfer of credits from any secondary school is subject to a satisfactory examination of the  
40 following:  
41

- 42 1. Appropriate certificates of school accreditation;
- 43 2. Length of course, school day, and school year;
- 44 3. Content of applicable courses;
- 45 4. School building as it relates to credit earned (i.e., lab areas for appropriate science or  
46 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
	Chapter 20	2021 General Legislative Session
	HB 246	2021 General Legislative Session

1 Scobey K-12 Schools

2  
3 Adopted on: 1/23/17

4 Reviewed on:

5 3120 - R

6 STUDENTS

7 Revised on:

8 Compulsory Attendance

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

15  
16 Parents or legal guardians or legal custodians are responsible for seeing that their children who are age  
17 seven (7) or older before the first (1<sup>st</sup>) day of school attend school until the later of the following dates:

- 18  
19 1. Child's sixteenth (16<sup>th</sup>) birthday; or  
20 2. Completion date of the work of eighth (8<sup>th</sup>) grade.

21  
22 The provisions above do not apply in the following cases:

- 23 (a) The child has been excused under one of the conditions specified in [20-5-102](#).  
24 (b) The child is absent because of illness, bereavement, or other reason prescribed by the policies of  
25 the trustees.  
26 (c) The child has been suspended or expelled under the provisions of [20-5-202](#).  
27 (d) The child is excused pursuant to Section 2 of 20-5-103.  
28  
29

30 Compulsory attendance stated above will not apply when children:

- 31 1. Are provided with supervised correspondence or home study; or  
32 2. Are excused because of a determination by a district judge that attendance is not in the best  
33 interests of the child; or  
34 3. Are enrolled in a non-public or home school; or  
35 4. Are enrolled in a school in another district or state; or  
36 5. Are excused by the Board on a determination that attendance after age of sixteen (16) is not in the  
37 best interests of the child and the school.  
38

39 Legal Reference: § 20-1-308, MCA Religious instruction released time program  
40 § 20-5-101, MCA Admittance of child to school  
41 § 20-5-102, MCA Compulsory enrollment and excuses  
42 § 20-5-103, MCA Compulsory attendance and excuses  
43 § 20-5-104, MCA Attendance officer  
44 § 20-5-106, MCA Truancy  
45 § 20-5-107, MCA Incapacitated and indigent child attendance  
46 § 20-5-108, MCA Tribal agreement with district for Indian child  
47 compulsory attendance and other agreements  
48 § 20-5-109, MCA Nonpublic school requirement for compulsory  
49 enrollment exemption  
50 § 20-5-202, MCA Suspension and Expulsion

Scobey K-12 Schools

Adopted on:  
Reviewed on:

3121

STUDENTS

Revised on: 06/06/17, 8/9/21, 7/22/22

Enrollment and Attendance Records

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

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

- A resident of the district or a nonresident student admitted by trustees under a student attendance agreement and who is attending a school of the district;
- Unable to attend school due to a medical reason certified by a medical doctor and receiving individualized educational services supervised by the district, at district expense, at a home or facility that does not offer an educational program;
- Unable to attend school due to the student’s incarceration in a facility, other than a youth detention center, and who is receiving individualized educational services supervised by the district, at district expense, at a home or facility that does not offer an educational program;
- Living with a caretaker relative under § 1-1-215, MCA;
- Receiving special education and related services, other than day treatment, under a placement by the trustees at a private nonsectarian school or private program if the student’s services are provided at the district’s expense under an approved individual education plan supervised by the district;
- Participating in the Running Start Program at district expense under § 20-9-706, MCA;
- Receiving education services, provided by the district, using appropriately licensed district staff at a private residential program or private residential facility licensed by the Department of Public Health and Human Services;
- Enrolled in an educational program or course provided at district expense using electronic or offsite delivery methods, including but not limited to tutoring, distance learning programs, online programs, and technology delivered learning programs, while attending

- 1
- 2
- 3
- 4 • a school of the district or any other nonsectarian offsite instructional setting with the
- 5 approval of the trustees of the district; or
- 6
- 7 • student of the district completing work on a proficiency basis in accordance with Sections
- 8 20-9-311(4)(d) and 20-9-324(18)(b), MCA;
- 9
- 10 • A student enrolled by the Board for exceptional circumstances as defined in applicable
- 11 District policies and in accordance with Section 20-5-101, MCA.
- 12
- 13 • A student gaining credit for participating in a work-based learning program pursuant to
- 14 [New Section 8] of Chapter 247, Laws of 2021 and Policy 2600;
- 15
- 16 • A student participating in an “innovative educational program” as defined in Section 15-
- 17 30-3102, MCA;
- 18
- 19 • A resident of the district attending a Montana job corps program under an interlocal
- 20 agreement with the district under Section 20-9-707, MCA; or
- 21
- 22 • A resident of the district attending a Montana Youth Challenge Program under an
- 23 interlocal agreement with the district under Section 20-9-707, MCA.
- 24
- 25 • A student with a disability who is over 19 years old but under 21 years of age, has been
- 26 enrolled by the Board of Trustees in accordance with Policy 3110, and qualifies in
- 27 accordance with Section 20-9-311(7), MCA, to remain enrolled and be served by schools,
- 28 if the following criteria are satisfied:
- 29
  - 30 • the student has not graduated;
  - 31
  - 32 • the student is eligible for special education services and is likely to be eligible for
  - 33 adult services for individuals with developmental disabilities due to the
  - 34 significance of the student's disability; and
  - 35
  - 36 • the student's individualized education program has identified transition goals that
  - 37 focus on preparation for living and working in the community following high
  - 38 school graduation since age 16 or the student's disability has increased in
  - 39 significance after age 16.
  - 40

41 In order for a student who is served through distance learning or offsite delivery methods to be  
42 included in the calculation of average number belonging, the student must meet one or more of  
43 the conditions for participating in offsite instruction pursuant to Section 20-7-118, MCA.

44  
45 Enrollment for Purposes of Participation in Extracurricular Activities By an Unenrolled Child or  
46 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 Policy 2600	School Sponsored Activities Work Based Learning
Legal Reference:	§ 1-1-215, MCA § 20-9-311, MCA § 20-9-706, MCA § 20-9-707, MCA 29 U.S.C. 794 34 CFR 300.1, et seq. Chapter 297 Chapter 269 Chapter 247 Chapter 406	Residence – rules for determining Calculation of average number belonging (ANB) -- three-year averaging. Running start program – authorizing class credits at postsecondary institution – eligibility – payment for credits Agreement with Montana youth challenge program or accredited Montana job corps program Nondiscrimination under Federal grants and programs Assistance to states for the education of children with disabilities 2021 General Legislative Session 2021 General Legislative Session 2021 General Legislative Session 2021 General Legislative Session

1 Scobey K-12 Schools

2 Adopted on: 06/06/17

3 Reviewed on:

4 Revised on:

5 3121P

6 STUDENTS

8 Enrollment and Attendance Records

9 Average Number Belonging

10 Average Number Belonging (ANB) is the enrollment measure used for the State Foundation  
11 Program calculations as defined in § 20-9-311, MCA. The ANB of one year is based on the  
12 attendance records of the preceding year. Funding for districts is based on ANB, which is based  
13 on “aggregate hours” per year and must be accurate. “Aggregate hours” means the hours of  
14 pupil instruction for which a school course or program is offered or for which a pupil is enrolled.  
15

16 For a child to be counted for ANB purposes:

- 17 a) The child must meet the definition of pupil as found in § 20-1-101(11), MCA;
- 18 b) Attending 180 to 359 aggregate hours = One-quarter time enrollment
- 19 c) Attending 360 to 539 aggregate hours = One-half time enrollment
- 20 d) Attending 540 to 719 aggregate hours = Three-quarter time enrollment
- 21 e) Attending 720 aggregate hours or more = Full-time enrollment

22 A school district may include in its calculation of ANB a pupil who is enrolled in a program  
23 providing fewer than the required aggregate hours of pupil instruction required under subsection  
24 20-9-311(4)(a) or (4)(b) if the pupil had demonstrated proficiency in the content ordinarily  
25 covered by the instruction as determined by the school board using district assessments. The  
26 ANB must be converted to an hourly equivalent based on the hours of instruction ordinarily  
27 provided for the content over which the student has demonstrated proficiency. 20-9-311(4)(d).  
28

29 Homebound Students

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

- 33 a) Is enrolled and is currently receiving organized and supervised pupil instruction;
- 34 b) Is in a home or facility which does not offer a regular educational program; and





Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

Revised on:

3122

STUDENTS

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Attendance Policy

To reach the goal of maximum educational benefits for each child requires a regular continuity of instruction, classroom participation, learning experiences, and study. Regular interaction of students with one another in the classroom 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. The good things schools have to offer can only be presented to students in attendance.

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

Specific rules and regulations regarding attendance and tardies can be found in the respective student handbook.

Scobey K-12 Schools

Adopted on: 1/23/17

Reviewed on:

Revised on:

3123 -R

STUDENTS

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, or equivalent, whichever is less, in 1 school year.

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

The Scobey School district has appointed the principal as 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

Scobey K-12 Schools

Adopted on: 11/14/17

Reviewed on:

Revised on:

3124-R

STUDENTS

Military Compact Waiver

The State of Montana is one of numerous states across the country that is a member of the Interstate Compact on Educational Opportunity for Military Children. As a school district within the State of Montana subject to the laws of the State of Montana, the District shall follow the requirements of the Compact for students who enroll at the District for whom the Compact applies.

Purpose

The purpose of the Interstate Compact on Educational Opportunity for Military Children is to remove barriers to educational success for children of military families due to frequent relocation and deployment of their parents. The Compact facilitates educational success by addressing timely student enrollment, student placement, qualification and eligibility for programs (curricular, co-curricular, and extra-curricular), timely graduation, and the facilitation of cooperation and communication between various member states' schools.

Applicability

This Compact applies only to children of:

1. Active duty members of the uniformed services as defined in the Compact, including member of the national guard and reserve on active duty orders pursuant to 10 U.S.C., 12301(d) and 12304;
2. Members of the veterans of the uniformed services who are severely injured and medically discharged or retired for a period of 1 year after medical discharge or retirement; and
3. Members of the uniformed services who die on active duty or as a result of injuries sustained on active duty for a period of 1 year after death.

Educational Records and Enrollment

1. **Hand Carried/Unofficial Educational Records:** In the event that official educational records cannot be released to a parent for the purpose of school transfer, the custodian of records from the sending school shall prepare and furnish to the parent a complete set of unofficial educational records containing uniform information as determined by the Interstate Commission.

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4 Upon receipt of the unofficial educational records, the District shall enroll and  
5 appropriately place the student based upon the information the school receives in the  
6 unofficial educational records, pending validation by the official records, as soon as  
7 possible.  
8

- 9  
10 2. **Official Educational Records/Transcripts:** At the time of enrollment and conditional  
11 placement of a qualifying student at the District, the District shall request the student's  
12 official educational records from their last school of attendance.

13 A school receiving such a request shall process the official educational records request  
14 and furnish such within a period of ten (10) days, or within the timeline determined to be  
15 reasonable by the Interstate Commission.  
16

- 17 3. **Immunizations:** The District shall provide a period of thirty (30) days from the date of  
18 enrollment, or such other time frame as determined by the rules of the Interstate  
19 Commission, within which students may obtain any immunizations required by the  
20 District. Where the District's requirements include a series of immunizations, initial  
21 vaccinations must be obtained within thirty (30) days, or within the timeline determined  
22 to be reasonable by the Interstate Commission.  
23

- 24 4. **Kindergarten and First Grade Entrance Age:** Students shall be allowed to continue  
25 their enrollment at grade level at the District, commensurate with their grade level from  
26 their receiving school, including kindergarten, at the time of transition. However, the  
27 provisions of Montana Code 20-5-101 regarding trustees enrolling a child in kindergarten  
28 or in first grade whose fifth (5<sup>th</sup>) or sixth (6<sup>th</sup>) birthday occurs on or before the tenth (10<sup>th</sup>)  
29 day of September of the school year in which the child is to enroll but is not yet 19 years  
30 of age, shall continue to apply.  
31

32 A student who has satisfactorily completed the prerequisite grade level in the sending  
33 school shall be eligible for enrollment in the next highest grade level in the District, at the  
34 receiving school, regardless of age.  
35

36 A student who is transferring into the District after the start of the school year shall enter  
37 the District on the student's validated grade level from an accredited school in the  
38 sending state.  
39

#### 40 Placement and Attendance

- 41  
42 1. **Course Placement:** Upon transfer of a qualifying student, the receiving District shall  
43 place the student in courses consistent with the student's courses in the sending school  
44 and/or the school's educational assessments.  
45  
46

Course placement includes, but is not limited to honors, international baccalaureate, advanced placement, vocational, technical, and career pathways courses.

Continuing the student's academic program from the previous school and promoting placement in academically and career challenging courses should be paramount when considering placement. This requirement does not preclude the District from performing subsequent evaluations to ensure appropriate placement and continued enrollment of the student in the course(s).

- 2. Educational Program Placement:** The District shall initially honor placement of the student in educational programs based on current educational assessments conducted at the sending school or participation/placement in similar programs at the sending school.

Educational program placement includes, but is not limited to, gifted and talented programs and English as a second language. This requirement does not preclude the District from performing subsequent evaluations to ensure appropriate placement of the student.

- 3. Special Education Services:** In compliance with the federal requirements of the Individuals with Disabilities Education Act, the District, as the receiving school, shall initially provide comparable services to a student with disabilities based on his or her current Individual Education Plan.

In compliance with Section 504 of the Rehabilitation Act and with Title II of the Americans with Disabilities Act, the District, as the receiving school, shall make reasonable accommodations and modifications to address the needs of incoming students with disabilities consistent with his or her existing 504 or Title II Plan.

This does not preclude the District, as the receiving school, from performing subsequent evaluations to ensure appropriate placement and/or accommodations are made for the student.

- 4. Placement Flexibility:** The District's Administration shall have the flexibility to waive course/program prerequisites or other preconditions for placement in courses/programs offered by the receiving District.

- 5. Absences Relating to Deployment Activities:** A student whose parent/legal guardian is an active duty member of the uniformed services and has been called to duty for, is on leave from, or immediately returned from deployment in a combat zone or combat support position, shall be granted additional excused absences at the discretion of the District's Superintendent to visit with his or her parent/legal guardian relative to such leave or deployment of the parent/guardian.

1  
2  
3 Eligibility  
4

- 5 **1. Eligibility for Enrollment:** A Special Power of Attorney pertaining to the guardianship  
6 of a student of a military family and executed under applicable law shall be sufficient for  
7 the purposes of enrollment and all other actions requiring parental participation and  
8 consent.  
9

10 The receiving District shall not charge tuition to a transitioning military student placed in  
11 the care of a noncustodial parent or other person standing in loco parentis who lives in a  
12 jurisdiction other than that of the custodial parent.  
13

14 A transitioning military student, placed in the care of a noncustodial parent or other  
15 person standing in loco parentis who lives in a jurisdiction other than that of the custodial  
16 parent, may continue to attend the school in which he or she was enrolled when residing  
17 with the custodial parent.  
18

- 19 **2. Eligibility for Extra-Curricular Activity Participation:** The District shall facilitate the  
20 opportunity for transitioning military students' inclusion in extracurricular activities,  
21 regardless of application deadlines, to the extent the student is otherwise qualified.  
22

23 Graduation  
24

25 In order to facilitate the on-time graduation of children of military families, the receiving District  
26 shall incorporate the following procedure:  
27

- 28 **1. Graduation Course Requirements – Waiver:** The receiving District's Administration,  
29 through the Superintendent or designee, shall waive specific courses that are required for  
30 graduation if similar coursework has been satisfactorily completed at another school.  
31

32 If the District does not waive the specific course requirement for graduation, the District  
33 shall provide a reasonable justification for the denial. This justification shall be provided  
34 to the parent/legal guardian in writing.  
35

36 If the receiving District does not waive the specific course requirement for graduation  
37 and the student would have otherwise qualified to graduate from the sending school, the  
38 receiving District shall provide an alternative means of acquiring required course work to  
39 ensure that the student's graduation will occur on time.  
40

- 41 **2. Exit Exams:** In lieu of testing requirements required for graduation at the receiving  
42 District, the District and the State of Montana shall accept any or all of the following:  
43

- 44 A. Exit exams or end-of-course exams required for graduation from the sending  
45 school;  
46 B. National norm-referenced achievement tests; or

C. Alternative testing.

In the event the above alternatives cannot be accommodated by the receiving District for a student transferring during his or her senior year, subsection 3, below, shall apply.

**3. Transfer During Senior Year of High School:** Should a military student transferring at the beginning of or during the senior year be ineligible to graduate from the receiving District after all alternatives have been considered, the sending school and the receiving District shall ensure the receipt of a diploma from the sending school if the student meets the graduation requirements of the sending school.

In the event that one of the states in question is not a member of this Compact, the member state shall use best efforts to facilitate the on-time graduation of the student.

Conflicts

All state laws and District policies that conflict with this policy and/or in conflict with the Compact are superseded to the extent of the conflict.

Cooperation

The receiving District, through its administration, shall timely cooperate with all state agency inquiries and other District/school inquiries relating to a student who is covered by the Compact.

Cross Reference:	2333	Participation in Commencement Exercises
	2410 – 2410P	High School Graduation Requirements
	2413	Credit Transfer and Assessment for Placement
	3110	Entrance, Placement, and Transfer
Legal Reference:	20-1-230, MCA	Enactment – interstate Compact on Educational Opportunity for Military Children - provisions



# Scobey K-12 Schools

Adopted on: 1/23/17

Reviewed on:

Revised on: 08/19/19

3125 - R

STUDENTS

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## 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. Thereafter, a written complaint must be filed in accordance with the District Uniform Complaint Procedure.

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 Form

1  
2  
3  
4  
5  
6  
7

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

Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

Revised on: 01/15/2020, 8/9/21

3130

STUDENTS

page 1 of 2

Students of Legal Age

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

Forms

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

Admission to School

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

Field Trips/Athletic Programs

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

Absence/Lateness/Tuancy

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

Suspension/Expulsion

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

Withdrawal From School

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

Permission to Inspect Student Records

1  
2  
3  
4  
5 A student that attains the age of legal majority is an “eligible student” under FERPA. An eligible  
6 student has the right to access and inspect their student records. An eligible student may not  
7 prevent their parents from accessing and inspecting their student records if they are a dependent  
8 of their parents in accordance with Internal Revenue Service regulations.  
9

10 Report Cards

11  
12 Progress reports will be sent to the parent or legal guardian.  
13

14 Excuses From School

15  
16 The school will verify requests from students who wish to leave school early for reasons such as  
17 job interviews, college visits, driver testing, etc., with the organization being visited. Permission  
18 to leave school early may be denied for what is considered a non-valid reason.  
19

20 Financial Responsibility

21  
22 Adult students can be held financially responsible for damage to school property.

Scobey K-12 Schools

Adopted on:  
Reviewed on:

3141

STUDENTS

Revised on: 06/06/17, 7/9/18

Discretionary Nonresident Student Attendance Policy

1. Except as required by § 20-5-321, MCA, the District will admit nonresident students at its discretion.
2. The Superintendent will recommend to the Board any nonresident student admission in accordance with this policy, with the Board making the final decision on admission.
3. The District will examine a student’s records from this district and other school districts before any Board approval for admission. Review of the records and decisions regarding admission cannot be inconsistent with district policies regarding nondiscrimination.
5. Every nonresident student who attends District schools must reapply for admission for the succeeding school year by June 15. Admission in one school year does not infer or guarantee admission in subsequent years.
7. The District will not admit nonresident students when doing so would cause the district to exceed the class size standards under 10.55.712 and 10.55.713, ARM.
6. All resident students who become nonresidents because their parents or guardians move out of the District may continue attendance for the school year, barring registration in another District. At the completion of the school year, a student must apply as a nonresident student in accordance with #4.
7. The Board reserves the right to charge tuition for nonresident students. At its discretion, the Board may charge or waive tuition for all students whose tuition is required to be paid by one kind of entity, defined as either a parent or guardian or a school district. Any waiver of tuition will be applied equally to all students whose tuition is paid by the same kind of entity (i.e., if the District charges tuition in those circumstances where a resident district pays but waives tuition in those circumstances where a parent or guardian is responsible for tuition, the tuition waiver will be applicable to all students whose parents or guardians bear the responsibility for payment).
8. All nonresident students will be considered ineligible transportees for school transportation services (§ 20-10-101, MCA).
9. The Board will not admit any student who is expelled from another school district.

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
	10.55.712, ARM	Class Size Elementary
	10.55.713, ARM	Teacher Load and Class Size – High School

Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

Revised on:

3145

STUDENTS

Foreign Exchange Students

The District finds that foreign exchange students add to the richness of the high school setting for both District and foreign students. Thus, the District is willing to enroll a manageable number of foreign exchange students.

To protect the interests of the District and students, the District has adopted the following policies (it should be remembered that foreign exchange students are educated at the expense of the taxpayers of the District and the state of Montana):

- d) The foreign exchange student must be eighteen (18) years of age or younger at the time of enrollment;
- e) The foreign exchange student must reside with a legal resident of the District. Exceptions may be granted.
- f) The foreign exchange student must have sufficient knowledge of the English language to enable effective communication and to use instructional materials and textbooks printed in English.
  - a. The District may administer an English proficiency test of its choosing, which will supersede all other tests.
  - b. If an organization places a student who, on arrival, is deemed by the District to be deficient in English language proficiency, the organization will either terminate the student’s placement or provide and pay for tutorial help until the student reaches proficiency, as determined by the District.

Academic Standards and Graduation

1. A foreign exchange student will be expected to meet all appropriate standards required of any student enrolled in the District.
2. Foreign exchange students may not graduate or receive a diploma from Scobey High School. However, they may participate in ceremonies and receive a certificate of attendance.

1  
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3  
4 Orientation by the Exchange Organization  
5

- 6 1. Orientation, both pre-departure and upon arrival in the United States, must be provided to  
7 the exchange student.  
8  
9 2. Orientation must also be provided to the host family in advance of the exchange student's  
10 arrival. The family should be advised of potential problems in hosting an exchange  
11 student and provided with suggestions for coping with these problems.  
12  
13 3. The student's host family and the District must be provided written information which  
14 includes at least:  
15  
16 a. Name, address, and phone number of both local and area coordinators for the  
17 exchange organization.  
18  
19 b. A twenty-four-(24)-hour emergency telephone number for immediate assistance  
20 by the exchange organization.  
21

22 Supervision  
23

- 24 1. The sponsoring foreign student exchange organization must assume the final  
25 responsibility of resolving problems, including, if necessary, the changing of host  
26 families or the early return home of the exchange student because of personal, family, or  
27 school difficulties.  
28  
29 2. The sponsoring foreign student exchange organization must contact the exchange student  
30 and host family periodically throughout the exchange visit to ensure that problems are  
31 dealt with promptly and effectively.  
32  
33 3. The host family must be available and willing to meet with school personnel when  
34 functions or conditions require it.  
35

36 Student Opportunities and Responsibilities  
37

- 38 1. Required Courses. Foreign exchange students will be expected to enroll in the following  
39 academic classes while attending Scobey High School:  
40  
41 a. One (1) English class;  
42  
43 b. One (1) United States history class or one (1) government class;  
44  
45 c. Maintain enrollment in at least six (6) classes.  
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2. Athletic Program. Foreign exchange students are eligible to participate in the Scobey High School Activities Program. Guidelines for participation are set by District policy and by the Montana High School Association, as follows:

a. RECOGNITION. The student must be a participant of an “official Foreign Exchange Program” as defined in the publication from the National Association of Secondary School Principals, entitled, “Advisory List of International Educational Travel and Exchange Programs.”

b. GRADUATION. The student cannot have graduated or received a diploma in his/her own country.

3. Student Fees. Foreign exchange students are expected to pay all yearbook fees, lab fees, prom tickets, athletic fees, cap and gown fees, lunch prices, and all other school-incurred expenses that are expected of other students enrolled in Scobey High School.

4. Achievement and Discipline. Foreign exchange students must maintain passing grades in all classes, follow rules and regulations of District student policies, and show satisfactory discipline and attendance. Failure to comply with these expectations may result in dismissal of the student from the District Foreign Exchange Program.

5. Scholarship(s). The District will not include names of foreign exchange students in its formal class-rank listing based on cumulative grade point average, nor will foreign exchange students be eligible to apply for any local scholarship.

Placement Quotas for Foreign Student Exchange Organizations

1. Scobey High School will accept a maximum of two (2) individually sponsored exchange students, on a first-come, first-served basis.

2. The fact that a foreign exchange organization has located a host family within the District does not infer the District will automatically enroll the student. While the organization may develop such an agreement with a host family, the family should be advised it is contingent upon admission to Scobey High School.

Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

Revised on:

3145P

STUDENTS

Foreign Exchange Students

Admission Requirements

1. Foreign exchange students must be eighteen (18) years of age or younger at the time of enrollment.
2. Foreign exchange students must reside with a legal resident of the District. Limited exceptions may be granted at the discretion of the Board.
3. Foreign exchange students must have sufficient knowledge of the English language to enable effective communication and to use instructional materials and textbooks printed in English.
  - a. An English proficiency test of the District’s own choosing may be administered and will supersede all other tests.
  - b. If an organization places a student who, upon arrival, is deemed by the District to be deficient in English language proficiency, the organization will do one of the following:
    - i. Terminate the student’s placement.
    - ii. Provide, and pay for, tutorial help until the student reaches proficiency, as determined by the District.

Academic Standards and Graduation

1. Foreign exchange students will be expected to meet all appropriate standards required of any student enrolled in the District.
2. Foreign exchange students will not graduate from or receive a diploma from the High School, but they may participate in the ceremonies and receive a certificate of attendance.

Student Opportunities/Responsibilities

1. Foreign exchange students will be expected to enroll in the following academic classes while attending Scobey High School:
  - a. One (1) English class;
  - b. One (1) United States history class or one (1) government class;

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3  
4 c. Maintain enrollment in at least six (6) classes.  
5

6 2. Foreign exchange students are eligible to participate in the High School Activities  
7 Program. Guidelines for participation are set by District policy and by the Montana High  
8 School Association, as follows:  
9

10 a. RECOGNITION. The student must be a participant of an “official Foreign  
11 Exchange Program” as defined in the publication from the National Association  
12 of Secondary School Principals, entitled *Advisory List of International  
13 Educational Travel and Exchange Programs*.  
14

15 b. GRADUATION. The student cannot have graduated or received a diploma in  
16 his/her own country.  
17

18 3. Foreign exchange students are expected to pay all yearbook fees, lab fees, prom tickets,  
19 yearbook costs, athletic fees, cap and gown fees, lunch prices, and all other school  
20 incurred expenses that are expected of other students enrolled in the High School.  
21

22 4. Foreign exchange students must maintain passing grades in all classes, follow rules and  
23 regulations of District student policies, and show satisfactory discipline and attendance.  
24 Failure to comply with these expectations shall result in dismissal of the student from the  
25 District’s Foreign Exchange Program.  
26  
27  
28

Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

Revised on: 8/9/21

3150

STUDENTS

Part-Time Attendance

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

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

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

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

Participation in District Extracurricular Activities by Unenrolled Children

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

Cross References:	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

Scobey K-12 Schools

Adopted on:  
Reviewed on:

3200

STUDENTS

Revised on: 06/06/17

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Student Rights and Responsibilities

The District recognizes fully that all students are entitled to enjoy the rights protected under federal and state constitutions and law for persons of their age and maturity in a school setting. The District expects students to exercise these rights reasonably and to avoid violating the rights of others. The District may impose disciplinary measures whenever students violate the rights of others or violate District policies or rules.

Cross Reference:    3231   Searches and Seizure  
                          3310   Student Discipline

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

1 Scobey K-12 Schools

2  
3 Adopted on:  
4 Reviewed on:

5 3210 - R

6 STUDENTS

7 Revised on: 06/06/17, 10/12/20

8 Equal Educational Opportunity, Nondiscrimination, and Sex Equity

9  
10 The District will make equal educational opportunities available for all students without regard  
11 to race, color, national origin, ancestry, sex, ethnicity, language barrier, religious belief, physical  
12 or mental handicap or disability, economic or social condition, actual or potential marital or  
13 parental status. No student will be denied equal access to programs, activities, services, or  
14 benefits or be limited in the exercise of any right, privilege, or advantage, or denied equal access  
15 to educational and extracurricular programs and activities.

16  
17 Inquiries regarding sexual harassment, sex discrimination, or sexual intimidation should be  
18 directed to the District Title IX Coordinator, to the Assistant Secretary for Civil Rights of the  
19 Department of Education, or both. The Board designates the following individual to serve as the  
20 District’s Title IX Coordinator:

21  
22 Title: John States  
23 Office address: Scobey School, Room 101, 205 2<sup>nd</sup> Ave East, Scobey,  
24 Email: [jstates@scobeyschools.com](mailto:jstates@scobeyschools.com)  
25 Phone number: 406-487-2202

26  
27 Inquiries regarding discrimination on the basis of disability or requests for accommodation  
28 should be directed to the District Section 504 Coordinator. The Board designates the following  
29 individual to serve as the District’s Section 504 Coordinator:

30  
31 Title: Greg Hardy  
32 Office address: Scobey School, Room 103, 205 2<sup>nd</sup> Ave East, Scobey  
33 Email: [ghardy@scobeyschools.com](mailto:ghardy@scobeyschools.com)  
34 Phone number: 406-487-2202

35  
36 Any individual may file a complaint alleging violation of this policy, Policy 3200-Student Rights  
37 and Responsibilities, Policy 3225/3225P-Sexual Harassment, or Policy 3226-  
38 Bullying/Harassment/Intimidation/Hazing by following those policies or Policy 1700-Uniform  
39 Complaint Procedure.

40  
41 The District, in compliance with federal regulations, will notify annually all students, parents,  
42 staff, and community members of this policy and the designated coordinator to receive inquiries.  
43 This annual notification will include the name and location of the coordinator and will be  
44 included in all handbooks.

45  
46  
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Scobey K-12 Schools

Adopted on:  
Reviewed on: 1/23/17  
Revised on:

3221

STUDENTS

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Student Publications

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

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

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



Scobey K-12 Schools

Adopted on:  
Reviewed on:

3222

STUDENTS

Revised on: 1/23/17, 7/22/22

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Distribution and Posting of Student Materials

District policy allows distribution of materials for student curricular clubs and non-curricular groups.

The Superintendent, building principal, or designee must approve all materials before they may be distributed or posted. Materials distributed or posted will include annotation to inform the recipient if the material is from a curricular student club or non-curricular student group.

To facilitate the distribution of materials with information about student activities, each school may maintain a centrally located bulletin board for the posting of materials, and/or maintain a table available to students for placing approved materials. Materials may also be posted on designated walls in the school buildings.

Materials from a curricular student club or non-curricular student group, which provide information valued or needed by the students of the school district may be distributed, except those 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
- G. Promote violence, discriminatory conduct, the use of drugs, alcohol, tobacco, nicotine and any other tobacco innovation, firearms, or certain products that create community concerns.

All non-student community materials must be reviewed and approved by the Superintendent, building principal, or designee in accordance with Policy 4331.

Scobey K-12 Schools

Adopted on:  
Reviewed on:

3224

STUDENTS

Revised on: 06/06/17, 9/12/17

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Student Dress

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

Building administrators shall establish procedures for the monitoring of student dress and grooming in school or while engaging in extracurricular activities. Students attending public events sponsored by the school district are permitted to honor their American Indian heritage through the display of culturally significant tribal regalia at a public event sponsored by the school district. 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 at a public event sponsored by the school district. Specific regulations shall be published annually in student handbooks.

Cross Reference: Policy 2333 Participation in Commencement Exercises

Legal Reference: SB 319-Chapter 229 Tribal regalia and objects of cultural significance allowed at public events

Scobey K-12 Schools

Adopted on:

Reviewed on:

3225 - R

STUDENTS

Revised on: 1/23/17, 08/19/19, 10/12/20

page 1 of 3

Sexual Harassment of Students

The District does not discriminate on the basis of sex in any education program or activity that it operates. The District is required by Title IX of the Education Amendments of 1972 and the regulations promulgated through the U.S. Department of Education not to discriminate in such a manner. Inquiries about the application of Title IX to the District may be referred to the District’s Title IX Coordinator, to the Assistant Secretary for Civil Rights of the Department of Education, or both.

The Board designates the following individual to serve as the District’s Title IX Coordinator:

Title: John States  
Office address: Scobey School, Room 101, 205 2<sup>nd</sup> Ave. East, Scobey,  
Email: jstates@scobeyschools.com  
Phone number: 406-487-2202

Any person may report sex discrimination, including sexual harassment, at any time, including during non-business hours. Such a report may be made in person, by mail, by telephone or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person’s verbal or written report.

For purposes of this policy and the grievance process, “sexual harassment” means conduct on the basis of sex that satisfies one or more of the following:

1. A District employee conditioning the provision of an aid, benefit, or service of the District on an individual’s participation in unwelcome sexual conduct;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive and objectively offensive that it effectively denies a person equal access to the District’s education program or activity or
3. “Sexual assault” as defined in 20 USC 1092(f)(6)(A)(v), “dating violence” as defined in 34 USC 12291(a)(10), “domestic violence” as defined in 34 USC 12291(a)(8) or “stalking” as defined in 34 USC 12291(a)(30).

When the harassment or discrimination on the basis of sex does not meet the definition of sexual harassment, the Title IX Coordinator directs the individual to the applicable sex discrimination process for investigation.

1  
2  
3  
4 An individual is not required to submit a report of sexual harassment involving the Title IX  
5 coordinator. In the event the Title IX Coordinator is responsible for or a witness to the alleged  
6 harassment, the individual may report the allegations to the building principal or superintendent  
7 or other unbiased school official.  
8

#### 9 Retaliation Prohibited

10  
11 The District prohibits intimidation, threats, coercion or discrimination against any individual for  
12 the purpose of interfering with any right or privilege secured by Title IX or this policy, or  
13 because the individual has made a report or complaint, testified, assisted, or participated or  
14 refused to participate in any manner in an investigation proceeding or hearing, if applicable.  
15 Intimidation, threats, coercion, or discrimination, including charges against an individual for  
16 code of conduct violations that do not involve sex discrimination or sexual harassment, but arise  
17 out of the same facts or circumstances as a report or complaint of sex discrimination, or a report  
18 or formal complaint of sexual harassment, for the purpose of interfering with any right or  
19 privilege secured by Title IX or this part, constitutes retaliation.  
20

#### 21 Confidentiality

22  
23 The District must keep confidential the identity of any individual who has made a report or  
24 complaint of sex discrimination, including any individual who has made a report or filed a  
25 formal complaint of sexual harassment, any individual who has been alleged to be the victim or  
26 perpetrator of conduct that could constitute sexual harassment, and any witness, except as may  
27 be permitted by Family Educational Rights and Privacy Act (FERPA) or as required by law, or  
28 to carry out the purposes of the Title IX regulations, including the conduct of any investigation,  
29 hearing or judicial proceeding arising thereunder.  
30

#### 31 Notice Requirements

32  
33 The District provides notice to applicants for admission and employment, students, parents or  
34 legal guardians of elementary and secondary school students, employees and the union(s) with  
35 the name or title, office address, email address and telephone number of the Title IX Coordinator  
36 and notice of the District grievance procedures and process, including how to report or file a  
37 complaint of sex discrimination, how to file a formal complaint of sexual harassment and how  
38 the District will respond. The District also posts the Title IX Coordinator's contact information  
39 and Title IX policies and procedures in a prominent location on the District website and in all  
40 handbooks made available by the District.  
41

#### 42 Training Requirements

43  
44 The District ensures that Title IX Coordinators, investigators, decision-makers, and any person  
45 who facilitates an informal resolution process, receives training on the definition of sexual  
46 harassment, the scope of the District's education program or activity, how to conduct an

1  
2  
3  
4 investigation and grievance process including hearings, appeals and informal resolution  
5 processes, when applicable, and how to serve impartially including by avoiding prejudgment of  
6 the facts at issue, conflicts of interest and bias. The District also ensures that decision-makers  
7 and investigators receive training on issues of relevance of questions and evidence, including  
8 when questions and evidence about the complainant's sexual predisposition or prior sexual  
9 behavior are not relevant as set forth in the formal procedures that follow, and training on any  
10 technology to be used at a live hearing, if applicable. Investigators also receive training on  
11 issues of relevance to create an investigative report that fairly summarizes relevant evidence. All  
12 materials used to train individuals who receive training under this section must not rely on sex  
13 stereotypes and must promote impartial investigations and adjudications of formal complaints of  
14 sexual harassment and are made publicly available on the District's website.

#### 15 16 Conflict of Interest and Bias

17  
18 The District ensures that Title IX Coordinators, investigators, decision-makers, and any person  
19 who facilitates an informal resolution process do not have a conflict of interest or bias for or  
20 against complainants or respondents generally or an individual complainant or respondent.

#### 21 22 Determination of Responsibility

23  
24 The individual who has been reported to be the perpetrator of conduct that could constitute  
25 sexual harassment is presumed not responsible for alleged conduct. A determination regarding  
26 responsibility will be made by the decision-maker at the conclusion of the investigation in  
27 accordance with the process outlined in Policy 3225P. No disciplinary sanctions will be imposed  
28 unless and until a final determination of responsibility is reached.

29  
30 Cross Reference: Policy 3210 - Equal Education, Nondiscrimination and Sex Equity  
31 Policy 3225P – Sexual Harassment Procedures

32  
33  
34 Legal References: Art. X, Sec. 1, Montana Constitution – Educational goals and duties  
35 §§ 49-3-101, et seq., MCA Montana Human Rights Act  
36 Civil Rights Act, Title VI; 42 USC 2000d et seq.  
37 Civil Rights Act, Title VII; 42 USC 2000e et seq.  
38 Education Amendments of 1972, Title IX; 20 USC 1681 et seq.  
39 34 CFR Part 106 Nondiscrimination on the basis of sex in  
40 education programs or activities receiving  
41 Federal financial assistance  
42 10.55.701(1)(f), ARM Board of Trustees  
43 10.55.719, ARM Student Protection Procedures  
44 10.55.801(1)(a), ARM School Climate  
45  
46

2  
3 **Sexual Harassment Reporting/Intake Form for Students**

4 This form is not required. Complaints may be submitted in any manner noted in Policy 3225. The form may be used by the  
5 Title IX Coordinator to document allegations.

6  
7 School \_\_\_\_\_ Date \_\_\_\_\_

8  
9 Student's name \_\_\_\_\_

10  
11 g) Who was responsible for the harassment or incident(s)? \_\_\_\_\_

12  
13  
14 h) Describe the incident(s). \_\_\_\_\_

15  
16  
17  
18 i) Date(s), time(s), and place(s) the incident(s) occurred. \_\_\_\_\_

19  
20  
21  
22 j) Were other individuals involved in the incident(s)?  yes  no  
23 If so, name the individual(s) and explain their roles. \_\_\_\_\_

24  
25  
26  
27  
28 k) Did anyone witness the incident(s)?  yes  no  
29 If so, name the witnesses. \_\_\_\_\_

30  
31  
32  
33  
34 l) Did you take any action in response to the incident?  yes  no  
35 If yes, what action did you take? \_\_\_\_\_

36  
37  
38  
39  
40 m) Were there any prior incidents?  yes  no  
41 If so, describe any prior incidents. \_\_\_\_\_

42  
43  
44  
45 Signature of complainant \_\_\_\_\_

46  
47 Signatures of parents/legal guardians \_\_\_\_\_

48  
49 *Retaliation is prohibited by federal law and district policy. The identity of the individual signing this form will*  
50 *remain confidential in accordance with law and policy.*

Scobey K-12 Schools

Adopted on: 10/12/20

Reviewed on:

Revised on: 8/9/21

3225P

STUDENTS

Sexual Harassment Grievance Procedure - Students

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

Definitions

The following definitions apply for Title IX policies and procedures:

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

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

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

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

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

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

District Requirements

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4 When the District has actual knowledge of sexual harassment in an education program or activity  
5 of the District, the District will respond promptly in a manner that is not deliberately indifferent.  
6 When the harassment or discrimination on the basis of sex does not meet the definition of sexual  
7 harassment, the Title IX Coordinator will direct the individual to the applicable sex  
8 discrimination process for investigation.  
9

10 The District treats individuals who are alleged to be the victim (Complainant) and perpetrator  
11 (Respondent) of conduct that could constitute sexual harassment equitably by offering supportive  
12 measures. Supportive measures are designed to restore or preserve equal access to the District's  
13 education program or activity without unreasonably burdening the other party, including  
14 measures designed to protect the safety of all parties or the District's educational environment, or  
15 deter sexual harassment. Supportive measures may include counseling, extensions of deadlines  
16 or other course-related adjustments, modifications of work or class schedules, mutual restrictions  
17 on contact between the parties, leaves of absence, increased security and monitoring of certain  
18 areas of the District's property, campus escort services, changes in work locations and other  
19 similar measures.  
20

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

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

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43 At the time of filing a formal complaint, a Complainant must be participating in or attempting to  
44 participate in the education program or activity of the District with which the formal complaint is  
45 filed. A formal complaint may be filed with the Title IX Coordinator in person, by mail, by  
46 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,

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

5 Investigation of a Formal Complaint  
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7 When investigating a formal complaint and throughout the grievance process, the District must:  
8

- 9 1. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach  
10 a determination regarding responsibility rests on the District and not the parties’;  
11
- 12 2. Provide an equal opportunity for the parties to present witnesses and evidence;  
13
- 14 3. Not restrict either party’s ability to discuss the allegations under investigation or to  
15 gather and present relevant evidence;  
16
- 17 4. Allow the parties to be accompanied with an advisor of the party’s choice who may be,  
18 but is not required to be, an attorney. The District may establish restrictions regarding  
19 the extent to which the advisor may participate in the proceedings, as long as the  
20 restrictions apply equally to both parties;  
21
- 22 5. Provide written notice of the date, time, location, participants, and purpose of any  
23 interview or meeting at which a party is expected to participate, with sufficient time for  
24 the party to prepare to participate;  
25
- 26 6. Provide the parties equal access to review all the evidence collected which is directly  
27 related to the allegations raised in a formal complaint and comply with the review  
28 periods outlined in this process;  
29
- 30 7. Objectively evaluate all relevant evidence without relying on sex stereotypes;  
31
- 32 8. Ensure that Title IX Coordinators, investigators, decision-makers and individuals who  
33 facilitate an informal resolution process, do not have a conflict of interest or bias for or  
34 against Complainants or Respondents generally or an individual Complainant or  
35 Respondent;  
36
- 37 9. Not make credibility determinations based on the individual’s status as Complainant,  
38 Respondent or witness;  
39
- 40 10. Not use questions or evidence that constitute or seek disclosure of privileged  
41 information unless waived.  
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43 Dismissal of Formal Complaints  
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45 If the conduct alleged in the formal complaint would not constitute sexual harassment even if  
46 proved, did not occur in the District’s education program or activity, or did not occur against a

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

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

- 8  
9 1. a Complainant provides written notification to the Title IX Coordinator that the  
10 Complainant would like to withdraw the formal complaint or any allegations therein;  
11  
12 2. the Respondent is no longer enrolled or employed by the District or;  
13  
14 3. specific circumstances prevent the District from gathering evidence sufficient to reach a  
15 determination as to the formal complaint or allegations therein.  
16

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

21  
22 Evidence Review

23  
24 The District provides both parties an equal opportunity to inspect and review any evidence  
25 obtained as part of the investigation so that each party can meaningfully respond to the evidence  
26 prior to the conclusion of the investigation. The evidence provided by the District must include  
27 evidence that is directly related to the allegations in the formal complaint, evidence upon which  
28 the District does not intend to rely in reaching a determination regarding responsibility, and any  
29 inculpatory or exculpatory evidence whether obtained from a party or other source. Prior to  
30 completion of the investigative report, the Title IX Coordinator must send to each party and the  
31 party's advisor, if any, the evidence subject to inspection and review in an electronic format or a  
32 hard copy. The parties have 10 calendar days to submit a written response to the Title IX  
33 Coordinator, which the investigator will consider prior to completion of the investigative report.  
34

35 Investigative Report

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

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

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

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

19  
20 The decision-maker must issue a written determination regarding responsibility based on a  
21 preponderance of the evidence standard. The decision-maker's written determination must:

- 22  
23 1. Identify the allegations potentially constituting sexual harassment;
- 24  
25 2. Describe the procedural steps taken, including any notifications to the parties,  
26 interviews with parties and witnesses, site visits, methods used to gather evidence, and  
27 hearings held;
- 28  
29 3. Include the findings of fact supporting the determination;
- 30  
31 4. Draw conclusions regarding the application of any District policies and/or code of  
32 conduct rules to the facts;
- 33  
34 5. Address each allegation and a resolution of the complaint including a determination  
35 regarding responsibility, the rationale therefor, any recommended disciplinary  
36 sanction(s) imposed on the Respondent, and whether remedies designed to restore or  
37 preserve access to the educational program or activity will be provided by the District  
38 to the Complainant and
- 39  
40 6. The procedures and permissible bases for the Complainant and/or Respondent to appeal  
41 the determination.

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43 A copy of the written determination must be provided to both parties simultaneously, and  
44 generally will be provided within 60 calendar days from the District's receipt of a formal  
45 complaint.  
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5 The determination regarding responsibility becomes final either on the date that the District  
6 provides the parties with the written determination of the result of the appeal, if an appeal is  
7 filed, or if an appeal is not filed, the date on which an appeal would no longer be considered  
8 timely.  
9

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

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23 Either the Complainant or Respondent may appeal the decision-maker's determination regarding  
24 responsibility or a dismissal of a formal complaint, on the following bases:  
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- 26 1. Procedural irregularity that affected the outcome of the matter;
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28 2. New evidence that was not reasonably available at the time that could affect the  
29 outcome and
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31 3. The Title IX Coordinator, investigator, or decision-maker had a conflict of interest or  
32 bias for or against Complainants or Respondents generally or an individual  
33 Complainant or Respondent that affected the outcome.  
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35 The request to appeal must be made in writing to the Title IX Coordinator within seven calendar  
36 days after the date of the written determination. The appeal decision-maker must not have a  
37 conflict of interest or bias for or against Complainants or Respondents generally or an individual  
38 Complainant or Respondent and cannot be the Title IX Coordinator, the investigator, or the  
39 decision-maker from the original determination.  
40

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

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

- 11
- 12 1. Provides to the parties a written notice disclosing:
    - 13 A. The allegations;
    - 14 B. The requirements of the informal resolution process including the circumstances  
15 under which it precludes the parties from resuming a formal complaint arising  
16 from the same allegations, provided, however, that at any time prior to agreeing to  
17 a resolution, any party has the right to withdraw from the informal resolution  
18 process and resume the Title IX formal complaint process with respect to the  
19 formal complaint; and
    - 20 C. Any consequences resulting from participating in the informal resolution process,  
21 including the records that will be maintained or could be shared.
  - 22 2. Obtains the parties' voluntary, written consent to the informal resolution process.  
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28 The informal resolution process generally will be completed within 30 calendar days, unless the  
29 parties and the Title IX Coordinator mutually agree to temporarily delay or extend the process.  
30 The formal grievance process timelines are stayed during the parties' participation in the  
31 informal resolution process. If the parties do not reach resolution through the informal resolution  
32 process, the parties will resume the formal complaint grievance process, including timelines for  
33 resolution, at the point they left off.

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

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- 39 1. Each sexual harassment investigation, including any determination regarding  
40 responsibility, any disciplinary sanctions imposed on the Respondent, and any remedies  
41 provided to the Complainant designed to restore or preserve equal access to the  
42 District's education program or activity;
  - 43 2. Any appeal and the result therefrom;
  - 44 3. Any informal resolution and the result therefrom; and  
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4 4. All materials used to train Title IX Coordinators, investigators, decision-makers, and  
5 any person who facilitates an informal resolution process. The District must make  
6 these training materials publicly available on its website.  
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8 The District must create, and maintain for a period of seven years, records of any actions,  
9 including any supportive measures, taken in response to a report or formal complaint of sexual  
10 harassment. In each instance, the District must document the basis for its conclusion that its  
11 response was not deliberately indifferent, and document that it has taken measures designed to  
12 restore or preserve equal access to the District's education program or activity.  
13

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

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

# Scobey K-12 Schools

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Reviewed on:

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## Bullying/Harassment/Intimidation/Hazing

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

### Definitions

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



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3 Reporting

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

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

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16 Exhaustion of administrative remedies

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

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22 Responsibilities

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

26  
27 When an employee has actual knowledge that behavior in violation of this policy is sexual harassment,  
28 the employee must contact the Title IX Coordinator. The Title IX sexual harassment grievance process  
29 will be followed, if applicable, prior to imposing any discipline that cannot be imposed without resolution  
30 of the Title IX process.

31  
32 Consequences

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

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39 Retaliation and Reprisal

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

44  
45 Cross Reference:       3225   Sexual Harassment  
46                            3225   Sexual Harassment Grievance Procedure  
47                            3225F  Harassment Reporting/Intake Form for Students

48  
49 Legal Reference:       § 20-5-207, MCA       “Bully-Free Montana Act”  
50                            § 20-5-208, MCA       Definition  
51                            § 20-50-209, MCA     Bullying of student prohibited

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§ 20-5-210, MCA      Enforcement – exhaustion of administrative remedies  
10.55.701(2)(f), ARM      Board of Trustees  
10.55.719, ARM      Student Protection Procedures  
10.55.801(1)(d), ARM      School Climate

# Scobey K-12 Schools

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## Searches and Seizure

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

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

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

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

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

## School Property and Equipment and Personal Effects of Students

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

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

## Students

School officials may search any individual student, his/her property, or District property under his/her control, when there is a reasonable suspicion that the search will uncover evidence that he/she is violating the law, Board policy, administrative regulation, or other rules of the District or the school. Reasonable suspicion shall be based on specific and objective facts that the search will produce evidence related to the alleged violation. The types of student property that may be

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4 searched by school officials include but are not limited to lockers, desks, purses, backpacks,  
5 student vehicles parked on District property, cellular phones, or other electronic communication  
6 devices.

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

14  
15 Also, by parking in the school parking lots, the student consents to having his/her vehicle  
16 searched if the school authorities have any other reasonable suspicion to believe that a violation  
17 of school rules or policy has occurred.

#### 18 19 Seizure of Property

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

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28 Legal Reference:     *Safford Unified School Dist. No. 1 v. Redding*, 557 U.S. 364, 129 S.Ct.  
29                             2633 (2009)  
30                             *Terry v. Ohio*, 392 U.S. 1, 20 (1968)  
31                             *B.C. v. Plumas*, (9th Cir. 1999) 192 F.3d 1260  
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# Scobey K-12 Schools

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## Searches and Seizure

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

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

# Scobey K-12 Schools

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## Student Use of Buildings: Equal Access

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

The following guidelines must be met:

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

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

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

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

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

# Scobey K-12 Schools

Adopted on: 1/23/17

Reviewed on:

Revised on:

3235

STUDENTS

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## Video Surveillance

The Board authorizes the use of video cameras on District property to ensure the health, welfare, and safety of all staff, students, and visitors to District property and to safeguard District buildings, grounds, and equipment. The Superintendent will approve appropriate locations for video cameras.

The Superintendent will notify staff and students, through staff and student handbooks or by other means that video surveillance may occur on District property. A notice will also be posted at the main entrance of all District buildings, and on all buses, indicating the use of video surveillance.

The District may choose to make video recordings a part of a student's educational record or of a staff member's personnel record. The District will comply with all applicable state and federal laws related to record maintenance and retention.

It is the decision of the District that video recordings may include audio. The Superintendent will notify staff and students through staff and student handbooks or by other means that video surveillance, with audio, may occur on District property. A notice will also be posted at the main entrance of all District buildings, and on all buses, in which video/audio surveillance may occur.

Cross Reference: 3600 Student Records

# Scobey K-12 Schools

Adopted on: 02/19/90

Reviewed on:

Revised on: 1/23/17

3300 - R

STUDENTS

Page 1 of 3

## Suspension and Expulsion - Corrective Actions and Punishment

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

### Suspension

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

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

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

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

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

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

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

Students who are suspended from any class or from school entirely have the right to make up any work missed according to the student handbook.

### 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.



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

6  
7 The Board will provide written notice to a student and parent or legal guardian of a hearing to consider a  
8 recommendation for expulsion, which will be sent by registered or certified mail at least five (5) school  
9 days before the date of the scheduled hearing. The notice will include time and place of hearing,  
10 information describing the process to be used to conduct the hearing, and notice that the Board intends to  
11 conduct the hearing in closed session unless a parent or legal guardian waives the student's right to  
12 privacy.

13  
14 Within the limitation that a hearing must be conducted during a period of student suspension, a hearing to  
15 consider expulsion may be rescheduled when a parent or legal guardian submits a request showing good  
16 cause to the Superintendent at least two (2) school days before a hearing date as originally scheduled.  
17 The Superintendent will determine if a request shows good cause to reschedule a hearing.

18  
19 The student has the right to be present for the duration of the hearing. At hearing the student may be  
20 represented by counsel and ask questions, present perspectives, and provide witnesses or documentation.  
21 The Board is not bound by formal rules of evidence in conducting the hearing.

22  
23 Each school shall maintain a record of any disciplinary action that is educationally related, with  
24 explanation, taken against the student. When the Board of Trustees takes disciplinary action against a  
25 student, the Board must keep a written record of the action taken, with detailed explanation, even if the  
26 disciplinary action is decided during a closed session. A disciplinary action that is educationally related is  
27 an action that results in the expulsion or out-of-school suspension of the student. This record must be  
28 maintained/destroyed consistent with Montana Local Government Records Schedule 7, and is subject to  
29 transfer to a local educational agency, accredited school, or nonpublic school pursuant to 20-1-213, MCA.

30  
31 Procedures for Suspension and Expulsion of Students With Disabilities

32  
33 The District will comply with provisions of the Individuals with Disabilities Education Act (IDEA) and  
34 Rehabilitation Act when disciplining students. The Board will not expel any special education student  
35 when the student's particular act of gross disobedience or misconduct is a manifestation of the student's  
36 disability. The Board may expel pursuant to its expulsion procedures any special education student  
37 whose gross disobedience or misconduct is not a manifestation of the student's disability. A disabled  
38 student will continue to receive education services as provided in the IDEA or Rehabilitation Act during a  
39 period of expulsion.

40  
41 A building administrator may suspend a child with a disability from the child's current placement for not  
42 more than ten (10) consecutive school days for any violation of school rules, and additional removals of  
43 not more than ten (10) consecutive school days in that same school year for separate incidents of  
44 misconduct, as long as those removals do not constitute a change of placement under 34 CFR 300.519(b),  
45 whether or not a student's gross disobedience or misconduct is a manifestation of a student's disabling  
46 condition. Any special education student who has exceeded or who will exceed ten (10) days of  
47 suspension may temporarily be excluded from school by court order or by order of a hearing officer, if the  
48 District demonstrates that maintaining the student in the student's current placement is substantially likely  
49 to result in injury to the student or to others. After a child with a disability has been removed from his or  
50 her placement for more than ten (10) school days in the same school year, during any subsequent days of  
51 removal the public agency must provide services to the extent required under 34 CFR 300.121(d).

52  
53 An administrator may remove from current placement any special education student who has carried a  
54 weapon to school or to a school function or who knowingly possesses or uses illegal drugs or sells or

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4 solicits the sale of a controlled substance while at school or a school function or inflicts serious bodily  
5 injury on another person while at school on school premises, or at a school function under the  
6 jurisdiction. A serious bodily injury is one that involves a substantial risk of death; extreme physical  
7 pain; protracted and obvious disfigurement; or protracted loss or impairment of the function of a bodily  
8 member, organ or faculty. The District will place such student in an appropriate interim alternative  
9 educational setting for no more than forty-five (45) school days in accordance with the IDEA or  
10 Rehabilitation Act.

11  
12

13 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
	§ 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	

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27  
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31

# Scobey K-12 Schools

Adopted on:  
Reviewed on:

3310 - R

STUDENTS

Revised on: 1/23/17, 8/9/21, 7/22/22

Page 1 of 3

## Student Discipline

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

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

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

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- 4 n) Forging any signature or making any false entry or attempting to authorize any document
    - 5 a. used or intended to be used in connection with the operation of a school.
    - 6 b. Records or causes to be recorded a conversation by use of a hidden electronic or
    - 7 mechanical device which may include any combination of audio or video that
    - 8 reproduces a human conversation without the knowledge of all parties to the
    - 9 conversation.
  - 10 o) Engaging in academic misconduct which may include but is not limited to: cheating,
  - 11 unauthorized sharing of exam responses or graded assignment work; plagiarism,
  - 12 accessing websites or electronic resources without authorization to complete assigned
  - 13 coursework, and any other act designed to give unfair academic advantage to the student.

14  
15 These grounds stated above for disciplinary action apply whenever a student's conduct is  
16 reasonably related to school or school activities, including but not limited to the circumstances  
17 set forth below:

- 18
- 19 a) On school grounds before, during, or after school hours or at any other time when school
  - 20 is being used by a school group.
  - 21 b) Off school grounds at a school-sponsored activity or event or any activity or event that
  - 22 bears a reasonable relationship to school.
  - 23 c) Travel to and from school or a school activity, function, or event.
  - 24 d) Anywhere conduct may reasonably be considered to be a threat or an attempted
  - 25 intimidation of bullying of a staff member or student, or an interference with school
  - 26 purposes or an educational function.

27  
28 Disciplinary Measures

29  
30 Disciplinary measures include but are not limited to:

- 31 a) Expulsion
- 32 b) Suspension
- 33 c) Detention, including Saturday school
- 34 d) Clean-up duty
- 35 e) Loss of student privileges
- 36 f) Loss of bus privileges
- 37 g) Notification to juvenile authorities and/or police
- 38 h) Restitution for damages to school property

39  
40 No District employee or person engaged by the District may inflict or cause to be inflicted  
41 corporal punishment on a student. Corporal punishment does not include reasonable force  
42 District personnel are permitted to use as needed to maintain safety for other students, school  
43 personnel, or other persons or for the purpose of self-defense.

44  
45 Non-Disciplinary Measures

46  
47 The Superintendent or designee is authorized to assign a student to non-disciplinary offsite  
48 instruction pending the results of an investigation or for reasons related to the safety or well-  
49 being of students and staff. During the period of non-disciplinary offsite instruction, the student



# Scobey K-12 Schools

Adopted on: 7/22/22

Reviewed on:

Revised on:

3310P1

STUDENTS

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## Student Risk Assessments

The District may establish a risk assessment team for students whose behavior may pose a risk to the safety of school staff or students.

Each team shall:

1. Provide guidance to students, faculty, and staff regarding recognition of threatening or aberrant behavior that may represent a risk to the community, school, or self;
2. Include persons with expertise in counseling, instruction, school administration, and law enforcement.
3. Identify members of the school community who should be informed of behavior;
4. Implement school board policies for the assessment of and intervention with students whose behavior poses a risk to the safety of school staff or students including response plans; and
5. Utilize available forms and procedures.

All District employees, volunteers, and contractors are required to report any expressed risks or behavior that may represent a risk to the community, school, or self. In cases determined to be appropriate, teams shall follow established procedures for referrals to community services, boards, or health care providers for evaluation or treatment when appropriate.

Upon a preliminary determination that a student poses a risk of violence or physical harm to self or others, a risk assessment team shall immediately report its determination to the superintendent or designee. The superintendent or designee shall immediately attempt to notify the student's parent or legal guardian. Nothing in this policy shall prevent a District employee from acting immediately to address an imminent risk.

The superintendent may establish a committee charged with oversight of the risk assessment teams. An existing committee may be designated to assume the oversight responsibility; however, any such team shall include individuals with expertise in human resources, education, school administration, mental health, and law enforcement.

Regardless of risk assessment activities, disciplinary action and referral to law enforcement are to occur as required by school board policy and Montana law. The District may, in accordance with the provisions in Policy 3600P, 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.

# Scobey K-12 Schools

Adopted on:  
Reviewed on:

3311 - R

STUDENTS

Revised on: 1/23/17, 8/9/21

Page 1 of 3

## Firearms and Other Weapons

### Firearms

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

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

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

However, the Board of Trustees through this policy authorizes the Superintendent, or principal of a school without a Superintendent, to use his/her discretion on a case-by-case basis and modify the requirement of expulsion of a student if he/she deems such modification to be warranted under the circumstances.

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

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

Before expelling a student under this Policy, the Board shall hold a due process hearing that includes presentation of a summary of the information leading to the allegations and an opportunity for the student to respond to the allegations. The student may not be expelled unless

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.

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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 student 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.

46  
47 The Board of Trustees may grant persons and entities advance permission to possess, carry, or  
48 store a weapon in a school building. All persons who wish to possess, carry, or store a weapon  
49 in a school building must request permission of the Board at a regular meeting. The Board has





Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

Revised on:

3340

STUDENTS

Extra- and Co-Curricular Alcohol, Drug, and Tobacco Use

The District views participation in extracurricular activities as an opportunity extended to students willing to make a commitment to adhere to the rules which govern them. The District believes that participation in organized activities can contribute to all-around development of young men and women and that implementation of these rules will serve these purposes:

Emphasize concern for the health and well-being of students while participating in activities;

Provide a chemical-free environment which will encourage healthy development;

Diminish chemical use by providing an education assistance program;

Promote a sense of self-discipline among students;

Confirm and support existing state laws which prohibit use of mood-altering chemicals;

Emphasize standards of conduct for those students who, through their participation, are leaders and role models for their peers and younger students; and

Assist students who desire to resist peer pressure that often directs them toward the use of chemicals.

Violations of established rules and regulations governing chemical use by participants in extra- and co-curricular activities will result in discipline as stated in student and athletic handbooks.

Legal Reference: § 20-5-201, MCA Duties and sanctions

# Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

Revised on:

3410

STUDENTS

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## Student Health/Physical Screenings/Examinations

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

1. Development of procedures at each building for isolation and temporary care of students who become ill during the school day;
2. Consulting services of a qualified specialist for staff, students, and parents;
3. Vision and hearing screening;
4. Scoliosis screening;
5. Immunization as provided by the Department of Public Health and Human Services.

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

In general the District will not conduct physical examinations of a student without parental consent to do so or by court order, unless the health or safety of the student or others is in question. Further, parents will be notified of the specific or approximate dates during the school year when screening administered by the District is conducted as well as notification of requirements of the District's policy on physical examinations and screening of students, at least annually at the beginning of the school year and within a reasonable period of time after any substantive change in the policy, which is:

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

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

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

Legal Reference:	§ 20-3-324(20), MCA	Powers and duties
	20 U.S.C. 1232h(b)	General Provisions Concerning Education

# Scobey K-12 Schools

Adopted on: 02/19/90

Reviewed on:

3413

STUDENTS

Revised on: 06/06/17, 8/9/21

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## Student Immunization

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

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

Exemptions from one or more vaccines shall be granted for medical reasons upon certification by a licensed or certified health care provider in a manner provided by Section 20-5-405, MCA. Exemptions for religious reasons must be filed in a manner provided by Section 20-5-405, MCA. The statement for an exemption shall be maintained as part of the student’s immunization record in accordance with FERPA as specified in Policy 3600P.

All students who are enrolled under an exemption and have a disease listed in this Policy, have been exposed to a disease listed in this Policy, or may be exposed to a disease listed in this Policy while attending school may be excluded from the school by the local health officer or the DPHHS until the excluding authority is satisfied that the student no longer risks contracting or transmitting that disease.

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

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

This policy does not apply to or govern vaccinations against COVID-19. The Board does not require immunization against COVID-19 in order to enroll in the District in accordance with Montana law. District officials shall not inquire about the COVID-19 vaccination status of students, employees, or visitors. District officials shall not make decisions regarding access to

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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

# Medical Exemption Statement

Form HES 101A  
Montana Schools



For questions, contact the Montana Department of Immunizations at (406) 444-5580

A prospective student seeking to enroll in a Montana school is not required to receive any immunizations for which they are medically contraindicated. The Medical Exemption Statement, may be completed by a qualifying healthcare provider and utilized as an exemption. In lieu of this form, a written and signed statement from a qualifying healthcare provider will also be accepted under the conditions outlined in ARM 37.114.715.

Pursuant to HB 334 (Ch. 294, L. 2021), a qualifying healthcare provider means a person who: (1) is licensed, certified, or authorized in any U.S. State or Canada to provide health care; (2) is authorized within the person's scope of practice to administer the immunization(s) to which the exemption applies; and (3) has previously provided health care to the student or has administered a vaccine to which the student has had an adverse reaction. Once completed, this form should be filed at the student's school along with their most current immunization record.

**Student Name:** \_\_\_\_\_ **Parent/Guardian Name:** \_\_\_\_\_

**Student Address:** \_\_\_\_\_ **Student Date of Birth:** \_\_\_\_\_

Select the vaccine(s) needing medical exemption, then provide a brief description of the contraindication or precaution for each vaccine:

- DTaP (Diphtheria, Tetanus, and Pertussis)
- Tdap (Diphtheria, Tetanus, and Pertussis)
- Varicella (Chickenpox)
- Hib (*Haemophilus influenzae* type b)
- MMR (Measles, Mumps, and Rubella)
- IPV (Polio)
- Other: \_\_\_\_\_

**Contraindication/Precaution:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A complete list of medical contraindications and precautions can be found on the Centers for Disease Control and Prevention's website:  
<https://www.cdc.gov/vaccines/hcp/acip-recs/general-recs/contraindications.html>

**Duration of exemption:** \_\_\_\_\_

**Provider's Name (print):** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Provider's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Montana Code Annotated**  
20-5-403: MT School Immunization Requirements, Immunization Records  
20-5-405: MT School Immunization Requirements, Exemptions

**Administrative Rules of Montana**  
37.114.701-721: Immunization of K-12, Preschool, and Post-Secondary Schools

**Affidavit of Exemption on Religious Grounds**  
Form HES 113  
Montana Schools



For questions, contact the Montana Department of Immunizations at (406) 444-5580

**Student's Full Name** \_\_\_\_\_ **Birth Date** \_\_\_\_\_ **Age** \_\_\_\_\_ **Sex** \_\_\_\_\_

School: \_\_\_\_\_

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

\_\_\_\_\_

Street address and city: \_\_\_\_\_

Telephone: \_\_\_\_\_

I, the undersigned, declare under penalty of perjury that immunization against the following is contrary to my religious tenets and practices (check all that apply):

- Diphtheria, Pertussis, Tetanus (DTaP, DT, Tdap)*       *Polio*
- Measles, Mumps and Rubella (MMR)*                       *Varicella (chickenpox)*
- Haemophilus Influenzae type b (Hib)*                       *Other: \_\_\_\_\_*

I also understand that:

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

\_\_\_\_\_  
Signature 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 \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
**Signature:** Notary Public for the State of Montana

Seal

\_\_\_\_\_  
**Print Name:** Notary Public for the State of Montana

Residing in \_\_\_\_\_  
My commission expires \_\_\_\_\_

# Scobey K-12 Schools

Adopted on: 1/23/17

Reviewed on:

Revised on:

3415 - R

STUDENTS

## Management of Sports Related Concussions

The Scobey School District recognizes that concussions and head injuries are commonly reported injuries in children and adolescents who participate in sports and other recreational activities. The Board acknowledges the risk of catastrophic injuries or death is significant when a concussion or head injury is not properly evaluated and managed. Therefore, all K-12 competitive sport athletic activities in the District will be identified by the administration. Consistent with guidelines provided by the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, the National Federation of High School (NFHS) and the Montana High School Association (MHSA), the District will utilize procedures developed by the MHSA and other pertinent information to inform and educate coaches, athletic trainers, officials, youth athletes, and their parents and/or guardians of the nature and risk of concussions or head injuries, including the dangers associated with continuing to play after a concussion or head injury. Resources are available on the Montana High School Association Sports Medicine page at [www.mhsa.org](http://www.mhsa.org); U.S. Department of Health and Human Services page at: [www.hhs.gov](http://www.hhs.gov); and; the Centers for Disease and Prevention page at [www.cdc.gov/concussion/sports.index.html](http://www.cdc.gov/concussion/sports.index.html).

Annually, the district will distribute a head injury and concussion information and sign-off sheet to all parents and guardians of student-athletes in competitive sport activities prior to the student-athlete's initial practice or competition.

All coaches, athletic trainers, officials, including volunteers participating in organized youth athletic activities, shall complete the training program at least once each school year as required in the District procedure. Additionally, all coaches, athletic trainers, officials, including volunteers participating in organized youth athletic activities will comply with all procedures for the management of head injuries and concussions.

Reference: Montana High School Association, Rules and Regulations  
Section 4, Return to Play

Legal Reference: Dylan Steigers Protection of Youth Athletes Act  
20-7-1301, MCA Purpose  
20-7-1302, MCA Definitions  
20-7-1303, MCA Youth athletes – concussion education requirements  
20-7-1304, MCA Youth athletes – removal from participation  
following concussion – medical clearance required  
before return to participation

Cross Reference: 3415F Student-Athlete & Parent/Legal Custodian Concussion Statement



# Scobey K-12 Schools

Adopted on: 1/23/17

Reviewed on:

Revised on:

3415P - R

STUDENTS

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## Management of Sports Related Concussions

### A. Athletic Director or Administrator in Charge of Athletic Duties:

1. *Updating:* Each spring, the athletic director, or the administrator in charge of athletics if there is no athletic director, shall review any changes that have been made in procedures required for concussion and head injury management or other serious injury by consulting with the MHSA or the MHSA Web site, U.S. DPHHS, and CDCP web site. If there are any updated procedures, they will be adopted and used for the upcoming school year.
2. *Identified Sports:* Identified sports include all organized youth athletic activity sponsored by the school or school district.

B. *Training:* All coaches, athletic trainers, and officials, including volunteers shall undergo training in head injury and concussion management at least once each school year by one of the following means: (1) through viewing the MHSA sport-specific rules clinic; (2) through viewing the MHSA concussion clinic found on the MHSA Sports Medicine page at [www.mhsa.org](http://www.mhsa.org); or by the district inviting the participation of appropriate advocacy groups and appropriate sports governing bodies to facilitate the training requirements.

C. *Parent Information Sheet:* On a yearly basis, a concussion and head injury information sheet shall be distributed to the student-athlete and the athlete's parent and/or guardian prior to the student-athlete's initial practice or competition. This information sheet may be incorporated into the parent permission sheet which allows students to participate in extracurricular athletics and should include resources found on the MHSA Sports Medicine page at [www.mhsa.org](http://www.mhsa.org), U.S. DPHHS, and CDCP websites.

D. *Responsibility:* An athletic trainer, coach, or official shall immediately remove from play, practice, tryouts, training exercises, preparation for an athletic game, or sport camp a student-athlete who is suspected of sustaining a concussion or head injury or other serious injury.

E. *Return to Play After Concussion or Head Injury:* In accordance with MHSA Return to Play Rules and Regulations and The Dylan Steigers Protection of Youth Athletes Act a student athlete who has been removed from play, practice, tryouts, training exercises, preparation for an athletic game, or sport camp may not return until the athlete is cleared by a licensed health care professional (registered, licensed, certified, or otherwise statutorily recognized health care professional). The health care provider may be a volunteer.

**Student-Athlete & Parent/Legal Guardian Concussion Statement 3415F**

Because of the passage of the Dylan Steigers’ Protection of Youth Athletes Act, schools are required to distribute information sheets for the purpose of informing and educating student-athletes and their parents of the nature and risk of concussion and head injury to student athletes, including the risks of continuing to play after concussion or head injury. Montana law requires that each year, before beginning practice for an organized activity, a student-athlete and the student-athlete’s parent(s)/legal guardian(s) must be given an information sheet, and both parties must sign and return a form acknowledging receipt of the information to an official designated by the school or school district prior to the student-athletes participation during the designated school year. The law further states that a student-athlete who is suspected of sustaining a concussion or head injury in a practice or game shall be removed from play at the time of injury and may not return to play until the student-athlete has received a written clearance from a licensed health care provider.

Student-Athlete Name: \_\_\_\_\_  
*This form must be completed for each student-athlete, even if there are multiple student-athletes in each household.*

Parent/Legal Guardian Name(s): \_\_\_\_\_  
 We have read the *Student-Athlete & Parent/Legal Guardian Concussion Information Sheet*.  
*If true, please check box*

After reading the information sheet, I am aware of the following information:

Student-Athlete Initials		Parent/Legal Guardian Initials
	A concussion is a brain injury, which should be reported to my parents, my coach(es), or a medical professional if one is available.	
	A concussion can affect the ability to perform everyday activities such as the ability to think, balance, and classroom performance.	
	A concussion cannot be “seen.” Some symptoms might be present right away. Other symptoms can show up hours or days after an injury.	
	I will tell my parents, my coach, and/or a medical professional about my injuries and illnesses.	N/A
	If I think a teammate has a concussion, I should tell my coach(es), parents, or licensed health care professional about the concussion.	N/A
	I will not return to play in a game or practice if a hit to my head or body causes any concussion-related symptoms.	N/A
	I will/my child will need written permission from a licensed health care professional to return to play or practice after a concussion.	
	After a concussion, the brain needs time to heal. I understand that I am/my child is much more likely to have another concussion or more serious brain injury if return to play or practice occurs before concussion symptoms go away.	
	Sometimes, repeat concussions can cause serious and long-lasting problems.	
	I have read the concussion symptoms on the Concussion fact sheet.	

\_\_\_\_\_  
 Signature of Student-Athlete \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature of Parent/Legal Guardian \_\_\_\_\_  
 Date

## A Fact Sheet for ATHLETES

### WHAT IS A CONCUSSION?

A concussion is a brain injury that:

- Is caused by a bump or blow to the head
- Can change the way your brain normally works
- Can occur during practices or games in any sport
- Can happen even if you haven't been knocked out
- Can be serious even if you've just been "dinged"

### WHAT ARE THE SYMPTOMS OF A CONCUSSION?

- Headache or "pressure" in head
- Nausea or vomiting
- Balance problems or dizziness
- Double or blurry vision
- Bothered by light
- Bothered by noise
- Feeling sluggish, hazy, foggy, or groggy
- Difficulty paying attention
- Memory problems
- Confusion
- Does not "feel right"

### WHAT SHOULD I DO IF I THINK I HAVE A CONCUSSION?

- **Tell your coaches and your parents.** Never ignore a bump or blow to the head even if you feel fine. Also, tell your coach if one of your teammates might have a concussion.

- **Get a medical checkup.** A doctor or health care professional can tell you if you have a concussion and when you are OK to return to play.
- **Give yourself time to get better.** If you have had a concussion, your brain needs time to heal. While your brain is still healing, you are much more likely to have a second concussion. Second or later concussions can cause damage to your brain. It is important to rest until you get approval from a doctor or health care professional to return to play.

### HOW CAN I PREVENT A CONCUSSION?

Every sport is different, but there are steps you can take to protect yourself.

- Follow your coach's rules for safety and the rules of the sport.
- Practice good sportsmanship at all times.
- Use the proper sports equipment, including personal protective equipment (such as helmets, padding, shin guards, and eye and mouth guards). In order for equipment to protect you, it must be:
  - > The right equipment for the game, position, or activity
  - > Worn correctly and fit well
  - > Used every time you play

**Remember, when in doubt, sit them out!**

# A Fact Sheet for PARENTS

## WHAT IS A CONCUSSION?

A concussion is a brain injury. Concussions are caused by a bump or blow to the head. Even a “ding,” “getting your bell rung,” or what seems to be a mild bump or blow to the head can be serious.

You can’t see a concussion. Signs and symptoms of concussion can show up right after the injury or may not appear or be noticed until days or weeks after the injury. If your child reports any symptoms of concussion, or if you notice the symptoms yourself, seek medical attention right away.

## WHAT ARE THE SIGNS AND SYMPTOMS OF A CONCUSSION?

### Signs Observed by Parents or Guardians

*If your child has experienced a bump or blow to the head during a game or practice, look for any of the following signs and symptoms of a concussion:*

- Appears dazed or stunned
- Is confused about assignment or position
- Forgets an instruction
- Is unsure of game, score, or opponent
- Moves clumsily • Answers questions slowly
- Loses consciousness (even briefly)
- Shows behavior or personality changes
- Can’t recall events prior to hit or fall
- Can’t recall events after hit or fall

### Symptoms Reported by Athlete

- Headache or “pressure” in head
- Nausea or vomiting
- Balance problems or dizziness
- Double or blurry vision
- Sensitivity to light
- Sensitivity to noise
- Feeling sluggish, hazy, foggy, or groggy
- Concentration or memory problems

- Confusion
- Does not “feel right”

## HOW CAN YOU HELP YOUR CHILD PREVENT A CONCUSSION?

Every sport is different, but there are steps your children can take to protect themselves from concussion.

- Ensure that they follow their coach’s rules for safety and the rules of the sport.
- Encourage them to practice good sportsmanship at all times.
- Make sure they wear the right protective equipment for their activity (such as helmets, padding, shin guards, and eye and mouth guards). Protective equipment should fit properly, be well maintained, and be worn consistently and correctly.
- Learn the signs and symptoms of a concussion.

## WHAT SHOULD YOU DO IF YOU THINK YOUR CHILD HAS A CONCUSSION?

**1. Seek medical attention right away.** A health care professional will be able to decide how serious the concussion is and when it is safe for your child to return to sports.

**2. Keep your child out of play.** Concussions take time to heal. Don’t let your child return to play until a health care professional says it’s OK. Children who return to play too soon—while the brain is still healing—risk a greater chance of having a second concussion. Second or later concussions can be very serious. They can cause permanent brain damage, affecting your child for a lifetime.

**3. Tell your child’s coach about any recent concussion.** Coaches should know if your child had a recent concussion in ANY sport. Your child’s coach may not know about a concussion your child received in another sport or activity unless you tell the coach.

Remember, when in doubt, sit them out!  
It’s better to miss one game than the whole season.

# Be Prepared

A concussion is a type of traumatic brain injury, or TBI, caused by a bump, blow, or jolt to the head that can change the way your brain normally works. Concussions can also occur from a blow to the body that causes the head to move rapidly back and forth. Even a “ding,” “getting your bell rung,” or what seems to be mild bump or blow to the head can be serious. Concussions can occur in any sport or recreation activity. So, all coaches, parents, and athletes need to learn concussion signs and symptoms and what to do if a concussion occurs.

## SIGNS AND SYMPTOMS OF A CONCUSSION

SIGNS OBSERVED BY PARENTS OR GUARDIANS	SYMPTOMS REPORTED BY YOUR CHILD OR TEEN	
<ul style="list-style-type: none"> <li>•Appears dazed or stunned</li> <li>•Is confused about events</li> <li>•Answers questions slowly</li> <li>•Repeats questions</li> <li>•Can’t recall events prior to the hit, bump, or fall</li> <li>•Can’t recall events after the hit, bump, or fall</li> <li>•Loses consciousness (even briefly)</li> <li>•Shows behavior or personality changes</li> <li>•Forgets class schedule or assignments</li> </ul>	<p><b><u>Thinking/Remembering:</u></b></p> <ul style="list-style-type: none"> <li>•Difficulty thinking clearly</li> <li>•Difficulty concentrating or remembering</li> <li>•Feeling more slowed down</li> <li>•Feeling sluggish, hazy, foggy, or groggy</li> </ul> <p><b><u>Physical:</u></b></p> <ul style="list-style-type: none"> <li>•Headache or “pressure” in head</li> <li>•Nausea or vomiting</li> <li>•Balance problems or dizziness</li> <li>•Fatigue or feeling tired</li> <li>•Blurry or double vision</li> <li>•Sensitivity to light or noise</li> <li>•Numbness or tingling</li> <li>•Does not “feel right”</li> </ul>	<p><b><u>Emotional:</u></b></p> <ul style="list-style-type: none"> <li>•Irritable</li> <li>•Sad</li> <li>•More emotional than usual</li> <li>•Nervous</li> </ul> <p><b><u>Sleep*:</u></b></p> <ul style="list-style-type: none"> <li>•Drowsy</li> <li>•Sleeps less than usual</li> <li>•Sleeps more than usual</li> <li>•Has trouble falling asleep</li> </ul> <p><i>*Only ask about sleep symptoms if the injury occurred on a prior day.</i></p>

## LINKS TO OTHER RESOURCES

- CDC –Concussion in Sports
  - <http://www.cdc.gov/concussion/sports/index.html>
- National Federation of State High School Association/ Concussion in Sports - What You Need To Know
  - [www.nfhslearn.com](http://www.nfhslearn.com)
- Montana High School Association – Sports Medicine Page
  - <http://www.mhsa.org/SportsMedicine/SportsMed.htm>

1 Scobey K-12 Schools

2 Adopted on:

3 Reviewed on:

4 3416

5 STUDENTS

6 Revised on: 1/23/17, 9/12/17, 7/22/22

8 Administering Medication to Students

9 "Medication" means prescribed drugs and medical devices that are controlled by the U.S. Food and Drug  
10 Administration and are ordered by a healthcare provider. It includes over-the-counter medications  
11 prescribed through a standing order by an authorized physician or prescribed by the student's healthcare  
12 provider.

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

17 Administering Medication

18 The Board shall permit administration of medication to students in schools in its jurisdiction. A school  
19 nurse or other employee who has successfully completed specific training in administration of  
20 medication, pursuant to written authorization of a physician or dentist and that of a parent, an individual  
21 who has executed a caretaker relative educational authorization affidavit, or guardian, may administer  
22 medication to any student in the school or may delegate this task pursuant to Montana law.  
23  
24  
25

26 Emergency Administration of Medication

27  
28 In the event of an emergency, a school nurse or trained staff member, exempt from the nursing license  
29 requirement under § 37-8-103(1)(c), MCA, may administer emergency medication to any student in need  
30 thereof on school grounds, in a school building, at a school function, or on a school bus according to a  
31 standing order of an authorized physician or a student's private physician. In the event that emergency  
32 medication is administered to a student, the school nurse or staff member shall call emergency responders  
33 and notify the student's parents/guardians. A building administrator or school nurse shall enter any  
34 medication to be administered in an emergency on an individual student medication record and retain the  
35 documentation.  
36

37 Assisting Students with Self-Administration of Medication

38 A building principal or other school administrator may authorize, in writing, any school employee:

39  
40 To assist in self-administration of any drug that may lawfully be sold over the counter without a  
41 prescription to a student in compliance with the written instructions and with the written consent  
42 of a student's parent or guardian; and  
43  
44

45 To assist in self-administration of a prescription drug to a student in compliance with  
46  
47  
48  
49  
50

written instructions or standing order of an authorized physician or a student's private physician and with the written consent of a student's parent or guardian.

A school employee authorized, in writing, to assist students with self-administration of medications, may only rely on the following techniques:

- 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.
- Other guidance or restrictions previously provided in writing to the school by a student's parent, an individual who has executed a caretaker relative educational authorization affidavit, or guardian is on file.

#### 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 shall have the prior written approval of his/her primary healthcare provider. The written notice from the student's primary care provider shall 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

1  
2  
3  
4 the current school year only and shall be renewed annually. A student's authorization to possess  
5 and self-administer medication may be limited or revoked by the building principal or other  
6 administrative personnel.

7  
8 If provided by the parent, an individual who has executed a caretaker relative educational  
9 authorization affidavit, or guardian, and in accordance with documentation provided by the  
10 student's doctor, backup medication shall be kept at a student's school in a predetermined  
11 location or locations to which the student has access in the event of an asthma, severe allergy, or  
12 anaphylaxis emergency.

13  
14 Immediately after using epinephrine during school hours, a student shall report to the school  
15 nurse or other adult at the school who shall provide follow up care, including making a call to  
16 emergency responders.

#### 17 18 Self-Administration of Other Medication

19  
20 The District shall permit students who are able to self-administer specific medication to do so  
21 provided that all of the following have occurred:

- 22
- 23 • A physician, dentist, or other licensed health care provider provides a written order for  
24 self-administration of said medication;
  - 25 • Written authorization for self-administration of medication from a student's parent, an  
26 individual who has executed a caretaker relative educational authorization affidavit, or  
27 guardian is on file; and
  - 28 • A principal and appropriate teachers are informed that a student is self-administering  
29 prescribed medication.

#### 30 31 Administration of Glucagons

32  
33 School employees may voluntarily agree to administer glucagons to a student pursuant to § 20-5-  
34 412, MCA, only under the following conditions: (1) the employee may administer glucagon to a  
35 diabetic student only in an emergency situation; (2) the employee has filed the necessary  
36 designation and acceptance documentation with the District, as required by § 20-5-412(2), MCA,  
37 and (3) the employee has filed the necessary written documentation of training with the District,  
38 as required by § 20-5-412(4), MCA. Designation of staff is to be made by a parent, and  
39 individual who has executed a caretaker relative authorization affidavit, or guardian of a diabetic  
40 student, and school employees are under no obligation to agree to designation. Glucagon is to be  
41 provided by the parent or guardian. All documentation shall be kept on file.

#### 42 43 Handling and Storage of Medications

44  
45 The Board requires that all medications, including those approved for keeping by students for  
46 self-medication, be first delivered by a parent, an individual who has executed a caretaker



1  
2  
3  
4 relative educational authorization affidavit, or other responsible adult to a nurse or employee  
5 assisting with self-administration of medication. A nurse or assistant:  
6

- 7 • Shall examine any new medication to ensure it is properly labeled with dates, name of  
8 student, medication name, dosage, and physician's name;
- 9 • Shall develop a medication administration plan, if administration is necessary for a  
10 student, before any medication is given by school personnel;
- 11 • Shall record on the student's individual medication record the date a medication is  
12 delivered and the amount of medication received;
- 13 • Shall store medication requiring refrigeration at 36° to 46° F;
- 14 • Shall store prescribed medicinal preparations in a securely locked storage compartment;  
15 and
- 16 • Shall store controlled substances in a separate compartment, secured and locked at all  
17 times.
- 18 • All non-emergency medication shall be kept in a locked, nonportable container, stored in  
19 its original container with the original prescription label. Epinephrine, naloxone, and  
20 student emergency medication may be kept in portable containers and transported by the  
21 school nurse or other authorized school personnel.
- 22 • Food is not allowed to be stored in refrigeration unit with medications.
- 23 • Shall notify the building administrator, school district nurse, and parent or guardian of  
24 any medication error and document it on the medication administration record.  
25

26 The District shall permit only a forty-five-(45)-school-day supply of a medication for a student to  
27 be stored at a school; and all medications, prescription and nonprescription, shall be stored in  
28 their original containers.  
29

30 The District shall limit access to all stored medication to those persons authorized to administer  
31 medications or to assist in the self-administration of medications. The District requires every  
32 school to maintain a current list of those persons authorized by delegation from a licensed nurse  
33 to administer medications.  
34

35 The District may maintain a stock supply of auto-injectable epinephrine to be administered by a  
36 school nurse or other authorized personnel to any student or nonstudent as needed for actual or  
37 perceived anaphylaxis. If the district intends to obtain an order for emergency use of epinephrine  
38 in a school setting or at related activities, the district shall adhere to the requirements stated in  
39 law.  
40

41 The District may maintain a stock supply of an opioid antagonist to be administered by a school  
42 nurse or other authorized personnel to any student or nonstudent as needed for an actual or  
43 perceived opioid overdose. A school that intends to obtain an order for emergency use of an  
44 opioid antagonist in a school setting or at related activities shall adhere to the requirements in  
45 law.  
46

Disposal of Medication, Medical Equipment, Personal Protective Equipment

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

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

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

**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 that 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 that 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.

# Scobey K-12 Schools

Adopted on:  
Reviewed on:

3417

STUDENTS

Revised on: 06/06/17, 8/8/22

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## Communicable Diseases

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

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

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

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

The District will manage common communicable diseases in accordance with Montana Department of Public Health and Human Services guidelines and communicable diseases control rules. The District may temporarily exclude from school attendance a student who exhibits symptoms of a communicable disease that is readily transmitted in a school setting.

Students who complain of illness at school may be referred to a school nurse or other responsible person designated by the Board and may be sent home as soon as a parent or person designated on a student’s emergency medical authorization form has been notified. The District reserves the right to require a statement from a student’s primary care provider authorizing a student’s return to school.

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

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

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

Legal Reference: 37.114.101, et seq., ARM      Communicable Disease Control

Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

Revised on:

3420

STUDENTS

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Head Lice

The Board recognizes its responsibility to all students enrolled in the Scobey Schools to provide a safe and healthy environment in which they may attend school. One inhibitor to a healthy environment is the head louse (Pediculus capitis). Head lice infestations must be addressed in public schools if a healthy environment is to be maintained. Every attempt will be made to educate students and parents on the prevention and eradication of head lice before and after infestation is detected.

The innocent desire of children to be social and the communicable nature of lice requires preventive measures by the school district and the public health agency to contain infestations. The Scobey Schools will work cooperatively with the public health agency to insure that infestations of head lice are contained and eradicated in the school.

In the interest of health and welfare of students enrolled in the Scobey Schools, no student will be permitted to attend classes with the general population if they are infested with head lice.

To avoid embarrassment and to contain the infestation, whole classrooms will be checked for head lice upon the report of possible infestation by a classroom teacher. The administrator, his/her designee, school nurse or another qualified professional will examine the child in question and their classmates. Siblings of students found with lice and their classmates will also be checked if there is suspicion that infestation may exist.

The student found with head lice is to be kept out of school until he/she is treated and hair is free of lice and eggs. Although eggs (nits) cannot spread to other children, they may hatch in 2-3 days and would immediately become communicable. A child may return to school after being successfully treated so that no live lice are present.

Parents or guardians will be informed of lice infestation by a letter that explains the problem, lists the procedures for treatment and requirements for reentering school. Every attempt will be made to contact parents or guardians immediately upon discovery of head lice. Parents will be asked to come to school to pick up the student and begin treatment immediately.

Scobey K-12 Schools

Adopted on:  
Reviewed on:

3431

STUDENTS

Revised on: 06/06/17

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Emergency Treatment

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

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

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

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

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

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

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

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

Legal Reference: ARM 37.111.825 Health Supervision and Maintenance



Scobey K-12 Schools

Adopted on:  
Reviewed on:

3440

STUDENTS

Revised on: 06/06/17

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Removal and Release of Student during the School Day

Removal of Student during School Day

The Board recognizes its responsibility for the proper care of students during a school day. In accordance with District procedures, only a duly authorized person may remove a student from school grounds, any school building, or school function during a school day. A person seeking to remove a student from school must present evidence satisfactory to the administrator of having proper authority to remove the student. A teacher should not excuse a student from class to confer with anyone, unless a request is approved by the administrator. The administrator will establish procedures for removal of a student during a school day.

Release of Student during the School Day

Prior to sending a student to his/her home for illness, discipline or a corrective action, the principal shall attempt to reach the student’s parent to inform him/her of the student’s action and to request that he/she come to the school for the child. If the principal cannot reach the parent, the student shall remain at school until the close of the school day. A student may be released to a law enforcement officer.

Sending students on errands during school hours should be done only on necessary school business and by express permission of the principal.



# Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

Revised on:8/9/21

3510

## STUDENTS

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### School-Sponsored Student Activities

#### 1. Student Organizations:

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

#### 2. Social Events

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

#### 3. Extracurricular Activities

- s) Academic and behavior eligibility rules are established by MHSAA rules and District policy.
- t) Any student convicted of a criminal offense may, at the discretion of school officials, become ineligible for such a period of time as the school officials may decide.
- c. In establishing an interscholastic program, the Board directs the administration to:
  - i. Open all sports to all students enrolled in the District, with an equal opportunity for participation.
  - ii. Open all sports to residents of the school district and who is at least 5 years of age and not more than 19 on or before September 10 of the year in which participation in extracurricular activities is sought by such child in accordance with the provisions of this policy.
  - iii. Recommend sports activities based on interest inventories completed by the students.

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 MHSAs 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

1  
2  
3  
4 and the United States Senate as required by 34 CFR 100.8(c) due to the enforcement of Chapter  
5 405 (2021).

6  
7 Cross Reference: Policy 3150 Part Time Attendance  
8 Policy 3121-3121P Enrollment and Attendance  
9 Policy 3233 Student use of Buildings-Equal Access  
10 Policy 3550 Student Clubs  
11 Policy 2332 Religion and Religious Activities  
12 Policy 3222 Distribution and Posting Materials  
13 Policy 3233- Student Use of Buildings - Equal Access  
14 Policy 4331 Use of School Property for Posting Notices

15  
16 Legal Reference: Chapter 297 2021 General Legislative Session  
17 Chapter 269 2021 General Legislative Session  
18 Chapter 405 2021 General Legislative Session  
19 34 CFR 100.8(c) Procedure for Effecting Compliance  
20 *Bostock v. Clayton County Georgia*, 140 S.Ct. 1731 (2020)  
21  
22

Scobey K-12 Schools

Adopted on: 2/12/2018

Reviewed on:

Revised on:

3510P

STUDENTS

School-Sponsored Student Activities

School-sponsored activities are not to be scheduled on Wednesday nights or Sundays as these times are to be left open to provide a needed break from school activities.

A) High school students in school-sponsored activities are to be released from the activity and out of the building by 6:30PM on Wednesday evenings.

B) Junior high practices will not be scheduled on Wednesday nights after school so as to not interfere with family time or youth groups which meet at that time.

Scobey School District Families and individuals who utilize the building on Sundays or, Wednesdays past 6:30PM, have the same responsibilities and access as any other patron(s) of the district as outlined in the *Annual Facility Use Agreement*. All non-high school students must have direct adult supervision while using the school facilities.

Cross Reference: Policy 3510 School-Sponsored Student Activities  
Policy 3233 Student use of Buildings-Equal Access  
Policy 4330 Community Use of School Facilities, et al  
Annual Facility Use Agreement

# Scobey K-12 Schools

Adopted on: 02/19/90

Reviewed on:

3520 - R

STUDENTS

Revised on: 1/23/17, 01/15/2020

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## Student Fees and Fines

Within the concept of free public education, the District will provide an educational program for students as free of costs as possible.

### Fees

The Board may require fees for actual cost of breakage and for excessive supplies used in commercial, industrial arts, music, domestic science, science, or agriculture courses. The Board may also charge a student a reasonable fee for any course or activity not reasonably related to a recognized academic and educational goal of the District or for any course or activity taking place outside normal school functions. The Board may waive fees in cases of financial hardship.

The Board delegates authority to the Superintendent to establish appropriate fees and procedures governing collection of fees and asks the Superintendent to make annual reports to the Board regarding fee schedules. The Board also may require fees for actual cost of breakage and for excessive supplies used in commercial, industrial arts, music, domestic science, science, or agriculture courses.

### Fines

The District holds a student responsible for the cost of replacing materials or property that are lost or damaged because of negligence. A building administrator will notify a student and parent regarding the nature of violation or damage, how restitution may be made, and how an appeal may be instituted.

### Withholding and Transferring Records for Unpaid Fines or Fees

The District may not refuse to transfer files to another district because a student owes fines or fees. The District may not withhold the school schedule of a student because the student owes fines or fees. The district may withhold the grades, diploma, or transcripts of a current or former student who is responsible for the cost of school materials or the loss or damage of school property until the student or the student's parent or guardian pays the owed fines or fees.

In the event a student who owes fines or fees transfers to another school district in the state and the District has decided to withhold the student's grades, diploma, or transcripts from the student and the student's parent or guardian, the District shall:

1. upon receiving notice that the student has transferred to another school district in the state, notify the 's student's parent or guardian in writing that the school district to which the has transferred will be requested to withhold the student's grades, diploma, or transcripts until any obligation has been satisfied;
2. forward appropriate grades or transcripts to the school district to which the student has transferred;
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.

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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

Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

Revised on:

3530

STUDENTS

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Student Fund-Raising Activities

The Board acknowledges that the solicitations of funds from students, staff, and citizens must be limited since students are a captive audience and since solicitation can disrupt the program of the schools. Solicitation and collection of money by students for any purpose, including the collection of money by students in exchange for tickets, papers, magazine subscriptions, or for any other goods or services for the benefit of an approved school organization, may be permitted by the Superintendent, providing that the instructional program is not adversely affected.

Scobey K-12 Schools

Adopted on: 01/15/2020

Reviewed on:

Revised on:8/9/21

3550

STUDENTS

Student Clubs

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

Curricular Student Clubs

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

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

1. The organization’s name and purpose.
2. The portion of the curriculum that forms the basis of the club. The portion of the curriculum that forms the basis of the club or the course offered at the school enhanced by the club’s functions. This step is required for consideration as a curricular club. Applications that do not satisfy this step may be permitted to meet at the school as a non-curricular student group.
3. The staff employee designated to serve as the group’s advisor.
4. The rules and procedures under which it operates.
5. A statement that the membership will adhere to applicable Board policies and administrative procedures.

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

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



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

1 **SCOBEY SCHOOL DISTRICT STUDENT CLUB APPLICATION – POLICY 3550F**

2  
3 \_\_\_\_ This application is for a new club \_\_\_\_ This application is to renew an existing club

4  
5 This application is to request approval of a student club at Scobey Public Schools. The application must be fully  
6 completed for the application to be considered. Incomplete or incorrectly prepared applications will not be  
7 considered. All applications will be considered in accordance with District Policy 3550 and District guidelines.  
8 Copies of the policy and guidelines can be obtained at: \_\_\_\_\_. Approved clubs that violate District Policy,  
9 Montana law or federal law are subject to suspension or termination.

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

11  
12  
13 Proposed Club Name: \_\_\_\_\_

14  
15 Proposed Club Supervisor Name: \_\_\_\_\_

16  
17 Faculty supervisors do not sponsor or participate in non-curricular clubs; however, an adult supervisor must be  
18 present.

19  
20 Step 2. Club’s bylaws, charter, or statement of purpose.

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

25  
26 Step 3. Basis for Curriculum Related Status (For consideration as a curricular club. Groups that do not satisfy this  
27 step may be permitted to operate as a non-curricular student group.)

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

31  
32 Step 4. Time, frequency, location, and notice of anticipated club meetings and functions

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

37  
38 Step 5. Submission and Acknowledgement

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

41  
42  
43 \_\_\_\_\_  
44 Requesting Student Date Proposed Supervisor Date

45 **FOR SCHOOL DISTRICT USE ONLY**

46  
47 Application Received By: \_\_\_\_\_ Date: \_\_\_\_\_

48  
49 Approved as Curricular Club By: \_\_\_\_\_ Date: \_\_\_\_\_

50  
51 Operating as Non-Curricular Student Group By: \_\_\_\_\_ Date: \_\_\_\_\_

52  
53 **NOTES:**

54  
55 \_\_\_\_\_  
56 *The administration will retain all records related to this application. The administration will report to the*  
57 *requesting students, advisor, and Board of Trustees when new curricular student clubs have been approved.*

1 Scobey K-12 Schools

2  
3 Adopted on: 09/22/97

4 Reviewed on:

5 3600

6 STUDENTS

7 Revised on:

8 Student Records

9  
10 School student records are confidential, and information from them will not be released other  
11 than as provided by law. State and federal laws grant students and parents certain rights,  
12 including the right to inspect, copy, and challenge school records.

13  
14 The District will ensure information contained in student records is current, accurate, clear, and  
15 relevant. All information maintained concerning a student receiving special education services  
16 will be directly related to the provision of services to that child. The District may release  
17 directory information as permitted by law, but parents will have the right to object to release of  
18 information regarding their child. Military recruiters and institutions of higher education may  
19 request and receive the names, addresses, and telephone numbers of all high school students,  
20 unless the parent(s) notifies the school not to release this information.

21  
22 The Superintendent will implement this policy and state and federal law with administrative  
23 procedures. The Superintendent or designee will inform staff members of this policy and inform  
24 students and their parents of it, as well as of their rights regarding student school records.

25  
26 Each student’s permanent file, as defined by the board of public education, must be permanently  
27 kept in a secure location. Other student records must be maintained and destroyed as provided in  
28 20-1-212, MCA.

29  
30 Legal Reference: Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R.  
31 99  
32 § 20-1-212, MCA Destruction of records by school officer.  
33 § 20-5-201, MCA Duties and sanctions  
34 § 40-4-225, MCA Access to records by parent  
35 10.55.909, ARM Student Records  
36 No Child Left Behind Act of 2001, P.L. 107-334  
37  
38

# Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

Revised on: 01/15/2020

3600P

STUDENTS

Page 1 of 6

## Student Records

### Maintenance of School Student Records

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

The permanent record will include:

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

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

The cumulative record may include:

- Intelligence and aptitude scores
- Psychological reports
- Participation in extracurricular activities
- Honors and awards
- Teacher anecdotal records
- Verified reports or information from non-educational persons
- Verified information of clear relevance to the student's education
- Information pertaining to release of this record
- Disciplinary information
- Camera footage only for those students directly involved in the incident

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

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

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4 Access to Student Records  
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6 The District will grant access to student records as follows:  
7

- 8 1. The District or any District employee will not release, disclose, or grant access to information  
9 found in any student record except under the conditions set forth in this document.  
10  
11 2. The parents of a student under eighteen (18) years of age will be entitled to inspect and copy  
12 information in the child's school records. Such requests will be made in writing and directed to  
13 the records custodian. Access to the records will be granted within fifteen (15) days of the  
14 District's receipt of such request. Parents are not entitled to records of other students. If a record  
15 contains information about two students, information related to the student of the non-requesting  
16 parent will be redacted from the record.  
17

18 In situations involving a record containing video footage, a parent of a student whose record  
19 contains the footage is allowed to view the footage contained in the record but is not permitted to  
20 receive a copy unless the parents of the other involved students provide consent. The footage is  
21 not a record of students in the background of the image or not otherwise involved in the  
22 underlying matter.  
23

24 Where the parents are divorced or separated, both will be permitted to inspect and copy the  
25 student's school records, unless a court order indicates otherwise. The District will send copies  
26 of the following to both parents at either one's request, unless a court order indicates otherwise:  
27

- 28 a. Academic progress reports or records;  
29 b. Health reports;  
30 c. Notices of parent-teacher conferences;  
31 d. School calendars distributed to parents/guardians; and  
32 e. Notices about open houses and other major school events, including student-parent  
33 interaction.  
34

35 A student that attains the age of legal majority is an "eligible student" under FERPA. An eligible  
36 student has the right to access and inspect their student records. An eligible student may not  
37 prevent their parents from accessing and inspecting their student records if they are a dependent  
38 of their parents in accordance with Internal Revenue Service regulations.  
39

40 Access will not be granted to the parent or the student to confidential letters and  
41 recommendations concerning admission to a post-secondary educational institution, applications  
42 for employment, or receipt of an honor or award, if the student has waived his or her right of  
43 access after being advised of his or her right to obtain the names of all persons making such  
44 confidential letters or statements.  
45

- 46 3. The District may grant access to or release information from student records without prior written  
47 consent to school officials with a legitimate educational interest in the information. A school  
48 official is a person employed by the District in an administrative, supervisory, academic, or  
49 support staff position (including, but not limited to administrators, teachers, counselors,  
50 paraprofessionals, coaches, and bus drivers ), and the board of trustees. A school official may  
51 also include a volunteer or contractor not employed by the District but who performs an

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4 educational service or function for which the District would otherwise use its own employees and  
5 who is under the direct control of the District with respect to the use and maintenance of  
6 personally identifying information from education records, or such other third parties under  
7 contract with the District to provide professional services related to the District's educational  
8 mission, including, but not limited to, attorneys and auditors. A school official has a legitimate  
9 educational interest in student education information when the official needs the information in  
10 order to fulfill his or her professional responsibilities for the District. Access by school officials  
11 to student education information will be restricted to that portion of a student's records necessary  
12 for the school official to perform or accomplish their official or professional duties.  
13

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



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4 object to the release of directory information. The School District will specifically include information  
5 about the missing children electronic directory photograph repository permitting parents or guardians to  
6 chose to choose to have the student's photograph included in the repository for that school year;  
7 information about the use of the directory photographs if a student is identified as a missing child; and  
8 information about how to request the student's directory photograph be removed from the repository  
9

#### 10 Military Recruiters/Institutions of Higher Education

11  
12 Pursuant to federal law, the District is required to release the names, addresses, and telephone  
13 numbers of all high school students to military recruiters and institutions of higher education upon  
14 request.  
15

16 The Montana Superintendent of Public Instruction may release student information to the Montana  
17 Commissioner of Higher Education and Montana Department of Labor and Industry for research purposes  
18 after entering into agreement with Commissioner and Department. If the Superintendent of Public  
19 Instruction offers a statewide assessment that serves as a college entrance exam, the student's personally  
20 identifiable information may be released to colleges, state-contracted testing agencies, and scholarship  
21 organizations with student consent.  
22

23 The notification to parents and students concerning school records will inform them of their right to  
24 object to the release of this information.  
25

#### 26 Student Record Challenges

27  
28 The District shall give a parent or eligible student, on request, an opportunity for a hearing to challenge  
29 content of the student's education records on the grounds that the information contained in the education  
30 records is inaccurate, misleading, or in violation of the privacy rights of the student.

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

- 32 • The District shall hold the hearing within a reasonable time after it has received the request for  
33 the hearing from the parent or eligible student.
- 34 • The District shall give the parent or eligible student notice of the date, time, and place, reasonably  
35 in advance of the hearing.
- 36 • The hearing may be conducted by any individual including an official of the District who does  
37 not have direct interest in the outcome of the hearing.
- 38 • The District shall make its decision in writing within a reasonable amount of time after the  
39 hearing.
- 40 • The decision must be based solely on the evidence presented at the hearing, and must include a  
41 summary of the evidence and the reasons for the decision.  
42

43 The parent or eligible student has:

- 44
- 45 • The right to present evidence and to call witnesses;
- 46 • The right to cross-examine witnesses;
- 47 • The right to counsel;
- 48 • The right to a written statement of any decision and the reasons therefor;  
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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)
	§ 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
	10.55.909, ARM      Student records
	10.55.910, ARM      Student Discipline Records

1 Scobey K-12 Schools

2  
3 Adopted on: 06/06/17

4 Reviewed on:

5 3600F1

6 STUDENTS

7 Revised on:

8  
9 Page 1 of 4

10 Student Records

11 Notification to Parents and Students of Rights Concerning a Student’s School Records

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

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

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

22 The cumulative record may include:

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

- 35 1. **The right to inspect and copy the student’s education records, within a reasonable  
36 time from the day the District receives a request for access.**

37 “Eligible” students, who are eighteen (18) years of age or older, have the right to inspect  
38 and copy their permanent record. Parents/guardians or “eligible” students should submit  
39 to the school principal (or appropriate school official) a written request identifying the

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4 record(s) they wish to inspect. The principal will make, within forty-five (45) days,  
5 arrangements for access and notify the parent(s)/ guardian(s) or eligible student of the  
6 time and place the records may be inspected. The District charges a nominal fee for  
7 copying, but no one will be denied their right to copies of their records for inability to pay  
8 this cost.  
9

10 The rights contained in this section are denied to any person against whom an order of  
11 protection has been entered concerning a student.  
12

13 **2. The right to request amendment of the student’s education records which the**  
14 **parent(s)/guardian(s) or eligible student believes are inaccurate, misleading,**  
15 **irrelevant, or improper.**  
16

17 Parents/guardians or eligible students may ask the District to amend a record they believe  
18 is inaccurate, misleading, irrelevant, or improper. They should write the school principal  
19 or records custodian, clearly identifying the part of the record they want changed, and  
20 specify the reason.  
21

22 If the District decides not to amend the record as requested by the parent(s)/guardian(s) or  
23 eligible student, the District will notify the parent(s)/guardian(s) or eligible student of the  
24 decision and advise him or her of their right to a hearing regarding the request for  
25 amendment. Additional information regarding the hearing procedures will be provided to  
26 the parent(s)/guardian(s) or eligible student when notified of the right to a hearing.  
27

28 **3. The right to permit disclosure of personally identifiable information contained in**  
29 **the student’s education records, except to the extent that FERPA or state law**  
30 **authorizes disclosure without consent.**  
31

32 Disclosure is permitted without consent to school officials with legitimate educational or  
33 administrative interests. A school official is a person employed by the District as an  
34 administrator, supervisor, instructor, or support staff member (including health or  
35 medical staff and law enforcement unit personnel); a person serving on the Board; a  
36 person or company with whom the District has contracted to perform a special task (such  
37 as contractors, attorneys, auditors, consultants, or therapists); volunteers; other outside  
38 parties to whom an educational agency or institution has outsourced institutional services  
39 or functions that it would otherwise use employees to perform; or a parent(s)/guardian(s)  
40 or student serving on an official committee, such as a disciplinary or grievance  
41 committee, or assisting another school official in performing his or her tasks.  
42

43 A school official has a legitimate educational interest, if the official needs to review an  
44 education record in order to fulfill his or her professional responsibility.  
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4 Upon request, the District discloses education records, without consent, to officials of  
5 another school district in which a student has enrolled or intends to enroll, as well as to  
6 any person as specifically required by state or federal law. Before information is  
7 released to individuals described in this paragraph, the parent(s)/guardian(s) will receive  
8 written notice of the nature and substance of the information and an opportunity to  
9 inspect, copy, and challenge such records. The right to challenge school student records  
10 does not apply to: (1) academic grades of their child, and (2) references to expulsions or  
11 out-of-school suspensions, if the challenge is made at the time the student's school  
12 student records are forwarded to another school to which the student is transferring.

13  
14 Disclosure is also permitted without consent to: any person for research, statistical reporting, or planning,  
15 provided that no student or parent(s)/guardian(s) can be identified; any person named in a court order; and  
16 appropriate persons if the knowledge of such information is necessary to protect the health or safety of the  
17 student or other persons.

- 18  
19 4. **The right to a copy of any school student record proposed to be destroyed or**  
20 **deleted.**  
21  
22 5. **The right to prohibit the release of directory information concerning the parent's/**  
23 **guardian's child.**

24  
25 Throughout the school year, the District may release directory information regarding  
26 students, limited to:

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

43  
44 *Any parent(s)/guardian(s) or eligible student may prohibit the release of all of the above*  
45 *information by delivering written objection to the building principal within ten (10) days*  
46 *of the date of this notice. No directory information will be released within this time*  
47 *period, unless the parent(s)/guardian(s) or eligible student are specifically informed*

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4 *otherwise. When a student transfers, leaves the District, or graduates, the school must*  
5 *continue to honor a decision to opt-out, unless the parent or student rescinds the*  
6 *decision.*

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

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

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

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

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

27  
28 The name and address of the office that administers FERPA is:

29  
30 Family Policy Compliance Office  
31 U.S. Department of Education  
32 400 Maryland Avenue, SW  
33 Washington, DC 20202-4605  
34

Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

Revised on: 01/15/2020

3600F2

STUDENTS

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.

Table with 2 columns listing items considered student directory information, such as name, address, enrollment status, and degrees.

If you do NOT want directory information provided to the following, please check the appropriate box.

- Checkboxes for: 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*

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Scobey K-12 Schools

Adopted on: 1/23/17

Reviewed on:

Revised on:

3606 - R

STUDENTS

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Transfer of Student Records

The District will forward by mail or by electronic means a certified copy of a permanent or cumulative file of any student and a file of special education records of any student to a local educational agency or accredited school in which a student seeks to or intends to enroll within five (5) working days after receipt of a written or electronic request. The files to be forwarded must include education records in a permanent file – that is, name and address of a student, name of parent or legal guardian, date of birth, academic work completed, level of achievement (grades, standardized tests), immunization records, special education records, and any disciplinary actions taken against a student that are educationally related.

When the District cannot transfer records within five (5) days, the District will notify a requestor, in writing or electronically, and will provide reasons why the District is unable to comply with a five-(5)-day time period. The District also will include in that notice the date by which requested records will be transferred. The District will not refuse to transfer records because a student owes fines or fees.

Cross Reference:     3413             Student Immunization  
                          3600 - 3600P   Student Records  
                          3606F             Records Certification

Legal Reference:    § 20-1-213, MCA    Transfer of school records

Scobey K-12 Schools

Adopted on: 1/23/17

Reviewed on:

Revised on:

3608 - R

STUDENTS

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:

- Attendance Secretary

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

# Scobey K-12 Schools

Adopted on: 12/17/08

Reviewed on:

Revised on: 1/23/17, 7/22/22

3612 - R

STUDENTS

page 1 of 2

## District-Provided Access to Electronic Information, Services, Equipment, and Networks

### General

The District makes Internet access and interconnected computer systems and equipment available to District students and faculty. The District provides equipment and electronic networks, including access to the Internet, as part its instructional program and to promote educational excellence by facilitating resource sharing, innovation, and communication.

The District expects all students to take responsibility for appropriate and lawful use of this access, including good behavior online. The District may withdraw student access to its equipment, network and to the Internet when any misuse occurs. District teachers and other staff will make reasonable efforts to supervise use of equipment, network, and Internet access; however, student cooperation is vital in exercising and promoting responsible use of this access.

### Curriculum

Use of District equipment and electronic networks will be consistent with the curriculum adopted by the District, as well as with varied instructional needs, learning styles, abilities, and developmental levels of students, and will comply with selection criteria for instructional materials and library materials. Staff members may use the Internet throughout the curriculum, consistent with the District's educational goals.

### Acceptable Uses

a) Educational Purposes Only. All use of the District's equipment and electronic network must be: (1) in support of education and/or research, and in furtherance of the District's stated educational goals; or (2) for a legitimate school business purpose. Use is a privilege, not a right. Students and staff members have no expectation of privacy in any materials that are stored, transmitted, or received via the District's electronic network or District computers. The District reserves the right to monitor, inspect, copy, review, and store, at any time and without prior notice, any and all usage of the equipment and computer network, and Internet access and any and all information transmitted or received in connection with such usage.

b) Unacceptable Uses of Equipment and Network. The following are considered unacceptable uses and constitute a violation of this policy:

A. Uses that violate the law or encourage others to violate the law, including but not limited to transmitting offensive or harassing messages; offering for sale or use any substance the possession or use of which is prohibited by the District's student discipline policy; viewing, transmitting, or downloading pornographic materials or materials that encourage others to violate the law; intruding into

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4 the networks or computers of others; and downloading or transmitting confidential, trade  
5 secret information, or copyrighted materials.

- 6 B. Uses that cause harm to others or damage to their property, including but not  
7 limited to engaging in defamation (harming another's reputation by lies);  
8 employing another's password or some other user identifier that misleads message  
9 recipients into believing that someone other than you is communicating, or  
10 otherwise using his/her access to the network or the Internet; uploading a worm,  
11 virus, other harmful form of programming or vandalism; participating in  
12 "hacking" activities or any form of unauthorized access to other computers,  
13 networks, or other information.
- 14 C. Uses that jeopardize the security of student access and of the computer network or  
15 other networks on the Internet.
- 16 D. Uses that are commercial transactions. Students and other users may not sell or  
17 buy anything over the Internet. Students and others should not give information  
18 to others, including credit card numbers and social security numbers.  
19

#### 20 Warranties/Indemnification

21  
22 The District makes no warranties of any kind, express or implied, in connection with its  
23 provision of access to and use of its equipment, computer networks and the Internet provided  
24 under this policy. The District is not responsible for any information that may be lost, damaged,  
25 or unavailable when using the equipment, network, or for any information that is retrieved or  
26 transmitted via the Internet. The District will not be responsible for any unauthorized charges or  
27 fees resulting from access to the Internet. Any user is fully responsible to the District and will  
28 indemnify and hold the District, its trustees, administrators, teachers, and staff harmless from any  
29 and all loss, costs, claims, or damages resulting from such user's access to its equipment,  
30 computer network, and the Internet, including but not limited to any fees or charges incurred  
31 through purchase of goods or services by a user. The District expects a user or, if a user is a  
32 minor, a user's parents or legal guardian to cooperate with the District in the event of its  
33 initiating an investigation of a user's use of access to its equipment, computer network, and the  
34 Internet.

#### 35 Violations

36  
37 Violation of this policy will result in a loss of access and may result in other disciplinary or legal  
38 action. The principal will make all decisions regarding whether a user has violated this policy  
39 and any related rules or regulations and may deny, revoke, or suspend access at any time, with  
40 that decision being final.  
41

**STUDENT INTERNET ACCESS AND EQUIPMENT USE CONDUCT AGREEMENT**

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

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

User’s Name (Print): \_\_\_\_\_ Home Phone: \_\_\_\_\_  
User’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Address: \_\_\_\_\_

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

Parent/Legal Guardian (Print): \_\_\_\_\_  
Signature: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Address: \_\_\_\_\_  
Date: \_\_\_\_\_

This Agreement is valid for the \_\_\_\_\_ school year only.

# Scobey K-12 Schools

Adopted on: 1/23/17

Reviewed on:

Revised on: 7/22/22

3612P - R

STUDENTS

## District-Provided Access to Electronic Information, Services, Equipment, and Networks

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

### Terms and Conditions

1. Acceptable Use – Access to the District's equipment and electronic networks must be: (a) for the purpose of education or research and consistent with the educational objectives of the District; or (b) for legitimate business use.

2. Privileges – The use of the District's equipment and electronic networks is a privilege, not a right, and inappropriate use will result in cancellation of those privileges. The system administrator (and/or principal) will make all decisions regarding whether or not a user has violated these procedures and may deny, revoke, or suspend access at any time. That decision is final.

3. Unacceptable Use – The user is responsible for his or her actions and activities involving the equipment and network. Some examples of unacceptable uses are:

- a. Using the equipment and network for any illegal activity, including violation of copyright or other contracts, or transmitting any material in violation of any federal or state law;
- b. Unauthorized downloading of software, regardless of whether it is copyrighted or devirused;
- c. Downloading copyrighted material for other than personal use;
- d. Using the equipment or network for private financial or commercial gain;
- e. Wastefully using resources, such as file space;
- f. Hacking or gaining unauthorized access to files, resources, or entities;
- g. Invading the privacy of individuals, which includes the unauthorized disclosure, dissemination, and use of information of a personal nature about anyone;
- h. Using another user's account or password;

- i. Posting material authored or created by another, without his/her consent;
  - j. Posting anonymous messages;
  - k. Using the equipment or network for commercial or private advertising;
  - l. Accessing, submitting, posting, publishing, or displaying any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, harassing, or illegal material; and
  - m. Using the equipment or network while access privileges are suspended or revoked.
4. Network Etiquette – The user is expected to abide by the generally accepted rules of network etiquette. These include but are not limited to the following:
- a. Be polite. Do not become abusive in messages to others.
  - b. Use appropriate language. Do not swear or use vulgarities or any other inappropriate language.
  - c. Do not reveal personal information, including the addresses or telephone numbers, of students or colleagues.
  - d. Recognize that electronic mail (e-mail) is not private. People who operate the system have access to all mail. Messages relating to or in support of illegal activities may be reported to the authorities.
  - e. Do not use the network in any way that would disrupt its use by other users.
  - f. Consider all communications and information accessible via the network to be private property.
5. No Warranties – The District makes no warranties of any kind, whether expressed or implied, for the service it is providing. The District will not be responsible for any damages the user suffers. This includes loss of data resulting from delays, non-deliveries, missed deliveries, or service interruptions caused by its negligence or the user's errors or omissions. Use of any information obtained via the Internet is at the user's own risk. The District specifically denies any responsibility for the accuracy or quality of information obtained through its services.

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5 6. Indemnification – The user agrees to indemnify the District for any losses, costs,  
6 or damages, including reasonable attorney fees, incurred by the District, relating to or  
7 arising out of any violation of these procedures.

8  
9 7. Security – Network security is a high priority. If the user can identify a security  
10 problem on the Internet, the user must notify the system administrator or building  
11 principal. Do not demonstrate the problem to other users. Keep your account and  
12 password confidential. Do not use another individual’s account without written  
13 permission from that individual. Attempts to log on to the Internet as a system  
14 administrator will result in cancellation of user privileges. Any user identified as a  
15 security risk may be denied access to the network.

16  
17 8. Vandalism – Vandalism will result in cancellation of privileges, and other  
18 disciplinary action. Vandalism is defined as any malicious attempt to harm or destroy  
19 equipment, data of another user, the Internet, or any other network. This includes but is  
20 not limited to uploading or creation of computer viruses.

21  
22 9. Telephone Charges – The District assumes no responsibility for any unauthorized  
23 charges or fees, including telephone charges, long-distance charges, per-minute  
24 surcharges, and/ or equipment or line costs.

25  
26 10. Copyright Web Publishing Rules – Copyright law and District policy prohibit the  
27 republishing of text or graphics found on the Web or on District Websites or file servers, without  
28 explicit written permission.

- 29  
30 a. For each republication (on a Website or file server) of a graphic or text file that was  
31 produced externally, there must be a notice at the bottom of the page crediting the  
32 original producer and noting how and when permission was granted. If possible, the  
33 notice should also include the Web address of the original source.  
34  
35 b. Students and staff engaged in producing Web pages must provide library media  
36 specialists with e-mail or hard copy permissions before the Web pages are published.  
37 Printed evidence of the status of “public domain” documents must be provided.  
38  
39 c. The absence of a copyright notice may not be interpreted as permission to copy the  
40 materials. Only the copyright owner may provide the permission. The manager of the  
41 Website displaying the material may not be considered a source of permission.  
42  
43 d. The “fair use” rules governing student reports in classrooms are less stringent and permit  
44 limited use of graphics and text.  
45  
46



- 1  
2  
3  
4  
5 e. Student work may only be published if there is written permission from both the  
6 parent/guardian and the student.  
7  
8

9 Internet Safety

- 10  
11 1. Internet access is limited to only those “acceptable uses,” as detailed in these procedures.  
12 Internet safety is almost assured if users will not engage in “unacceptable uses,” as  
13 detailed in these procedures, and will otherwise follow these procedures.  
14  
15 2. Staff members shall supervise students while students are using District Internet access,  
16 to ensure that the students abide by the Terms and Conditions for Internet access, as  
17 contained in these procedures.  
18  
19 3. Each District computer with Internet access has a filtering device that blocks entry to  
20 visual depictions that are: (1) obscene; (2) pornographic; or (3) harmful or inappropriate  
21 for students, as defined by the Children’s Internet Protection Act and determined by the  
22 Superintendent or designee.  
23  
24 4. The district shall provide age-appropriate instruction to students regarding appropriate  
25 online behavior. Such instruction shall include, but not be limited to: positive interactions  
26 with others online, including on social networking sites and in chat rooms; proper online  
27 social etiquette; protection from online predators and personal safety; and how to  
28 recognize and respond to cyberbullying and other threats.  
29  
30 5. The system administrator and principal shall monitor student Internet access.  
31  
32  
33

34 Legal Reference: Children’s Internet Protection Act, P.L. 106-554  
35 Broadband Data Services Improvement Act/Protecting Children in  
36 the 21<sup>st</sup> Century Act of 2008 (P.L. 110-385)  
37 20 U.S.C. § 6801, et seq. Language instruction for limited English  
38 proficient and immigrant students  
39 47 U.S.C. § 254(h) and (l) Universal service  
40

Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

Revised on:

3630

STUDENTS

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Cell Phones and Other Electronic Equipment

Student possession and use of cellular phones, pagers, and other electronic signaling devices on school grounds, at school-sponsored activities, and while under the supervision and control of District employees is a privilege which will be permitted only under the circumstances described herein. At no time will any student operate a cell phone or other electronic device with video capabilities in a locker room, bathroom, or other location where such operation may violate the privacy right of another person.

Students may use cellular phones, pagers, and other electronic signaling devices on campus before school begins and after school ends. Students in grades 9-12 may also use such devices during the lunch period. These devices must be kept out of sight and turned off during the instructional day. Unauthorized use of such devices disrupts the instructional program and distracts from the learning environment. Therefore, unauthorized use is grounds for confiscation of the device by school officials, including classroom teachers. Confiscated devices will be returned to the parent or guardian. Repeated unauthorized use of such devices will result in disciplinary action.

1 Scobey K-12 Schools

2  
3 Adopted on: 01/15/2020

4 Reviewed on:

5 3650

6 STUDENTS

7 Revised on:

9 Pupil Online Personal Information Protection

10 Compliance

11 The School District will comply with the Montana Pupil Online Personal Information Protection  
12 Act. The School District shall execute written agreements with operators who provide online  
13 applications for students and employees in the school district. The School District will execute  
14 written agreements with third parties who provide digital educational software or services,  
15 including cloud-based services, for the digital storage, management, and retrieval of pupil  
16 records. The written agreements will require operators and third parties to the School District for  
17 K-12 purposes or the delivery of student or educational services to comply with Montana and  
18 federal law regarding protected student information. All pupil records accessed by the operator  
19 or third party during the term of the agreement or delivery of service to the application will  
20 continue to be the property of and under the control of the school district.

21  
22 Operators of Online Applications

23 Operators providing online applications to the School District shall not target advertising to  
24 students, sell student information, or otherwise misuse student information. Operators shall not  
25 use information to amass a profile about a pupil, except in furtherance of K-12 school  
26 purposes. Operators shall not sell a pupil's information, including protected information unless  
27 authorized by law. Operators shall not disclose protected information unless the disclosure is  
28 made in accordance with School District policy, state or federal law, or with parent consent.  
29 Operators shall implement and maintain reasonable security procedures and practices appropriate  
30 to the nature of the protected information and safeguard that information from unauthorized  
31 access, destruction, use, modification, or disclosure. Operators shall delete a pupil's protected  
32 information if the school or district requests the deletion of data under the control of the school  
33 or district.

34  
35 Third Parties Providing Software and Services

36 Third parties providing digital education software and services to the School District shall certify  
37 that pupil records will not be retained or available to the third party upon completion of the terms  
38 of the agreement. Furthermore, third parties shall not use any information in pupil records for  
39 any purpose other than those required or specifically permitted by the agreement with the  
40 operator. Third parties shall not use personally identifiable information in pupil records to  
41 engage in targeted advertising.

42  
43 Third parties providing digital education software and services to the School District shall  
44 provide a description of the means by which pupils may retain possession and control of their  
45 own pupil-generated content. Third parties shall provide a description of the procedures by  
46 which a parent, legal guardian, or eligible pupil may review personally identifiable information  
47 in the pupil's records and correct erroneous information. Third parties shall provide a description

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2  
3  
4 of the actions the third party will take, including the designation and training of responsible  
5 individuals, to ensure the security and confidentiality of pupil records. Third parties shall provide  
6 a description of the procedures for notifying the affected parent, legal guardian, or pupil if 18  
7 years of age or older in the event of an unauthorized disclosure of the pupil's records;

8  
9 Failure to Comply and Legal Review

10 An operator's or third party's failure to honor the law, agreement or School District policy will  
11 result in termination of services. The School District will report any operator who fails to honor  
12 the law to the appropriate authorities for criminal prosecution.

13  
14 All contracts and agreements executed under this agreement will be reviewed by the School  
15 District's legal counsel.

16  
17 Cross Reference: Policy 3600 – Student Records  
18 Policy 3650F- Model Agreement

19  
20 Legal Reference: Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R.  
21 99  
22 Montana Pupil Online Personal Information Protection Act, Title 20,  
23 chapter 7, part 13, MCA  
24  
25

# SCOBEEY SCHOOL DISTRICT

**R = required**

## 4000 SERIES COMMUNITY RELATIONS

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# Scobey K-12 Schools

Adopted on: 1/23/17

Reviewed on:

4120 - R

COMMUNITY RELATION

Revised on:

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## Public Relations

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

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

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

Legal Reference:     Art. II, Sec. 8, Montana Constitution - Right of participation  
                          Art. II, Sec. 9, Montana Constitution - Right to know

# Scobey K-12 Schools

Adopted on: 7/22/22  
Reviewed on:  
Revised on:

4125

## COMMUNITY RELATIONS

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### District Social Media Presence

The District social media accounts are provided for communication with the community. The School District will update these accounts as often as possible to share as much as necessary about the School District and the achievements of the students and staff as well as other relevant district community information.

All posting of comments on these accounts are at the discretion of the page administrators. The intent of this policy is to protect the privacy and rights of School District's staff and students. The account administrators will review all postings to make sure they do not violate the rules of the District's Acceptable Use Guidelines regarding Internet access and practices. All posts will be accompanied by an explanation of how to communicate with the School District in a manner consistent with District policy.

The School District uses social media in conjunction with the School District's website. Staff members assigned to access/post information are:

- 1) Superintendent
- 2) Principal
- 3) Activities Director

These staff members will complete training as needed to ensure use of the social media is consistent with this and other District policies.

The Board authorizes the Superintendent to take necessary steps to implement this policy.



# Scobey K-12 Schools

Adopted on: 06/06/17  
Reviewed on:  
Revised on:

4210

COMMUNITY RELATION

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page 1 of 3

## School-Support Organizations, Boosters and Fundraising

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

### School-Support Organizations

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

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

1. The organization's name and purpose. Acceptable purposes may include enhancement of students' educational experiences, assistance to meet educational needs of students, support of academic clubs, or enrichment of extracurricular activities.
2. The rules and procedures under which it operates.
3. A statement that the membership will adhere to applicable Board policies and administrative procedures when working on District premises or with District officials or programs.
4. A statement that membership is open and unrestricted and the organization will not engage in discrimination based on someone's innate characteristics or membership in a protected classification.
5. A statement that the District is not, and will not be, responsible for the organization's business or the conduct of its members.
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.<sup>1</sup>
8. A recognition that the School District reserves the tight 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.<sup>2</sup> 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 MHS By-Laws, Rules and Regulations, individual boosters or donors must honor the following provisions:

1. The individual must have prior approval must be granted by the Board for use of the District's name, logo, or imagery.
2. The individual must comply with Board policies and administrative procedures when submitting donations.
3. The individual may not violate federal law, state law, District policy or MHS 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.

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<sup>1</sup> 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).

<sup>2</sup> 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.

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

# Scobey K-12 Schools

Adopted on: 06/06/17  
Reviewed on:  
Revised on:

4210P

COMMUNITY RELATION

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## School-Support Organizations

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

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

Requests for subsequent authorization shall be presented to the Superintendent or designee annually, along with a financial statement showing all income and expenditures from fundraisers. If the Superintendent or designee proposes to deny the request for reauthorization, he/she shall present his/her recommendation to the Board for approval.

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

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

## Scobey K-12 Schools

### COMMUNITY RELATIONS

4211

#### District and School Name, Logo, Imagery and Colors

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

#### Policy History:

Adopted on: 8/9/21

Reviewed on:

Revised on:

# Scobey K-12 Schools

Adopted on:  
Reviewed on:

4301

COMMUNITY RELATION

Revised on: 1/23/17, 08/19/19

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## Visitors to Schools

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

The following guidelines are established to permit visitors to observe the educational program with minimal disruptions:

1. All visitors must register at the office upon their arrival at school.
2. Visitors whose purpose is to influence or solicit students shall not be permitted on school grounds unless the visit furthers the educational program of the district.
3. If the visitor wishes to observe a classroom, the time shall be arranged after the Superintendent has conferred with the teacher.
4. If the purpose of the classroom visitation is to observe learning and teaching activities, the visitor may be required to confer with the teacher before or after the observation to enhance understanding of the activities.
5. The Superintendent may withhold approval if particular events such as testing would be adversely affected by a visit. Similarly, if a visitor's presence becomes disruptive, the Superintendent may withdraw approval. In either case, the Superintendent shall give reasons for the action.
6. If a dispute arises regarding limitations upon or withholding of approval for visits;
  - a. The visitor shall discuss the matter with the Superintendent;
  - b. The Superintendent's decision is final, subject only to the citizen's right to raise an issue in open meeting at the regular session of the board.

# Scobey K-12 Schools

Adopted on:  
Reviewed on:

4310 - R

COMMUNITY RELATION

Revised on: 1/23/17

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## 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

# Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

4315

COMMUNITY RELATION Revised on: 08/19/19, 01/15/2020, 8/9/21

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## Visitor and Spectator Conduct

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

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

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

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

Cross Reference:      4301                      Visitors to School  
                                 4332                      Conduct on School Property

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



# Scobey K-12 Schools

Adopted on: 1/23/17  
Reviewed on:  
Revised on:

4316 - R

COMMUNITY RELATION

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## Accommodating Individuals With Disabilities

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

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

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

1. Oversee District compliance efforts, recommend necessary modifications to the Board, and maintain the District's final Title II self-evaluation document and keep it available for public inspection for at least three (3) years after its completion date (*for districts having fifty (50) or more full- or part-time employees*).
2. Institute plans to make information regarding Title II protection available to any interested party.

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

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

Cross Reference: 1700 Uniform Complaint Procedure

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

# Scobey K-12 Schools

Adopted on:

Reviewed on: 1/23/17

4320

COMMUNITY RELATION

Revised on: 01/15/2020

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## Contact With Students

Students are entrusted to the schools for educational purposes. Although educational purposes encompass a broad range of experiences, school officials must not assume license to allow unapproved contact with students by persons not employed by the District for educational purposes.

Teachers may arrange for guest speakers on appropriate topics relative to the curriculum. Principals may approve school assemblies on specific educational topics of interest and relevance to the school program. The District normally does not permit other types of contact by non-school personnel.

Unless authorized by the building administrator or otherwise required by District policy or state and federal law, the District will not allow access to the schools by outside individuals, entities, businesses, service providers, or organizations desiring to use the captive audience in a school for information, sales material, special interest purposes or delivery of services to students or groups of students that are unrelated to District operations.

# Scobey K-12 Schools

Adopted on: 06/06/17  
Reviewed on:  
Revised on:

4321

COMMUNITY RELATION

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## Distribution of Fund Drive Literature through Students

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

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

Scobey K-12 Schools

Adopted on: 02/19/90

Reviewed on:

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4330 - R

COMMUNITY RELATIONS

Revised on: 1/23/17, 7/9/18; 4/3/20

Community Use of School Facilities

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

Student and school-related organizations, governmental entities and community betterment groups shall be granted the use of school facilities at no cost.

Other organizations granted the use of school facilities may pay fees and costs. The Superintendent will develop procedures to manage community use of school facilities, which will be reviewed and approved by the Board. Use of school facilities requires the Superintendent’s approval and is subject to the procedures.

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

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

The requesting organization or individual must complete, sign, and return an “assumption of risk” statement prior to the use of the facilities or grounds.

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

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

1 **Scobey K-12 Schools**

2  
3 Adopted on: 02/19/90  
4 Reviewed on: 06/06/17

5 **4330P**

6 **COMMUNITY RELATIONS**

7 Revised on: 2/12/2018; 4/3/20

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8 The Superintendent is authorized to establish procedures for use of school facilities, including rental rates,  
9 supervisory requirements, restrictions, security, etc. For rental rate purposes, organizations seeking the  
10 use of school facilities have been divided into three categories:

11  
12 School-related or Community Betterment Groups. This category includes those organizations whose  
13 main purpose is to promote the welfare of boys and girls or to improve the quality of life in the  
14 community. Examples are: Boys Scouts, Campfire Girls, PTA, 4-H, recreation groups, garden clubs,  
15 service clubs, community clubs, and governmental clubs. No fee shall be charged provided that  
16 educational staff are not employed to supervise or clean the facility. A rental charge may be established  
17 to recover additional utility costs which are incurred, or in the event there are no school staff on duty, to  
18 reimburse the district for the costs of providing custodial services.

19  
20 Non-community and/or Nonprofit Groups. This category includes those organizations who might wish to  
21 use school facilities for lectures, promotional activities, political rallies, entertainment, college courses, or  
22 other activities for which public halls or commercial facilities generally are rented. The district shall  
23 charge a rental rate in excess of costs incurred, except that such excess charges may be waived when a  
24 service club or other nonprofit group is raising funds for charitable purposes. Similar treatment may be  
25 granted public universities and colleges when offering college courses within the community or when any  
26 university/college is offering a course for staff at the request of the district.

27  
28 Commercial Enterprises. This category includes profit-making organizations and business-related  
29 enterprises. While the district would prefer organizations to use commercial or private facilities, school  
30 district facilities may be rented at the prevailing rate charged by commercial facilities in the area.

31  
32 District-sponsored activities, including curricular and co-curricular functions, retain first priority in use of  
33 facilities. Authorization for use of school facilities shall not be considered as endorsement of or approval  
34 of the activity group or organization nor for the purposes it represents. School facilities may be made  
35 available to church groups on a short-term basis and shall not be considered as a permanent place of  
36 worship.

37  
38 Scobey School District Families and individuals who utilize the building on Sundays or, Wednesdays past  
39 6:30PM, have the same responsibilities and access as any other patron(s) of the district as outlined in the  
40 *Annual Facility Use Agreement*. All non-high school students must have direct adult supervision while  
41 using the school facilities.

42  
43  
44 Legal Reference: 20-7-805, MCA Recreational use of school facilities secondary  
45

# Scobey K-12 Schools

Adopted on:  
Reviewed on:

4330F

COMMUNITY RELATIONS

Revised on: 06/06/17, 7/9/18, 4/2/20

## SCHOOL FACILITIES/GROUNDS USE AND LIABILITY RELEASE AGREEMENT Scobey K-12 Schools

Organization or Individual Requesting Facility Use: \_\_\_\_\_  
Facility Requested: \_\_\_\_\_  
Date and Hours of Requested Use: \_\_\_\_\_

Purpose of Use: \_\_\_\_\_

Will there be an admission fee? \_\_\_\_\_

### *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.  
Board of Trustees in accordance with Montana law.

#### **Rent and Deposit**

The requesting organization or individual agrees to pay the District, a deposit for the use of the premises, the sum of **\$500 and this** shall be due three days in advance. The requesting organization or individual shall be Responsible for the reasonable costs, disbursements, and expenses, resulting from their negligence while it has use of the premises.

#### **Assumption of Risk**

**The requesting organization agrees to release and hold harmless the Districts, inclusive of its employees, administration, board of trustees, and insurers from civil liability involving bodily injury or property damage.**

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:**





Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

Revised on: 8/9/21

4331

COMMUNITY RELATIONS

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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:

- Disrupt the educational process;
  - Violate the rights of others;
  - Invade the privacy of others;
  - Infringe on a copyright;
  - Violate District policy, procedure, or administrative directive;
  - 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

1 Scobey K-12 Schools

2  
3 Adopted on: 06/06/17

4 Reviewed on:

5 4332

6 COMMUNITY RELATION

7 Revised on: 01/15/2020, 8/9/21

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8 Conduct on School Property

9  
10 General Conduct

11  
12 In addition to prohibitions stated in other District policies, a person on school property who is  
13 not an enrolled student or District employee shall not:

- 14
- 15 • Injure or threaten to injure another person;
- 16
- 17 • Damage another’s property or that of the District;
- 18
- 19 • Violate any provision of the criminal law of the state of Montana or town or county  
20 ordinance;
- 21
- 22 • Smoke or otherwise use tobacco or nicotine products, and alternative nicotine and vapor  
23 products as defined in 16-11-302, MCA, or other similar products;
- 24
- 25 • Consume, possess, or distribute alcoholic beverages, illegal drugs, or marijuana;
- 26
- 27 • Impede, delay, or otherwise interfere with the orderly conduct of the District’s  
28 educational program or any other activity occurring on school property;
- 29
- 30 • Possess a non-firearm weapon as defined in this policy at anytime;
- 31
- 32 • Enter upon any portion of school premises at any time for purposes other than those  
33 which are lawful and authorized by the Board; or
- 34
- 35 • Willfully violate other District rules and regulations.

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

42  
43 Firearms and Weapons

44  
45 A person who is not an enrolled student or District employee shall not possess any firearm or  
46 other non-firearm weapon in a school building at any time.

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

8  
9 For purposes of this policy, “non-firearm weapon” means any object, device, or instrument  
10 designed as a weapon or through its use is capable of intimidating, threatening or producing  
11 bodily harm or which may be used to inflict injury, including but not limited to air guns; pellet  
12 guns; BB guns; fake or facsimile  
13 weapons; all knives; blades; clubs; metal knuckles; nunchucks; throwing stars; explosives;  
14 fireworks; mace or other propellants; stun guns; ammunition; poisons; chains; arrows; and  
15 objects that have been modified to serve as a weapon.

16  
17 District administrators are authorized to appropriate action, as circumstances warrant, to enforce  
18 this section of the policy including but not limited to requesting the assistance of law  
19 enforcement in accordance with Montana law.

20  
21 This section does not apply to a law enforcement officer acting in the officer’s official capacity  
22 or an individual previously authorized by the Board of Trustees to possess a firearm or weapon  
23 in a school building.

24  
25 The Board of Trustees shall annually review this policy and update this policy as determined  
26 necessary by the trustees based on changing circumstances pertaining to school safety.

27  
28 For the purposes of this policy, “School building” means a combination of any materials,  
29 whether mobile, portable, or fixed, to form a structure and the related facilities for the use or  
30 occupancy by persons or property owned or leased by a local school district that are used for  
31 instruction or for student activities as specified in Section 50-60-101(2), MCA and Section 45-8-  
32 361, MCA. The term is construed as though followed by the words "or part or parts of a  
33 building" and is considered to include all stadiums, bleachers, and other similar outdoor  
34 facilities, whether temporary or permanently fixed.

35  
36  
37 Legal Reference: Pro-Children Act of 1994, 20 U.S.C. § 6081

38  
39  
40 Smoke Free School Act of 1994

41 16-11-302, MCA Definitions

42 § 20-1-220, MCA Use of tobacco product in public school building or  
43 on public school property prohibited

44 § 20-1-206, MCA Disturbance of School

45 § 20-5-410, MCA Civil penalty

46 § 45-6-201, MCA Definition of enter or remain unlawfully

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§ 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

Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

Revised on: 08/19/19

4340

COMMUNITY RELATION

Public Access to District Records

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

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

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

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

1. Personal information in any file maintained for students. Information in student records will be disclosed only in accordance with requirements of the Family Educational Rights and Privacy Act of 1974 and adopted District policy.
2. Personal information in files maintained for staff, to the extent that disclosure will violate their right to privacy.
3. Test questions, scoring keys, or other examination data used to administer academic tests.
4. The contents of real estate appraisals made for or by the District relative to the acquisition of property, until the project is abandoned or until such time as all of the property has been acquired, but in no event will disclosure be denied for more than three (3) years after appraisal.
5. Preliminary drafts, notes, recommendations, and intra-District memoranda in which opinions are expressed or policies formulated or recommended, except a specific record

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4 shall not be exempt when publicly cited by the District in connection with any District  
5 action.

- 6 6. Records relevant to a controversy to which the District is a party, but which would not be  
7 available to another party under the rules of pretrial discovery, for cases pending  
8 resolution.  
9  
10 7. Records or portions of records, the disclosure of which would violate personal rights of  
11 privacy.  
12  
13 8. Records or portions of records, the disclosure of which would violate governmental  
14 interests.  
15  
16 9. Records or information relating to individual or public safety or the security of public  
17 schools if release of the information jeopardizes the safety of facility personnel, the  
18 public, students in a public school.  
19

20 If the District denies any request, in whole or in part, for inspection and copying of records, the  
21 District will provide the requesting party with reasons for denial.  
22

23 If the record requested for inspection and/or copying contains both information exempted from  
24 disclosure and non-exempt information, the District shall, to the extent practicable, produce the  
25 record with the exempt portion deleted and shall provide written explanation for the deletion.  
26

27 The District will not provide access to lists of individuals, which the requesting party intends to  
28 use for commercial purposes or which the District reasonably believes will be used for  
29 commercial purposes if such access is provided. However, the District may provide mailing lists  
30 of graduating students to representatives of the U.S. armed forces and the National Guard for  
31 purpose of recruitment.  
32

33 The coordinator is authorized to seek an injunction to prevent disclosure of records otherwise  
34 suitable for disclosure, when it is determined reasonable cause exists to believe disclosure would  
35 not be in the public interest and would substantially or irreparably damage any person or would  
36 substantially or irreparably damage vital governmental functions.  
37  
38  
39

40 Legal Reference: Title 20, Ch. 6, MCA School districts  
41 § 2-6-1001, MCA, *et seq.* Public Records  
42  
43

1 Scobey K-12 Schools

2  
3 Adopted on:  
4 Reviewed on: 1/23/17

5 4410 COMMUNITY RELATION Revised on: 08/19/19, 01/15/2020

6  
7 Relations With Law Enforcement and Child Protective Agencies

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

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

23  
24 County or Regional Interdisciplinary Child Information and School Safety Team

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

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

37  
38 The Superintendent, or designee, is authorized to participate in the formation of and request  
39 information from the interdisciplinary child information and school safety team regarding  
40 students in the School District. The Superintendent shall utilize this authority on a regular basis  
41 to ensure the safety and security of the District.

42  
43 Cross Reference: 5232 Suspected Child Abuse and Neglect

44  
45 Legal Reference: § 20-1-206, MCA Disturbance of school – penalty  
46 § 52-2-211, MCA County Interdisciplinary Child Information and  
47 School Safety Team  
48

1 Scobey K-12 Schools

2  
3 Adopted on:  
4 Reviewed on:

5 4411

6 COMMUNITY RELATION

7 Revised on: 06/06/17

9 Interrogation and Investigations Conducted by School Officials

10  
11 The administration has the authority and duty to conduct investigations and to question students  
12 pertaining to infractions of school rules, whether or not the alleged conduct is a violation of  
13 criminal law. The administration shall determine when the necessity exists that law enforcement  
14 officers be asked to conduct an investigation of alleged criminal behavior which jeopardizes the  
15 safety of other people or school property or which interferes with the operation of the schools.  
16

17 In instances when the administration has reasonable suspicion that a violation of district policy or  
18 the student code of conduct has been violated, the administrator will investigate. The  
19 administrator will notify the suspected rule violator(s) or potential witness(es) to the infraction.  
20 The suspected student shall be advised orally or in writing of the nature of the alleged offense  
21 and of the evidence against the student. Circumstances may arise where it would be advisable to  
22 have another adult present during questioning of students.  
23

24 Investigations by Law Enforcement

25  
26 When a student becomes involved with law enforcement officers due to events outside of the  
27 school environment and officers must interact with a student at the school, the officer(s) shall  
28 confer with the student when he/she is being investigated for conduct not under the jurisdiction  
29 of the school. The following steps shall be taken to cooperate with the authorities.  
30

- 31 a. The officer shall contact the Superintendent and present proper identification in all  
32 occasions upon his/her arrival on school premises.  
33
- 34 b. Parents or guardians shall be notified by the law enforcement officer or Superintendent as  
35 soon as possible. The law enforcement officer or Superintendent shall make every effort  
36 to inform parents or guardians of the intent of the law enforcement officers except when  
37 that notification may compromise the student’s safety.  
38
- 39 c. The student’s parent or guardian should be present, if practicable, during any  
40 interrogation on school premises.  
41

42 Cooperation with Law Enforcement

43  
44 Although cooperation with law enforcement officers will be maintained, it is the preference of  
45 the District that it will not normally be necessary for law enforcement officers to initiate, and  
46 conduct any investigation and interrogation on the school premises, during school hours,  
47 pertaining to criminal activities unrelated to the operation of the school. It is preferred that only



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4 in demonstrated emergencies, when law enforcement officers find it necessary, will they conduct  
5 such an investigation during school hours. These circumstances might be limited to those in  
6 which delay might result in danger to any person, flight of a person reasonably suspected of a  
7 crime from the jurisdiction or local authorities, destruction of evidence, or continued criminal  
8 behavior.

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

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

#### 21 22 Taking a Student into Custody

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

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

#### 42 43 Disturbance of School Environment

44  
45 Law enforcement officers may be requested to assist in controlling disturbances of the school  
46 environment which the Superintendent or other school administrator has found to be

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unmanageable by school personnel and which disturbances have the potential of causing harm to students, other persons, or school property. Staff members may also notify law enforcement officials.

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

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

Scobey K-12 Schools

Adopted on:  
Reviewed on:

4520

COMMUNITY RELATION

Revised on: 06/06/17

Cooperative Programs With Other Districts and Public Agencies

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

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

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

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

Legal Reference:	§§ 7-11-101, et seq., MCA	Interlocal Cooperation Act
	§§ 20-7-451 through 456, MCA	Authorization to create full service education cooperatives
	§§ 20-7-801, et seq., MCA	Public recreation

Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

Revised on:

4550

COMMUNITY RELATION

Registered Sex Offenders

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

Employment

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

School Off Limits

The District hereby declares that no registered sex offender may come on, about, or within one any District-owned buildings or property except as otherwise provided in this policy. If an administrator becomes aware that such a sex offender is on, about, or within school property, the administrator shall direct the sex offender to immediately leave the area. The Board authorizes the administrator to request the assistance of the appropriate law enforcement authorities to secure the removal of any registered sex offender from the area. If a registered sex offender disregards the terms of this policy or the directives of the school administrator, then the Superintendent is authorized to confer with counsel and to pursue such criminal or civil action as may be necessary to enforce compliance with this policy.

This policy shall not be construed to impose any duty upon any administrator or any other employee of the District to review the Sex Offender Registry or to screen individuals coming on or within school property to ascertain whether they are on the Registry. This policy shall only apply when administrators are actually aware that the person in question is on the Sex Offender Registry and that the offender’s victim was a minor.

The provisions of this policy prohibiting a registered sex offender from coming on, about, or within school property shall not apply in the event that a sex offender’s name should be expunged from the Registry.

1  
2  
3  
4 Rights of Parents on the Sex Offender Registry  
5

6 In the event that a registered sex offender whose victim was a minor has a child attending the  
7 District, the administrator of the school where the child attends shall be authorized to modify this  
8 policy's restrictions to permit the parent to drop off and pick up the child from school and to  
9 come onto campus to attend parent-teacher conferences. However, the parent may not linger on  
10 or about school property before or after dropping off his or her child, and the parent is prohibited  
11 from being in any part of the school building except the main office.  
12

13 This policy does not impose a duty upon the administrator of any school or any other employee  
14 of the District to review the Sex Offender Registry and the school system's directory information  
15 to ascertain whether a registered sex offender may have a child attending school in the District.  
16 The provisions of this policy shall apply only if an administrator actually becomes aware that a  
17 parent of a student at the school is a registered sex offender.  
18

19 To facilitate voluntary compliance with this policy, administrators are encouraged to speak with  
20 any affected parents upon learning of their status as registered sex offenders to communicate the  
21 restrictions of this policy. At all times, the administrator shall endeavor to protect the privacy of  
22 the offender's child.  
23

24 In the event of a truly exceptional situation such as graduation, a parent on the Sex Offender  
25 Registry may ask the Superintendent for a waiver of this policy to permit the parent to attend  
26 these special events. It is the intent of the Board, however, that these special circumstances be  
27 truly unusual and infrequent occurrences.  
28  
29  
30

31 Legal Reference:       § 46-23-501, MCA                   Sexual or Violent Offender Registration Act  
32                               [www.doj.mt.gov/svor/](http://www.doj.mt.gov/svor/)                   Sexual or Violent Offender Registry  
33  
34  
35

## SCOBEEY SCHOOL DISTRICT

**R = required**

### 5000 SERIES PERSONNEL

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Scobey K-12 Schools

Adopted on: 07/19/04  
Reviewed on: 1/23/17  
Revised on: 7/9/18

5002 - R

PERSONNEL

Accommodating Individuals with Disabilities and Section 504 of the Rehabilitation Act of 1973

It is the intent of the District to ensure that qualified employees with disabilities under Section 504 of the Rehabilitation Act of 1973 are identified, evaluated, and provided with appropriate accommodations or other positive actions in assistance.

The District will not discriminate against a qualified individual on the basis of disability in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, or other terms, conditions, and privileges of employment.

The Superintendent is designated the Section 504 and Americans with Disabilities Act Title II Coordinator and, in that capacity, is directed to:

1. Oversee District compliance efforts, recommend to the Board necessary modifications, and maintain the District’s final Title II self-evaluation document and keep it available for public inspection.
2. Make information regarding Title II protection available to any interested party.
3. Coordinating and monitoring the district’s compliance with Section 504 and Title II of the ADA, as well as state civil rights requirements regarding discrimination and harassment based on disability.
4. Overseeing prevention efforts to avoid Section 504 and ADA violations by necessary actions, including by not limited to, scheduling Section 504 meetings, implementing and monitoring Section 504 plans of accommodation and providing information to employees and supervisors.
5. Implementing the district’s discrimination complaint procedures with respect to allegations of Section 504/ADA violations, discrimination based on disability, and disability harassment; and
6. Investigating complaints alleging violations of Section 504/ADA, discrimination based on disability, and disability harassment.

The District’s procedure for resolution of complaints alleging violation of this policy is set forth in Policy 1700.

Cross Reference: 1700 Uniform Complaint Procedure

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



Scobey K-12 Schools

Adopted on: 07/19/04

Reviewed on:

5010 - R

PERSONNEL

Revised on: 1/23/17, 10/12/20

Equal Employment Opportunity, Non-Discrimination, and Sex Equity

The District will provide equal employment opportunities to all persons, regardless of their race, color, religion, creed, national origin, genetic information, sex, age, ancestry, marital status, military status, citizenship status, use of lawful products while not at work physical or mental disability. The District will make reasonable accommodation for an individual with a disability known to the District, if the individual is otherwise qualified for the position, unless the accommodation would impose undue hardship on the District.

Inquiries regarding sexual harassment, sex discrimination, or sexual intimidation should be directed to the District Title IX Coordinator, to the Assistant Secretary for Civil Rights of the Department of Education, or both. The Board designates the following individual to serve as the District’s Title IX Coordinator:

Title: John States  
Office address: Scobey School, Room 101, 205 2<sup>nd</sup> Ave East, Scobey,  
Email: [jstates@scobeyschools.com](mailto:jstates@scobeyschools.com)  
Phone number: 406-487-2202.

Inquiries regarding discrimination on the basis of disability or requests for accommodation should be directed to the District Section 504 Coordinator. The Board designates the following individual to serve as the District’s Section 504 Coordinator:

Title: Greg Hardy  
Office address: Scobey School, Room 103, 205 2<sup>nd</sup> Ave East, Scobey,  
Email: [ghardy@scobeyschools.com](mailto:ghardy@scobeyschools.com)  
Phone number: 406-487-2202.

Any individual may file a complaint alleging violation of this policy, Policy 5012/512P – Sexual Harrassment, or Policy 5015-Bullying/Harassment/Intimidation/Hazing by following those policies or Policy 1700-Uniform Complaint Procedure.

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.

All complaints about behavior that may violate this policy shall be promptly investigated.

1  
2  
3  
4 Retaliation against an employee who has filed a discrimination complaint, testified, or  
5 participated in any manner in a discrimination investigation or proceeding is prohibited.  
6

7 Legal Reference: Age Discrimination in Employment Act, 29 U.S.C. §§ 621, *et seq.*  
8 Americans with Disabilities Act, Title I, 42 U.S.C. §§ 12111, *et seq.*  
9 Equal Pay Act, 29 U.S.C. § 206(d)  
10 Immigration Reform and Control Act, 8 U.S.C. §§ 1324(a), *et seq.*  
11 Rehabilitation Act of 1973, 29 U.S.C. §§ 791, *et seq.*  
12 Genetic Information Nondiscrimination Act of 2008 (GINA)  
13 Title VII of the Civil Rights Act, 42 U.S.C. §§ 2000(e), *et seq.*; 29 C.F.R.,  
14 Part 1601  
15 Title IX of the Education Amendments, 20 U.S.C. §§ 1681, *et seq.*; 34  
16 C.F.R., Part 106  
17 Montana Constitution, Art. X, § 1 - Educational goals and duties  
18 § 49-2-101, *et seq.*, MCA Human Rights Act  
19 § 49-2-303, MCA Discrimination in Employment  
20 § 49-3-102, MCA What local governmental units affected  
21 §49-3-201, MCA Employment of state and local government  
22 personnel.  
23  
24  
25

Scobey K-12 Schools

Adopted on: 02/19/90

Reviewed on: 1/23/17

5012 - R

PERSONNEL

Revised on: 07/19/04, 08/19/19, 10/12/20

page 1 of 3

Sexual Harassment of Employees

The District does not discriminate on the basis of sex in any education program or activity that it operates. The District is required by Title IX of the Education Amendments of 1972 and the regulations promulgated through the U.S. Department of Education not to discriminate in such a manner. Inquiries about the application of Title IX to the District may be referred to the District’s Title IX Coordinator, to the Assistant Secretary for Civil Rights of the Department of Education, or both.

The Board designates the following individual to serve as the District’s Title IX Coordinator:

Title: John States

Office address: Scobey School, Room 101, 205 2<sup>nd</sup> Ave East, Scobey,

Email: [jstates@scobeyschools.com](mailto:jstates@scobeyschools.com)

Phone number: 406-487-2202

Any person may report sex discrimination, including sexual harassment, at any time, including during non-business hours. Such a report may be made using the attached form, in person, by mail, by telephone or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person’s verbal or written report.

For purposes of this policy and the grievance process, “sexual harassment” means conduct on the basis of sex that satisfies one or more of the following:

1. A District employee conditioning the provision of an aid, benefit, or service of the District on an individual’s participation in unwelcome sexual conduct;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive and objectively offensive that it effectively denies a person equal access to the District’s education program or activity; or
3. “Sexual assault” as defined in 20 USC 1092(f)(6)(A)(v), “dating violence” as defined in 34 USC 12291(a)(10), “domestic violence” as defined in 34 USC 12291(a)(8) or “stalking” as defined in 34 USC 12291(a)(30).

When the harassment or discrimination on the basis of sex does not meet the definition of sexual harassment, the Title IX Coordinator shall direct the individual to the applicable sex discrimination process for investigation.

An individual is not required to submit a report of sexual harassment involving the Title IX coordinator. In the event the Title IX Coordinator is responsible for or a witness to the alleged

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3  
4 harassment, the individual may report the allegations to the building principal or superintendent  
5 or other unbiased school official.

#### 6 7 Retaliation Prohibited

8  
9 The District prohibits intimidation, threats, coercion or discrimination against any individual for  
10 the purpose of interfering with any right or privilege secured by Title IX or this policy, or  
11 because the individual has made a report or complaint, testified, assisted, or participated or  
12 refused to participate in any manner in an investigation proceeding or hearing, if applicable.  
13 Intimidation, threats, coercion, or discrimination, including charges against an individual for  
14 code of conduct violations that do not involve sex discrimination or sexual harassment, but arise  
15 out of the same facts or circumstances as a report or complaint of sex discrimination, or a report  
16 or formal complaint of sexual harassment, for the purpose of interfering with any right or  
17 privilege secured by Title IX or this part, constitutes retaliation.

#### 18 19 Confidentiality

20  
21 The District must keep confidential the identity of any individual who has made a report or  
22 complaint of sex discrimination, including any individual who has made a report or filed a  
23 formal complaint of sexual harassment, any individual who has been alleged to be the victim or  
24 perpetrator of conduct that could constitute sexual harassment, and any witness, except as may  
25 be permitted by Family Educational Rights and Privacy Act (FERPA) or as required by law, or  
26 to carry out the purposes of the Title IX regulations, including the conduct of any investigation,  
27 hearing or judicial proceeding arising thereunder.

#### 28 29 Notice Requirements

30  
31 The District provides notice to applicants for admission and employment, students, parents or  
32 legal guardians of elementary and secondary school students, employees and the union(s) with  
33 the name or title, office address, email address and telephone number of the Title IX Coordinator  
34 and notice of the District grievance procedures and process, including how to report or file a  
35 complaint of sex discrimination, how to file a formal complaint of sexual harassment and how  
36 the District will respond. The District also posts the Title IX Coordinator's contact information  
37 and Title IX policies and procedures in a prominent location on the District website and in all  
38 handbooks made available by the District.

#### 39 40 Training Requirements

41  
42 The District ensures that Title IX Coordinators, investigators, decision-makers, and any person  
43 who facilitates an informal resolution process, receives training on the definition of sexual  
44 harassment, the scope of the District's education program or activity, how to conduct an  
45 investigation and grievance process including hearings, appeals and informal resolution  
46 processes, when applicable, and how to serve impartially including by avoiding prejudgment of

1  
2  
3  
4 the facts at issue, conflicts of interest and bias. The District also ensures that decision-makers  
5 and investigators receive training on issues of relevance of questions and evidence, including  
6 when questions and evidence about the complainant’s sexual predisposition or prior sexual  
7 behavior are not relevant as set forth in the formal procedures that follow, and training on any  
8 technology to be used at a live hearing, if applicable. Investigators also receive training on  
9 issues of relevance to create an investigative report that fairly summarizes relevant evidence. All  
10 materials used to train individuals who receive training under this section must not rely on sex  
11 stereotypes and must promote impartial investigations and adjudications of formal complaints of  
12 sexual harassment and are made publicly available on the District’s website.

13  
14 Conflict of Interest and Bias

15  
16 The District ensures that Title IX Coordinators, investigators, decision-makers, and any person  
17 who facilitates an informal resolution process do not have a conflict of interest or bias for or  
18 against complainants or respondents generally or an individual complainant or respondent.

19  
20 Determination of Responsibility

21  
22 The individual who has been reported to be the perpetrator of conduct that could constitute  
23 sexual harassment is presumed not responsible for alleged conduct. A determination regarding  
24 responsibility will be made by the decision-maker at the conclusion of the investigation in  
25 accordance with the process outlined in Policy 5012P. No disciplinary sanctions will be imposed  
26 unless and until a final determination of responsibility is reached.

27  
28 Cross Reference: Policy 5010 - Equal Employment and Non-Discrimination  
29 Policy 5012P – Sexual Harassment Procedures

30  
31  
32 Legal References: Art. X, Sec. 1, Montana Constitution – Educational goals and duties  
33 §§ 49-3-101, et seq., MCA Montana Human Rights Act  
34 Civil Rights Act, Title VI; 42 USC 2000d et seq.  
35 Civil Rights Act, Title VII; 42 USC 2000e et seq.  
36 Education Amendments of 1972, Title IX; 20 USC 1681 et seq.  
37 34 CFR Part 106 Nondiscrimination on the basis of sex in  
38 education programs or activities receiving  
39 Federal financial assistance  
40 10.55.701(1)(f), ARM Board of Trustees  
41 10.55.719, ARM Student Protection Procedures  
42 10.55.801(1)(a), ARM School Climate

2 **Sexual Harassment Reporting/Intake Form for Employees**

3 This form is not required. Complaints may be submitted in any manner noted in Policy 5012. The form may be used by the  
4 Title IX Coordinator to document allegations.

5  
6 School \_\_\_\_\_ Date \_\_\_\_\_

7  
8 Employee's name \_\_\_\_\_

9  
10 • Who was responsible for the harassment or incident(s)? \_\_\_\_\_

11  
12  
13 • Describe the incident(s). \_\_\_\_\_

14  
15  
16  
17 • Date(s), time(s), and place(s) the incident(s) occurred. \_\_\_\_\_

18  
19  
20  
21 • Were other individuals involved in the incident(s)?  yes  no  
22 If so, name the individual(s) and explain their roles. \_\_\_\_\_

23  
24  
25  
26  
27 • Did anyone witness the incident(s)?  yes  no  
28 If so, name the witnesses. \_\_\_\_\_

29  
30  
31  
32  
33 • Did you take any action in response to the incident?  yes  no  
34 If yes, what action did you take? \_\_\_\_\_

35  
36  
37  
38  
39 • Were there any prior incidents?  yes  no  
40 If so, describe any prior incidents. \_\_\_\_\_

41  
42  
43  
44 Signature of complainant \_\_\_\_\_

45  
46 *Retaliation is prohibited by federal law and district policy. The identity of the individual signing this form will*  
47 *remain confidential in accordance with law and policy.*

Scobey K-12 Schools

Adopted on: 10/12/20

Reviewed on

Revised on: 8/9/21

5012P - R

PERSONNEL

Sexual Harassment Grievance Procedure - Employees

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

Definitions

The following definitions apply for Title IX policies and procedures:

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

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

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

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

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

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

District Requirements

1  
2  
3  
4 When the District has actual knowledge of sexual harassment in an education program or activity  
5 of the District, the District will respond promptly in a manner that is not deliberately indifferent.  
6 When the harassment or discrimination on the basis of sex does not meet the definition of sexual  
7 harassment, the Title IX Coordinator will direct the individual to the applicable sex  
8 discrimination bullying and harassment policy, or public complaint procedure for investigation.  
9

10 The District treats individuals who are alleged to be the victim (Complainant) and perpetrator  
11 (Respondent) of conduct that could constitute sexual harassment equitably by offering supportive  
12 measures. Supportive measures are designed to restore or preserve equal access to the District's  
13 education program or activity without unreasonably burdening the other party, including  
14 measures designed to protect the safety of all parties or the District's educational environment, or  
15 deter sexual harassment. Supportive measures may include counseling, extensions of deadlines  
16 or other course-related adjustments, modifications of work or class schedules, mutual restrictions  
17 on contact between the parties, leaves of absence, increased security and monitoring of certain  
18 areas of the District's property, campus escort services, changes in work locations and other  
19 similar measures.  
20

21 The Title IX Coordinator is responsible for coordinating the effective implementation of  
22 supportive measures. Upon the receipt of a complaint, the Title IX Coordinator must promptly  
23 contact the Complainant to discuss the availability of supportive measures, consider the  
24 Complainant's wishes with respect to supportive measures, inform the Complainant of the  
25 availability of supportive measures with or without the filing of a formal complaint, and explain  
26 to the Complainant the process for filing a formal complaint. If the District does not provide the  
27 Complainant with supportive measures, then the District must document the reasons why such a  
28 response was not clearly unreasonable in light of the known circumstances.  
29

### 30 Timelines

31  
32 The District has established reasonably prompt time frames for the conclusion of the grievance  
33 process, including time frames for filing and resolving appeals and informal resolution processes.  
34 The grievance process may be temporarily delayed or extended for good cause. Good cause may  
35 include considerations such as the absence of a party, a party's advisor, or a witness; concurrent  
36 law enforcement activity; or the need for language assistance or accommodation of disabilities.  
37 In the event the grievance process is temporarily delayed for good cause, the District will provide  
38 written notice to the Complainant and the Respondent of the delay or extension and the reasons  
39 for the action.  
40

### 41 Response to a Formal Complaint

42  
43 At the time of filing a formal complaint, a Complainant must be participating in or attempting to  
44 participate in the education program or activity of the District with which the formal complaint is  
45 filed. A formal complaint may be filed with the Title IX Coordinator in person, by mail, by  
46 electronic mail, or other means designated by the District.  
47



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

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

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

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

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

#### Investigation of a Formal Complaint

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

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

#### Dismissal of Formal Complaints

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

1  
2  
3 The Title IX Coordinator also may dismiss the formal complaint or any allegations therein at any time  
4 during the investigation or hearing, if applicable, when any of the following apply:  
5

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

11 The District also may offer an appeal equally to both parties on additional bases.  
12

13 Upon dismissal, the Title IX Coordinator promptly sends written notice of the dismissal and the reasons  
14 for dismissal simultaneously to both parties. The grievance process will close in the event a notice of  
15 dismissal is provided to the parties. Support measures may continue following dismissal.  
16  
17

#### 18 Evidence Review

19 The District provides both parties an equal opportunity to inspect and review any evidence obtained as  
20 part of the investigation so that each party can meaningfully respond to the evidence prior to the  
21 conclusion of the investigation. The evidence provided by the District must include evidence that is  
22 directly related to the allegations in the formal complaint, evidence upon which the District does not  
23 intend to rely in reaching a determination regarding responsibility, and any inculpatory or exculpatory  
24 evidence whether obtained from a party or other source. Prior to completion of the investigative report,  
25 the Title IX Coordinator must send to each party and the party's advisor, if any, the evidence subject to  
26 inspection and review in an electronic format or a hard copy. The parties have 10 calendar days to submit  
27 a written response to the Title IX Coordinator, which the investigator will consider prior to completion of  
28 the investigative report.  
29  
30

#### 31 Investigative Report

32 The investigator must prepare an investigative report that fairly summarizes relevant evidence and send  
33 the report to the Title IX Coordinator. The Title IX Coordinator must send to each party and the party's  
34 advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written  
35 response. The parties have 10 calendar days to submit a written response to the Title IX Coordinator.  
36  
37

#### 38 Decision-Maker's Determination

39 The investigative report is submitted to the decision-maker. The decision-maker cannot be the same  
40 person(s) as the Title IX Coordinator or the investigator. The decision-maker cannot hold a hearing or  
41 make a determination regarding responsibility until 10 calendar days from the date the Complainant and  
42 Respondent receive the investigator's report.  
43  
44

45 Prior to reaching a determination regarding responsibility, the decision-maker must afford each  
46 party the opportunity to submit written, relevant questions that a party wants asked of any party  
47  
48  
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50

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2  
3 or witness, provide each party with the answers, and allow for additional, limited follow-up  
4 questions from each party. Questions and evidence about the Complainant's sexual  
5 predisposition or prior sexual behavior are not relevant, unless such questions and evidence  
6 about the Complainant's prior sexual behavior are offered to prove that someone other than the  
7 Respondent committed the conduct alleged by the Complainant, or if the questions and evidence  
8 concern specific incidents of the Complainant's prior sexual behavior with respect to the  
9 Respondent and are offered to prove consent. Questions must be submitted to the Title IX  
10 Coordinator within three calendar days from the date the Complainant and Respondent receive  
11 the investigator's report.

12  
13 The decision-maker must issue a written determination regarding responsibility based on a  
14 preponderance of the evidence standard. The decision-maker's written determination must:

- 15  
16 1. Identify the allegations potentially constituting sexual harassment;
- 17  
18 2. Describe the procedural steps taken, including any notifications to the parties,  
19 interviews with parties and witnesses, site visits, methods used to gather evidence, and  
20 hearings held;
- 21  
22 3. Include the findings of fact supporting the determination;
- 23  
24 4. Draw conclusions regarding the application of any District policies and/or code of  
25 conduct rules to the facts;
- 26  
27 5. Address each allegation and a resolution of the complaint including a determination  
28 regarding responsibility, the rationale therefor, any recommended disciplinary  
29 sanction(s) imposed on the Respondent, and whether remedies designed to restore or  
30 preserve access to the educational program or activity will be provided by the District  
31 to the Complainant; and
- 32  
33 6. The procedures and permissible bases for the Complainant and/or Respondent to appeal  
34 the determination.

35  
36 A copy of the written determination must be provided to both parties simultaneously, and  
37 generally will be provided within 60 calendar days from the District's receipt of a formal  
38 complaint.

39  
40 The determination regarding responsibility becomes final either on the date that the District  
41 provides the parties with the written determination of the result of the appeal, if an appeal is  
42 filed, or if an appeal is not filed, the date on which an appeal would no longer be considered  
43 timely.

44  
45 Where a determination of responsibility for sexual harassment has been made against the  
46

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 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:

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2  
3 1. Provides to the parties a written notice disclosing:

- 4  
5 A. The allegations;
- 6  
7 B. The requirements of the informal resolution process including the circumstances  
8 under which it precludes the parties from resuming a formal complaint arising  
9 from the same allegations, provided, however, that at any time prior to agreeing to  
10 a resolution, any party has the right to withdraw from the informal resolution  
11 process and resume the Title IX formal complaint process with respect to the  
12 formal complaint; and
- 13  
14 C. Any consequences resulting from participating in the informal resolution process,  
15 including the records that will be maintained or could be shared.

16  
17 2. Obtains the parties' voluntary, written consent to the informal resolution process.

18  
19 The informal resolution process generally will be completed within 30 calendar days, unless the  
20 parties and the Title IX Coordinator mutually agree to temporarily delay or extend the process.  
21 The formal grievance process timelines are stayed during the parties' participation in the  
22 informal resolution process. If the parties do not reach resolution through the informal resolution  
23 process, the parties will resume the formal complaint grievance process, including timelines for  
24 resolution, at the point they left off.

25  
26 Recordkeeping

27  
28 The District must maintain for a period of seven years records of:

- 29  
30 1. Each sexual harassment investigation, including any determination regarding  
31 responsibility, any disciplinary sanctions imposed on the Respondent, and any remedies  
32 provided to the Complainant designed to restore or preserve equal access to the  
33 District's education program or activity;
- 34  
35 2. Any appeal and the result therefrom;
- 36  
37 3. Any informal resolution and the result therefrom; and
- 38  
39 4. All materials used to train Title IX Coordinators, investigators, decision-makers, and  
40 any person who facilitates an informal resolution process. The District must make  
41 these training materials publicly available on its website.

42  
43 The District must create, and maintain for a period of seven years, records of any actions,  
44 including any supportive measures, taken in response to a report or formal complaint of sexual  
45 harassment. In each instance, the District must document the basis for its conclusion that its  
46 response was not deliberately indifferent, and document that it has taken measures designed to  
47 restore or preserve equal access to the District's education program or activity.

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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

# Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

Revised on: 10/12/20

5015

PERSONNEL

Page 1 of 2

## Bullying/Harassment/Intimidation

The Board will strive to provide a positive and productive working environment. Bullying, harassment, or intimidation between employees or by third parties, are strictly prohibited and shall not be tolerated. This includes bullying, harassment, or intimidation via electronic communication devices.

### Definitions

- “Third parties” include but are not limited to coaches, school volunteers, parents, school visitors, service contractors, or others engaged in District business, such as employees of businesses or organizations participating in cooperative work programs with the District, and others not directly subject to District control at inter-district and intra-District athletic competitions or other school events.
- “District” includes District facilities, District premises, and non-District property if the employee is at any District-sponsored, District-approved, or District-related activity or function, such as field trips or athletic events, where the employee is engaged in District business.
- “Harassment, intimidation, or bullying” means any act that substantially interferes with an employee’s opportunities or work performance, that takes place on or immediately adjacent to school grounds, at any school-sponsored activity, on school-provided transportation, or anywhere such conduct may reasonably be considered to be a threat or an attempted intimidation of a staff member or an interference with school purposes or an educational function, and that has the effect of:
  - a. Physically harming an employee or damaging an employee’s property;
  - b. Knowingly placing an employee in reasonable fear of physical harm to the employee or damage to the employee’s property; or
  - c. Creating a hostile working environment.

### Reporting

All complaints about behavior that may violate this policy shall be promptly investigated. Any employee or third party who has knowledge of conduct in violation of this policy or feels he/she has been a victim of harassment, intimidation, or bullying in violation of this policy is encouraged to immediately report his/her concerns to the building principal or the District



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2  
3  
4 Administrator, who have overall responsibility for such investigations. Complaints against the  
5 building principal shall be filed with the Superintendent. Complaints against the Superintendent  
6 or District Administrator shall be filed with the Board, via written communication to the Board  
7 Chair.

8  
9 The complainant may be provided a summary of the findings of the investigation and, as  
10 appropriate, that remedial action has been taken.

### 11 12 Responsibilities

13  
14 The District Administrator shall be responsible for ensuring that notice of this policy is provided  
15 to staff and third parties.

16  
17 When an employee has actual knowledge that behavior is in violation of this policy is sexual  
18 harassment, the employee must contact the Title IX Coordinator. The Title IX sexual harassment  
19 grievance process will be followed, if applicable, prior to imposing any discipline that cannot be  
20 imposed without resolution of the Title IX process.

### 21 22 Consequences

23  
24 Staff whose behavior is found to be in violation of this policy will be subject to discipline up to  
25 and including termination of employment. Third parties whose behavior is found to be in  
26 violation of this policy shall be subject to appropriate sanctions as determined and imposed by  
27 the District Administrator or the Board. Individuals may also be referred to law enforcement  
28 officials.

### 29 30 Retaliation and Reprisal

31  
32 Retaliation is prohibited against any person who reports or is thought to have reported a  
33 violation, files a complaint, or otherwise participates in an investigation or inquiry. Such  
34 retaliation shall be considered a serious violation of Board policy, whether or not a complaint is  
35 substantiated. False charges shall also be regarded as a serious offense and will result in  
36 disciplinary action or other appropriate sanctions.

37  
38  
39 Legal Reference:      10.55.701(3)(g), ARM      Board of Trustees  
40                              10.55.801(1)(d), ARM      School Climate  
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46

# Scobey K-12 Schools

Adopted on: 02/19/90

Reviewed on:

5120

PERSONNEL

Revised on: 07/19/04, 06/06/17, 01/15/2020

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## Hiring Process and Criteria

The Superintendent is responsible for recruiting personnel, in compliance with Board policy, and for making hiring recommendations to the Board. The District will hire highly qualified personnel consistent with budget and staffing requirements and will comply with Board policy and state law on equal employment opportunities and veterans' preference. All applicants must complete a District application form to be considered for employment.

Every applicant must provide the District with written authorization for a criminal background investigation. The Superintendent will keep any conviction record confidential as required by law and District policy. The district will create a determination sheet from the criminal history record. The determination sheet will be kept on file at the District Office. The Criminal History Record with no disqualifiers will be shredded on site immediately after review. The Criminal History Record with disqualifiers will be retained on file at the District Office according to law. Every newly hired employee must complete an Immigration and Naturalization Service form, as required by federal law.

## Certification

The District requires its' contracted certified staff to hold valid Montana teacher or specialist certificates endorsed for the roles and responsibilities for which they are employed. Failure to meet this requirement shall be just cause for termination of employment. No salary warrants may be issued to a staff member, unless a valid certificate for the role to which the teacher has been assigned has been registered with the county superintendent within sixty (60) calendar days after a term of service begins. Every teacher and administrator under contract must bring their current, valid certificate to the personnel office at the time of initial employment, as well as at the time of each renewal of certification.

The personnel office will register all certificates, noting class and endorsement of certificates, and will update permanent records as necessary. The personnel office also will retain a copy of each valid certificate of a contracted certified employee in that employee's personnel file.

## Reference Checks

The Board authorizes the Superintendent or the Superintendent's designee to inquire of past employers about an applicant's employment on topics including but not limited to: title, role, reason for leaving, work ethic, punctuality, demeanor, collegiality, putting the interests of students first, and suitability for the position in the District. Responses to these inquiries should be documented and considered as part of the screening and hiring process.

Cross Reference: 5122 Fingerprints and Criminal Background Investigations

Legal Reference: § 20-4-202, MCA Teacher and specialist certification registration  
§ 39-29-102, MCA Point preference or alternative preference in initial hiring for certain applicants – substantially equivalent selection procedure

# Scobey School District

District Contact  
District Contact Position

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

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## 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 Scobey School District Applicant Background Check Procedure, the individual listed below:

---

Name	Date of Birth
------	---------------

- Meets eligibility criteria
- Does NOT meet eligibility criteria

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

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### Determination Completed By:

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Signature	Printed Name
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Title	Date
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# Scobey K-12 Schools

Adopted on: 01/15/2020

Reviewed on:

Revised on: 1/15/2020, 8/9/21

5120P

PERSONNEL

## Fingerprint Background Handling Procedure

## Federal Background Check Fingerprint and Information Handling Procedure

Who needs to be fingerprinted: All individuals 18 years of age or older to be volunteers or recommended for hire by the School District need to be fingerprinted under the National Child Protection Act and Volunteers for Children's Act (NCPA/VCA).

The School District will obtain a signed waiver from all applicants and provide written communication of Applicant Rights and Consent to Fingerprint Form at 5122F. Applicants shall also be provided the Applicant Privacy statement at 5120F. The Applicant Rights and Consent to Fingerprint Form will be kept on file for 5 years or for the length of employment, which ever is longer. The form will be filed in the employees Personnel File.

## Basis to Collect and Submit Fingerprints for Purposes of Federal Background Check

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

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

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

## LASO

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

## Access of CHRI

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

1  
2 Superintendent Principal, and the Business manager.

3  
4 Printed background checks are reviewed by the Business Manager (name) and a determination form is  
5 completed. If any adverse results are present on the background check, it is given to the Superintendent,  
6 and Principal for final determination of eligibility. (Entity Name) utilizes a determination form and the  
7 CHRI is then shredded.

#### 8 9 Determination Procedures

10  
11 Personnel staff that have been trained by CRISS and granted access to criminal history record information  
12 will receive the background results through their Montana State File Transfer account.

13 Results are reviewed for determination of eligibility to hire.

14 Any adverse reports are presented to the appropriate administrator for final approval.

15 Determination is noted on a determination form and kept in a locked file cabinet.

#### 16 17 Retention and Storage Procedure

18  
19 All criminal history record information is stored in a locked filing cabinet within the business office. Only  
20 authorized personnel, Superintendent, Principal, and the Business Manager as noted in this policy have  
21 access to this information. Only authorized personnel are present during the determination process when  
22 the criminal record is being reviewed. Boards will Select One Option:

23  
24 Printed CHRI is kept (for one year) and then destroyed Destruction Procedure outlined in this document.

25  
26 Dissemination Logs are maintained for a period of 3 years from the date of dissemination or between  
27 audits, and the Applicant Rights and Consent to Fingerprint form is maintained for at least five years or  
28 the length of employment, whichever is longer.

#### 29 30 31 Dissemination Procedure

32  
33 Applicants wishing to obtain a copy of their background report may make a request to the LASO. A  
34 current government photo identification must be presented at the time of the request. A copy of the  
35 background report is made and marked as a “copy” and provided to the applicant. The dissemination is  
36 then logged. Dissemination logs include, what record was shared, the date it was shared, the method of  
37 sharing, and the agency personnel that shared the record. The dissemination log is stored in a locked filing  
38 cabinet for at least 3 years or between audits, whichever is longer.

#### 39 40 Destruction Procedure

41  
42 At the end of the retention and storage period outlined in this document, all CHRI and related information  
43 is shredded in house by the Business Manager.

#### 44 45 Applicant procedures for challenging or correcting their record

46  
47 All applicants are given the opportunity to challenge or complete their record before a final determination  
48 is made.

49  
50 Applicants wishing to challenge their record are given a copy of the background report.

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

Policy and procedures for misuse of CHRI

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

Training Procedure

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

1 Scobey K-12 Schools

2

3 Adopted on: 02/19/90,

4 Reviewed on: 06/06/17

5 5121

6 PERSONNEL

7 Revised on: 07/19/04, 7/22/22

8

9

10 Applicability of Personnel Policies

11

12 Except where expressly provided to the contrary, personnel policies apply uniformly to the

13 employed staff of the District. However, where there is a conflict between terms of a collective

14 bargaining agreement and District policy, the law provides that the terms of the collective

15 bargaining agreement shall prevail for staff covered by that agreement.

16

17 Board policies will govern when a matter is not specifically provided for in an applicable

18 collective bargaining agreement.

19

20 Each personnel position in the District will be directed by a position description that delineates

21 the responsibilities of the employee. The employee will receive the position description with the

22 employment contract. Position descriptions are available upon request. The Board of Trustees

23 will regularly review the position descriptions.

24

25 Professional Development

26

27 If not otherwise addressed in the applicable collective bargaining agreements, the Board shall

28 establish an advisory committee to evaluate the District’s current school year professional

29 development plan; and develop and recommend a plan for the subsequent school year. The

30 advisory committee shall include, but not be limited to, trustees, administrators, and teachers. A

31 majority of the committee shall be teachers. Each school year the Board shall adopt a

32 professional development plan for the subsequent school year based on the recommendation of

33 the advisory committee that meets the requirements of ARM 10.55.714.

34

35 Legal Reference: § 39-31-102, MCA Chapter not limit on legislative authority

36 ARM 10.55.701(d) Board of Trustees

37 ARM 10.55.714 Professional Development

38



Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

Revised on:

5122

PERSONNEL

Fingerprints and Criminal Background Investigations

It is the policy of the Board that any finalist recommended for hire to a paid or volunteer position with the District involving regular unsupervised access to students in schools, as determined by the Superintendent, shall submit to a name-based and fingerprint criminal background investigation [national fingerprint-based criminal history record check] conducted by the appropriate law enforcement agency prior to consideration of the recommendation for employment or appointment by the Board.

Any requirement of an applicant to submit to a fingerprint background check shall be in compliance with the Volunteers for Children Act of 1998 and applicable federal regulations. If an applicant has any prior record of arrest or conviction by any local, state, or federal law enforcement agency for an offense other than a minor traffic violation, the facts must be reviewed by the Superintendent, who shall decide whether the applicant shall be declared eligible for appointment or employment in a manner consistent with the expectations and standards set by the board. Arrests resolved without conviction shall not be considered in the hiring process unless the charges are pending.

The following applicants for employment, as a condition for employment, will be required, as a condition of any offer of employment, to authorize, in writing, a name-based and fingerprint criminal background investigation:

- A certified teacher seeking full- or part-time employment with the District;
- An educational support personnel employee seeking full- or part-time employment with the District;
- An employee of a person or firm holding a contract with the District, if the employee is assigned to the District;
- A volunteer assigned to work in the District, who has regular unsupervised access to students; and
- Substitute teachers.\*

*\*The requirement to fingerprint non-licensed substitutes may be waived in whole or in part by the trustees, if the substitute has previous teaching or substitute teaching experience in an accredited public school in Montana prior to November 28, 2002 and who has continued to substitute yearly thereafter.*



## 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 notification<sup>1</sup> by \_\_\_\_\_ that your fingerprints will be used to check the criminal history records of the FBI.
- You must be provided, and acknowledge receipt of, an adequate Privacy Act Statement when you submit your fingerprints and associated personal information. This Privacy Act Statement should explain the authority for collecting your information and how your information will be used, retained, and shared.
- If you have a criminal history record, the officials making a determination of your suitability for employment, license, or other benefit must provide you the opportunity to complete or challenge the accuracy of the information in the record.
- The officials must advise you that the procedures for obtaining a change, correction, or updating of your criminal history record are set forth at Title 28, Code of Federal Regulations (CFR), Section 16.34.
- If you have a criminal history record, you should be afforded a reasonable amount of time to correct or complete the record (or decline to do so) before the officials deny you the employment, license, or other benefit based on information in the criminal history record.<sup>2</sup>

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.<sup>3</sup>

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](mailto: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

<sup>1</sup> Written notification includes electronic notification but excludes oral notification.

<sup>2</sup> See 28 CFR 50.12(b).

<sup>3</sup> 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  
Last

\_\_\_\_\_  
Middle

\_\_\_\_\_  
Maiden

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

Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

Revised on:

5125

PERSONNEL

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

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4 discrimination for making the report. Individuals are forbidden from preventing or interfering  
5 with whistle blowers who make good faith disclosures of misconduct.  
6

7 The Board or its agents will not discharge, discipline or otherwise penalize any employee  
8 because the employee or someone acting on the employee's behalf, reports, verbally or in  
9 writing, a violation or suspected violation of any state or federal law or regulation or any  
10 town/city ordinance or regulation to a public body, or because an employee is requested by a  
11 public body to participate in an investigation, hearing or inquiry held by that public body, or a  
12 court action. Further, the Board or its agents will not discharge, discipline or otherwise penalize  
13 any employee because the employee, or a person acting on his/her behalf, reports, verbally or in  
14 writing, to a public body, as defined in the statutes, concerning unethical practices,  
15 mismanagement or abuse of authority by the employer. This section does not apply when an  
16 employee knowingly makes a false report.

17 The District will exercise reasonable efforts to:

- 18
- 19 • investigate any complaints of retaliation or interference made by whistle blowers;
  - 20 • take immediate steps to stop any alleged retaliation; and
  - 21 • discipline any person associated with the District found to have retaliated against or  
22 interfered with a whistle blower.
- 23

24 The Board of Trustees considers violations of this policy to be a major offense that will result in  
25 disciplinary action, up to and including termination, against the offender, regardless of the  
26 offender's position within the District.  
27

28 The Board shall make this policy available to its staff by posting it on its website with its other  
29 District policies.  
30

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32  
33 Legal References: Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e-3(a)  
34 Age Discrimination in Employment Act, 29 U.S.C. §623 (d)  
35 Americans with Disabilities Act, 42 U.S.C. §12203(a) and (b)  
36 Fair Labor Standards Act, 29 U.S.C. §215(a)(3)  
37 Occupational Safety and Health Act, 29 U.S.C. §6660(c)  
38 Family and Medical Leave Act, 29 U.S.C. §2615  
39 National Labor Relations Act, 29 U.S.C. §158(a)  
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Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

Revised on:

5130

PERSONNEL

Staff Health

Medical Examinations

Through its overall safety program and various policies pertaining to school personnel, the Board will promote the safety of employees during working hours and assist them in the maintenance of good health. The Board will encourage all its employees to maintain optimum health through the practice of good health habits.

The Board may require physical examinations of its employees, under circumstances defined below. The District will maintain results of physical examinations in medical files separate from the employee’s personnel file and will release them only as permitted by law.

Physical Examinations

The District participates in a Pre-Placement Physical Program for all custodial and maintenance personnel and other positions deemed inclusive of this policy as determined by specific Board action. Subsequent to a conditional offer of employment in a position for which the District may require participation in a pre-placement physical but before commencement of work, the District may require an applicant to have a medical examination and to meet any other health requirements which may be imposed by the state. The District may condition an offer of employment on the results of such examination, if all employees who received a conditional offer of employment in the applicable job category are subject to such examination. The report shall certify the employee’s ability to perform the job-related functions of the position for which the employee is being considered. Such examination shall be used only to determine whether the applicant is able to perform with reasonable accommodation job-related functions.

All bus drivers, whether full-time, regular part-time, or temporary part-time, are required by state law to have a satisfactory medical examination before employment.

Communicable Diseases

If a staff member has a communicable disease and has knowledge that a person with compromised or suppressed immunity attends the school, the staff member must notify the school nurse or other responsible person designated by the Board of the communicable disease which could be life threatening to an immune-compromised person. The school nurse or other responsible person designated by the Board must determine, after consultation with and on the advice of public health officials, if the immune-compromised person needs appropriate accommodation to protect their health and safety.





# Scobey K-12 Schools

Adopted on: 02/19/90

Reviewed on:

5140

PERSONNEL

Revised on: 07/19/04, 06/06/17, 7/22/22

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## Classified Employment and Assignment

Employees designated as “classified” employees include all non-teaching positions or duties in the District.

Each newly hired classified employee will either be hired: (1) as a probationary employee, or (2) immediately be placed on a written contract for a specific term with a beginning and ending date, within the meaning of Section 39-2-912(2), MCA. Employees initially hired on a written contract for a specific term will have no expectation of continued employment beyond the current contract term, and in the absence of Board action to offer a subsequent contract, the employment will automatically conclude at the conclusion of the contract term.

For those employees hired as probationary employees, such employees will be required to complete a probationary period of six (6) months. The Board authorizes the Superintendent to extend the probationary period in a manner permitted by law. Any extension of the probationary period by the Superintendent, together with the original probationary period, may not exceed a total of 18 months. Leaves of absence by an employee for a period of more than 5 consecutive working days other than holidays or vacations during the probationary period will not be counted as part of the probationary period.

During the probationary period of employment, the employment may be terminated at the will of either the School District or the employee on notice to the other for any reason or no reason. Prior to the conclusion of the original or extended probationary period, the Superintendent will determine whether to retain the employee or make a recommendation to the Board for termination of probationary employment. If the employee is retained, the employee will be designated as one of the following types of employees depending on the factors noted.

Designation 1: If, before the probationary period concludes, the employee is placed on a written employment contract, the employment contract shall be a written contract of employment for a specific term with a beginning and ending date, within the meaning of Section 39-2-912(2), MCA. The employee will have no expectation of continued employment beyond the current contract term, and in the absence of Board action to offer a subsequent contract, the employment will automatically conclude at the conclusion of the contract term.

If the employee is issued subsequent contracts for a specific term following the initial contract, a probationary period will not apply. The employee will be subject to terms of the contract including the beginning and ending date, within the meaning of Section 39-2-912(2), MCA. The employee will have no expectation of continued employment beyond the current contract term, and in the absence of Board action to offer a subsequent contract, the employment will automatically conclude at the conclusion of the contract term.

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6 Designation 2: If, after the probationary period concludes, the employee is not placed on a  
7 written employment contract for a specific term, the employee's service to the District will be  
8 subject to the provisions in Title 39, Chapter 2, Part 9, MCA.  
9

10 Designation 3: If, after the probationary period concludes, the employee is subject to the  
11 provisions of a collective bargaining agreement, the employee's service to the District will be  
12 subject to the terms of the collective bargaining agreement within the meaning of Section 39-2-  
13 912, MCA.  
14

15 Subject to any applicable collective bargaining agreement, the District reserves the right to: (1)  
16 change employment conditions affecting an employee's duties, assignment, supervisor, or grade  
17 and/or (2) determine the salary and benefits for classified employees.  
18

19 Legal Reference: § 39-2-904, MCA Elements of wrongful discharge – presumptive  
20 probationary period

21 § 39-2-912, MCA Exemptions  
22  
23

Scobey K-12 Schools

Adopted on: 02/19/90

Reviewed on:

5210

PERSONNEL

Revised on: 07/19/04, 06/06/17

Assignments, Reassignments, Transfers

The Superintendent may assign, reassign, and/or transfer positions and duties of all staff. Teachers will be assigned at the levels and in the subjects for which they are licensed and endorsed, or for which they are enrolled in an internship as defined in ARM 10.55.602 and meet the requirements of ARM 10.55.607. The Superintendent will provide for a system of assignment, reassignment, and transfer of classified staff, including voluntary transfers and promotions. Nothing in this policy prevents reassignment of a staff member during a school year.

Classified Staff

The District retains the right of assignment, reassignment, and transfer. Written notice of reassignment or involuntary transfer will be given to the employee. The staff member will be given opportunity to discuss the proposed transfer or reassignment with the Superintendent.

Teaching

Notice of their teaching assignments relative to grade level, building, and subject area will be given to teachers before the beginning of the school year. All District employees assigned extracurricular activities as a contract obligation must honor this obligation as a condition of employment unless released from this responsibility by the Board.

Provisions governing vacancies, promotions, and voluntary or involuntary transfers may be found in negotiated agreements or employee handbooks.

- Legal Reference: *Bonner School District No. 14 v. Bonner Education Association, MEA-MFT, NEA, AFT, AFL-CIO, (2008) 2008 MT 9*
- § 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

Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

Revised on:

5213

PERSONNEL

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Vacancies

When the District determines that a vacancy exists, that vacancy may be posted in every school building or, during the summer, outside the office.

Vacancies may be advertised in-District only or they may be advertised in-District and through job service, Career Services at a college or university, local public advertising, and, where appropriate and if time permits, through a broader regional and/or national basis. A vacancy need not be advertised, as determined by the Superintendent.

Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

Revised on:

5220

PERSONNEL

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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

Scobey K-12 Schools

Adopted on: 02/19/90

Reviewed on:

5221

PERSONNEL

Revised on: 07/19/04, 06/06/17

Work Day

Length of Work Day - Certified Staff

The current collective bargaining agreement sets forth all conditions pertaining to the certified work day, preparation periods, lunches, etc. Arrival time shall generally be as directed by the principal or as stipulated in the agreement.

Length of Work Day - Classified Staff

The length of a work day for classified staff is governed by the number of hours for which the employee is assigned. A “full-time” employee shall be considered to be an eight-(8)-hour-per- day/forty-(40)-hour-per-week employee. The work day is exclusive of lunch but inclusive of breaks unless otherwise and specifically provided for by an individual contract. Supervisors will establish schedules. Normal office hours in the District will be 8:00 a.m. to 4:00 p.m.

Legal Reference:	29 U.S.C. §§ 201 to 219	Fair Labor Standards Act of 1985
	29 C.F.R. Part 516, <i>et seq.</i>	Records to be kept by employers
	§ 39-3-405, MCA	Overtime compensation
	§ 39-4-107, MCA	State and municipal governments, and school districts
	Admin. R. Mont.10.65.103(2)	Program of Approved Pupil Instruction-Related Days
	Admin. R. Mont. 24.16.101,	Wages and Hours
	Admin. R. Mont. 24.16.1006	Rest and Meal Periods

Scobey K-12 Schools

Adopted on:  
Reviewed on:  
Revised on: 1/23/17

5222 - R

PERSONNEL

Evaluation of Non-Administrative Staff

Each non-administrative staff member’s job performance will be evaluated by the staff member’s direct supervisor. Non-tenured certified staff shall be evaluated, at a minimum, on at least an annual basis. Tenured certified staff members may be evaluated according to the terms stated in the current collective bargaining agreement if applicable. The evaluation model shall be aligned with applicable district goals, standards of the Board of Public Education, and the district’s mentorship and induction program. It shall identify what skill sets are to be evaluated, include both summative and formative elements, and include an assessment of the educator’s effectiveness in supporting every student in meeting rigorous learning goals through the performance of the educator’s duties.

The supervisor will provide a copy of the completed evaluation to the staff member and will provide opportunity to discuss the evaluation. The original should be signed by the staff member and filed with the Superintendent. If the staff member refuses to sign the evaluation, the supervisor should note the refusal and submit the evaluation to the Superintendent.

Legal Reference: ARM 10.55.701(4)(a)(b) Board of Trustees

# Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

Revised on: 01/15/2020, 8/9/21

5223

PERSONNEL

Page 1 of 2

## Personal Conduct

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

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

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

Further, employees are expected to hold confidential all information deemed not to be for public consumption as determined by state law and Board policy. Employees also will respect the confidentiality of people served in the course of an employee's duties and use information gained in a responsible manner. The Board may discipline, up to and including discharge, any employee who discloses confidential and/or private information learned during the course of the employee's duties or learned as a result of the employee's participation in a closed (executive) session of the Board. Discretion should be used even within the school system's own network of communication and confidential information should only be communicated on a need to know basis. Employees shall not record or cause to be recorded a conversation by use of a hidden electronic or mechanical device which may include any combination of audio or video that reproduces a human conversation without the knowledge of all parties to the conversation.

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

## Firearms and Weapons

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

For the purposes of this policy, the term "firearm" means (A) any weapon which will or is designed to or



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3 may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of  
4 any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device pursuant to  
5 18 U.S.C. 921 (4). Such term does not include an antique firearm pursuant to 18 U.S.C. 921 (16).  
6

7 For purposes of this policy, “non-firearm weapon” means any object, device, or instrument designed as a  
8 weapon or through its use is capable of intimidating threatening or producing bodily harm or which may  
9 be used to inflict injury, including but not limited to air guns; pellet guns; BB guns; fake or facsimile  
10 weapons; all knives; blades; clubs; metal knuckles; nunchucks; throwing stars; explosives; fireworks;  
11 mace or other propellants; stun guns; ammunition; poisons; chains; arrows; and objects that have been  
12 modified to serve as a weapon.  
13

14 District administrators are authorized to appropriate action, as circumstances warrant, to enforce this  
15 section of the policy including but not limited to requesting the assistance of law enforcement in  
16 accordance with Montana law.  
17

18 For the purposes of this policy, “school property” means within school buildings, in vehicles used for  
19 school purposes, or on owned or leased school land or grounds. “Building” specifically means a  
20 combination of any materials, whether mobile, portable, or fixed, to form a structure and the related  
21 facilities for the use or occupancy by persons or property owned or leased by a local school district that  
22 are used for instruction or for student activities as specified in Section 50-60-101(2), MCA and Section  
23 45-8-361, MCA. The term is construed as though followed by the words "or part or parts of a building"  
24 and is considered to include all stadiums, bleachers, and other similar outdoor facilities, whether  
25 temporary or permanently fixed.  
26

27 This section does not apply to a law enforcement officer acting in the officer’s official capacity or an  
28 individual previously authorized by the Board of Trustees to possess a firearm or weapon in a school  
29 building.  
30

31 The Board of Trustees shall annually review this policy and update this policy as determined necessary by  
32 the trustees based on changing circumstances pertaining to school safety.  
33

34 Cross Reference: Professional Educators of Montana Code of Ethics  
35 5121 Applicability of Personnel Policies  
36 3311 Firearms and Weapons  
37 5232 Abused and Neglected Children  
38 4332 Conduct on School Property  
39

40 Legal Reference: § 20-1-201, MCA School officers not to act as agents  
41 Title 2, Chapter 2, Part 1 Standards of Conduct  
42 § 39-2-102, MCA What belongs to employer  
43 § 45-8-361, MCA Possession or allowing possession of  
44 a weapon in a school building  
45 § 45-5-501, MCA Definitions  
46 § 45-5-502, MCA Sexual Assault  
47 ARM 10.55.701(2)(d) Board of Trustees  
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Scobey K-12 Schools

Adopted on: 02/19/90  
Reviewed on: 06/06/17  
Revised on: 07/19/04

5224

PERSONNEL

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Political Activity

The Board recognizes its employees’ rights of citizenship, including but not limited to engaging in political activities. A District employee may seek an elective office, provided the employee does not campaign on school property during working hours, and provided all other legal requirements are met. The District assumes no obligation beyond making such opportunities available. An employee elected to office is entitled to take a leave of absence without pay, in accordance with the provisions of § 39-2-104, MCA.

No person, in or on District property, may attempt to coerce, command, or require a public employee to support or oppose any political committee, the nomination or election of any person to public office, or the passage of a ballot issue.

No District employee may solicit support for or in opposition to any political committee, the nomination or election of any person to public office, or the passage of a ballot issue, while on the job or in or on District property.

Nothing in this policy is intended to restrict the right of District employees to express their personal political views.

Legal Reference:	5 U.S.C. § 7321	Hatch Act
	§ 39-2-104, MCA	Mandatory leave of absence for employees holding public office
	§ 13-35-226, MCA	Unlawful acts of employers and employees

Scobey K-12 Schools

Adopted on: 04/19/93

Reviewed on:

5226

PERSONNEL

Revised on: 07/19/04, 06/06/17, 8/9/21

Drug-Free Workplace

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

- Unlawfully manufacturing, dispensing, distributing, possessing, using, or being under the influence of a controlled substance while on District premises or while performing work for the District, or;
- Distributing, consuming, using, possessing, or being under the influence of alcohol while on District premises or while performing work for the District.

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

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

As a condition of employment, each employee will:

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

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

- Provide each employee with a copy of the District drug- and alcohol-free workplace policy;
- Post notice of the District drug- and alcohol-free workplace policy in a place where other information for employees is posted;

- 3 • the aid of community and state agencies with drug and alcohol informational and  
4 rehabilitation programs, to provide information to District employees; and
- 5 • Inform employees of available drug and alcohol counseling, rehabilitation, reentry, and  
6 any employee-assistance programs.

#### 7 District Action Upon Violation of Policy

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

13  
14 The Board will take disciplinary action with respect to an employee convicted of a drug offense  
15 in the workplace, within thirty (30) days of receiving notice of a conviction.

16  
17 Should District employees be engaged in the performance of work under a federal contract or  
18 grant, or under a state contract or grant, the Superintendent will notify the appropriate state or  
19 federal agency from which the District receives contract or grant moneys of an employee's  
20 conviction, within ten (10) days after receiving notice of the conviction.

21  
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23  
24 Legal Reference: 41 U.S.C. §§ 702, 703, 706 Drug-free workplace requirements for  
25 Federal grant recipients  
26 *Johnson v. Columbia Falls Aluminum Company LLC*, 2009 MT 108N.  
27 50-46-320, MCA Limitations of Medical Marijuana Act  
28  
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Scobey K-12 Schools

Adopted on:  
Reviewed on: 1/23/17  
Revised on:

5228 - R

PERSONNEL

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Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers

The District will adhere to federal law and regulations requiring a drug and alcohol testing program for school bus and commercial vehicle drivers.

The program will comply with requirements of the Code of Federal Regulations, Title 49, §§ 382, *et seq.* The Superintendent will adopt and enact regulations consistent with federal regulations, defining the circumstances and procedures for testing.

Legal Reference: 49 U.S.C. §§ 45101, *et seq.* Alcohol and Controlled Substances Testing (Omnibus Transportation Employee Testing Act of 1991)  
49 C.F.R. Parts 40 (Procedures for Transportation Workplace Drug and Alcohol Testing Programs), 382 (Controlled substance and alcohol use and testing), and 395 (Hours of service of drivers)

Scobey K-12 Schools

Adopted on: 1/23/17  
Reviewed on:  
Revised on: 7/22/22

5228P - R

PERSONNEL

page 1 of 6

Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers

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

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

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

Pre-Employment Tests

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

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

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

Post-Accident Tests

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

- Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved loss of human life; or
- Who receives a citation within 8 hours of the occurrence under state or local law, for a moving traffic violation arising from the accident if the accident involved:
  - (i) Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
  - (ii) One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

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3       Disabling damage under the law means damage which precludes departure of a motor  
4       vehicle from the scene of the accident in its usual manner in daylight after simple  
5       repairs.  
6

7       Accidents will be reported to the Superintendent or designee immediately. Drivers shall make  
8       themselves readily available for testing, absent the need for immediate medical attention. No  
9       such driver shall use alcohol for eight (8) hours after the accident, or until after he/she undergoes  
10      a post-accident alcohol test, whichever occurs first. If an alcohol test is not administered within  
11      two (2) hours or if a drug test is not administered within thirty-two (32) hours, the District shall  
12      prepare and maintain records explaining why the test was not conducted. Tests will not be given  
13      if not administered within eight (8) hours after the accident for alcohol or within thirty-two (32)  
14      hours for drugs. Tests conducted by authorized federal, state, or local officials will fulfill post-  
15      accident testing requirements, provided they conform to applicable legal requirements and are  
16      obtained by the District. Breath tests will validate only the alcohol test and cannot be used to  
17      fulfill controlled substance testing obligations.  
18

#### 19      Random Tests

20  
21      Tests shall be conducted on a random basis at unannounced times throughout the year. Tests for  
22      alcohol shall be conducted just before, during, or just after the performance of safety-sensitive  
23      functions. The number of random alcohol tests annually must equal twenty-five percent (25%)  
24      of the average number of driver positions. The number of random drug tests annually must equal  
25      fifty percent (50%) of the average number of driver positions. Drivers shall be selected by a  
26      scientific random process, and each driver shall have an equal chance of being tested each time.  
27

#### 28      Reasonable Suspicion Tests

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30      Tests shall be conducted when a supervisor or District official trained in accordance with law has  
31      reasonable suspicion that the driver has violated the District's alcohol or drug prohibitions. This  
32      reasonable suspicion must be based on specific, contemporaneous, articulable observations  
33      concerning the driver's appearance, behavior, speech, or body odors. The observations may  
34      include indications of the chronic and withdrawal effects of controlled substances.  
35

36      Alcohol tests are authorized for reasonable suspicion only if the required observations are made  
37      during, just before, or just after the period of the work day when the driver must comply with  
38      alcohol prohibitions. An alcohol test may not be conducted by the person who determines that  
39      reasonable suspicion exists to conduct such a test. If an alcohol test is not administered within  
40      two (2) hours of a determination of reasonable suspicion, the District shall prepare and maintain  
41      a record explaining why this was not done. Attempts to conduct alcohol tests shall terminate  
42      after eight (8) hours.  
43

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

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2  
3 Enforcement

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

6  
7 Drivers who test positive for alcohol or drugs shall be subject to disciplinary action up to and  
8 including termination of employment.

9  
10 A driver who violates District prohibitions related to drugs and alcohol shall receive from the  
11 District the names, addresses, and telephone numbers of substance abuse professionals and  
12 counseling and treatment programs available to evaluate and resolve drug and alcohol-related  
13 problems. The employee shall be evaluated by a substance abuse professional who shall  
14 determine what help, if any, the driver needs in resolving such a problem. Any substance abuse  
15 professional who determines that a driver needs assistance shall not refer the driver to a private  
16 practice, person, or organization in which he/she has a financial interest, except under  
17 circumstances allowed by law.

18  
19 An employee identified as needing help in resolving a drug or alcohol problem shall be evaluated  
20 by a substance abuse professional to determine that he/she has properly followed the prescribed  
21 rehabilitation program and shall be subject to unannounced follow-up tests after returning to  
22 duty.

23  
24 Return-to-Duty Tests

25  
26 A drug or alcohol test shall be conducted when a driver who has violated the District's drug or  
27 alcohol prohibition returns to performing safety-sensitive duties.

28  
29 Employees whose conduct involved drugs cannot return to duty in a safety-sensitive function  
30 until the return-to-duty drug test produces a verified negative result.

31  
32 Employees whose conduct involved alcohol cannot return to duty in a safety-sensitive function  
33 until the return-to-duty alcohol test produces a verified result that meets federal and District  
34 standards.

35  
36 Follow-Up Tests

37  
38 A driver who violates the District's drug or alcohol prohibition and is subsequently identified by  
39 a substance abuse professional as needing assistance in resolving a drug or alcohol problem shall  
40 be subject to unannounced follow-up testing as directed by the substance abuse professional in  
41 accordance with law. Follow-up alcohol testing shall be conducted just before, during, or just  
42 after the time when the driver is performing safety-sensitive functions.

43  
44 Records

45  
46 Employee drug and alcohol test results and records shall be maintained under strict



1  
2  
3 confidentiality and released only in accordance with law. Upon written request, a driver shall  
4 receive copies of any records pertaining to his/her use of drugs or alcohol, including any records  
5 pertaining to his/her drug or alcohol tests. Records shall be made available to a subsequent  
6 employer or other identified persons only as expressly requested in writing by the driver.

7  
8 Notifications

9  
10 Each driver shall receive educational materials that explain the requirements of the Code of  
11 Federal Regulations, Title 49, Part 382, together with a copy of the District's policy and  
12 regulations for meeting these requirements. Representatives of employee organizations shall be  
13 notified of the availability of this information. The information shall identify:

- 14  
15 1. The person designated by the District to answer driver questions about the materials;
- 16  
17 2. The categories of drivers who are subject to the Code of Federal Regulations, Title 49,  
18 Part 382;
- 19  
20 3. Sufficient information about the safety-sensitive functions performed by drivers to make  
21 clear what period of the work day the driver is required to comply with Part 382;
- 22  
23 4. Specific information concerning driver conduct that is prohibited by Part 382;
- 24  
25 5. The circumstances under which a driver will be tested for drugs and/or alcohol under Part  
26 382;
- 27  
28 6. The procedures that will be used to test for the presence of drugs and alcohol, protect the  
29 driver and the integrity of the testing processes, safeguard the validity of test results, and  
30 ensure that test results are attributed to the correct driver;
- 31  
32 7. The requirement that a driver submit to drug and alcohol tests administered in accordance  
33 with Part 382;
- 34  
35 8. An explanation of what constitutes a refusal to submit to a drug or alcohol test and the  
36 attendant consequences;
- 37  
38 9. The consequences for drivers found to have violated the drug and alcohol prohibitions of  
39 Part 382, including the requirement that the driver be removed immediately from safety-  
40 sensitive functions and the procedures for referral, evaluation, and treatment;
- 41  
42 10. The consequences for drivers found to have an alcohol concentration of 0.02 or greater  
43 but less than 0.04;
- 44  
45 11. Information concerning the effects of drugs and alcohol on an individual's health, work,  
46 and personal life; signs and symptoms of a drug or alcohol problem (the driver's or a

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

12. The requirement that the following personal information collected and maintained under this part shall be reported to the Commercial Driver's License Drug and Alcohol Clearinghouse:
  - A. A verified positive, adulterated, or substituted drug test result;
  - B. An alcohol confirmation test with a concentration of 0.04 or higher;
  - C. A refusal to submit to any test required by law;
  - D. An employer's report of actual knowledge, as defined in law;
  - E. On duty alcohol use;
  - F. Pre-duty alcohol use;
  - G. Alcohol use following an accident;
  - H. Controlled substance use;
  - I. A substance abuse professional report of the successful completion of the return-to-duty process;
  - J. A negative return-to-duty test; and
  - K. An employer's report of completion of follow-up testing.

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

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

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

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

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29

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

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

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

Clearinghouse

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

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

1 Scobey K-12 Schools

2 Adopted on: 06/06/17

3 Reviewed on:

4 5230

5 PERSONNEL

6 Revised on: 8/9/21

7 Prevention of Disease Transmission

8 All District personnel shall be advised of routine procedures to follow in handling body fluids.  
9 These procedures, developed in consultation with public health and medical personnel, shall  
10 provide simple and effective precautions against transmission of diseases to persons exposed to  
11 the blood or body fluids of another. The procedures shall follow standard health and safety  
12 practices. No distinction shall be made between body fluids from individuals with a known  
13 disease or infection and from individuals without symptoms or with an undiagnosed disease.  
14

15 The District shall provide training on procedures on a regular basis. Appropriate supplies shall  
16 be available to all personnel, including those involved in transportation and custodial services.  
17

18 The District shall provide soap and disposable towels or other hand-drying devices shall be  
19 available at all handwashing sinks. Common-use towels are prohibited. The District shall provide  
20 sanitary napkin disposal in teachers' toilet rooms and nurses' toilet rooms. The District shall  
21 provide either sanitary napkin dispensers in the girls', nurses', and teachers' toilet rooms or some  
22 other readily available on-site access to sanitary napkins.  
23

24 If a staff member develops symptoms of any reportable communicable or infectious illness  
25 while at school, the responsible school officials shall do the following:  
26

- 27 (a) isolate the staff member immediately from students or staff
- 28 (b) consult with a physician, other qualified medical professional, or the local county  
29 health authority to determine if the case should be reported.  
30

31 Healthy Hand Hygiene Behavior

32 All staff and volunteers present in any school building shall engage in hand hygiene at the  
33 following times, which include but are not limited to:  
34

- 35 (a) Arrival to the facility and after breaks
- 36 (b) Before and after preparing, eating, or handling food or drinks
- 37 (c) Before and after administering medication or screening temperature
- 38 (d) After coming in contact with bodily fluid
- 39 (e) After recess
- 40 (f) After handling garbage
- 41 (g) After assisting students with handwashing
- 42 (h) After use of the restroom  
43  
44  
45

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

4  
5 Staff members shall supervise children when they use hand sanitizer and soap to prevent  
6 ingestion. Staff members shall place grade level appropriate posters describing handwashing  
7 steps near sinks.

8  
9 Confidentiality

10  
11 This policy in no way limits or adjusts the School District's obligations to honor staff privacy  
12 rights. All applicable district policies and handbook provision governing confidentiality of staff  
13 medical information remain in full effect.

14  
15 Legal Reference: 37.114.101, et seq., ARM Communicable Disease Control  
16 37.111.825, ARM Health Supervision and Maintenance  
17

Scobey K-12 Schools

Adopted on: 02/19/90

Reviewed on:

Revised on: 06/06/17

5231

PERSONNEL

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Personnel Records

The District maintains a complete confidential and permanent personnel record for every current and former employee. The employees' personnel records will be maintained in the District's administrative office, under the Superintendent's direct supervision. Employees will be given a copy of their personnel record upon request.

The District may release public information regarding the professional qualifications, degrees, and experience of teachers and the qualifications of paraprofessionals to parents upon request. Access to other information is governed by Policy 4340.

Personnel records must be kept for 10 years after separation of employment.

Cross Reference: 4340 Public Access to District Records

Legal Reference: Admin. R. Mont. 10.55.701(4) Board of Trustees  
No Child Left Behind Act of 2001, (Public Law 107-334)  
§ 20-1-212(2), MCA Destruction of records by school officer.  
§ 2-6-1001, MCA Definitions

Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

Revised on:

5231P

PERSONNEL

Personnel Records

The District shall maintain a cumulative personnel file in the administrative office for each of its employees. These records are not to leave the administrative office except as specifically authorized by the Superintendent, and then only by signed receipt. Payroll records are maintained separately.

Contents of Personnel Files

A personnel file may contain but is not limited to, documentation of discipline, transcripts from colleges or universities, information allowed by statute, a record of previous employment (other than college placement papers for periods beyond active candidacy for a position), evaluations, copies of contracts, and copies of letters of recommendation requested by an employee. All material in the personnel file must be related to the employee’s work, position, salary, or employment status in the District. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

All records obtained in the application and hiring process shall be maintained for at least two (2) years.

Legal Reference:	29 USC §§ 201, <i>et seq.</i>	Fair Labor Standards Act
	Admin. R. Mont. 24.9.805	Employment Records
	29 C.F.R. Part 516	Records to be kept by employers

# Scobey K-12 Schools

Adopted on:  
Reviewed on:

5232

PERSONNEL

Revised on: 06/06/17, 01/15/2020, 8/8/22

## Abused and Neglected Child Reporting

A District employee who has reasonable cause to suspect, as a result of information they receive in their professional or official capacity, that a child is abused, neglected or subject to sex trafficking by anyone regardless of whether the person suspected of causing the abuse or neglect is a parent or other person responsible for the child's welfare, shall report the matter promptly to the Department of Public Health and Human Services and local law enforcement. Child abuse or neglect means actual physical or psychological harm to a child, exposure to and abandonment. This definition includes sexual abuse and sexual contact by or with a student. The obligation to report suspected child abuse or neglect also applies to actual or attempted sexual or romantic contact between a student and a staff member.

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

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

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

When a District employee makes a report, the DPHHS may share information with that individual or others as permitted by law. Individuals in the District who receive information related to a report of child abuse or neglect shall maintain the confidentiality of the information.

Cross Reference: Policy 5223 – Personal Conduct  
Policy 3225- Sexual Harassment of Students

Legal Reference: § 41-3-201, MCA Reports  
§ 41-3-202, MCA Action on reporting  
§ 41-3-203, MCA Immunity from liability  
§ 41-3-205, MCA Confidentiality – disclosure exceptions  
§ 41-3-207, MCA Penalty for failure to report  
§ 45-5-501, MCA Definitions  
§ 45-5-502, MCA Sexual Assault

Legal Reference: § 41-3-201, MCA Reports  
§ 41-3-202, MCA Action on reporting  
§ 41-3-203, MCA Immunity from liability  
§ 41-3-205, MCA Confidentiality – disclosure exceptions  
§ 41-3-207, MCA Penalty for failure to repor



Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

Revised on:

5232F

PERSONNEL

**Scobey School District**  
**Report of Suspected Child Abuse or Neglect**  
Hot Line Number – 866-820-5437

Original to: Department of Public Health and Human Services

Copy to: Principal

From: \_\_\_\_\_ Title: \_\_\_\_\_

School: \_\_\_\_\_ Phone: \_\_\_\_\_

Persons contacted:  Principal  Teacher  School Nurse  Other \_\_\_\_\_

Name of Minor: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Date of Report: \_\_\_\_\_ Attendance Pattern: \_\_\_\_\_

Father: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Mother: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Guardian or  
Stepparent: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Any suspicion of injury/neglect to other family members: \_\_\_\_\_

Nature and extent of the child's injuries, including any evidence of previous injuries, and any other information which may be helpful in showing abuse or neglect, including all acts which lead you to believe the child has been abused or neglected: \_\_\_\_\_

Previous action taken, if any: \_\_\_\_\_

Follow-up by Department of Public Health and Human Services (DPHHS to complete and return copy to the Superintendent):

Date Received: \_\_\_\_\_ Date of Investigation: \_\_\_\_\_

Scobey K-12 Schools

Adopted on: 04/26/04

Reviewed on:

Revised on: 06/06/17

5250

PERSONNEL

Termination from Employment, Non-Renewal of Employment

The Board, after receiving the recommendations of the Superintendent, will determine the non-renewal or termination of certified and classified staff, in conformity with state statutes and applicable District policy.

Cross Reference: 5140 Classified Employment and Assignment  
5255 Disciplinary Action

Legal Reference: § 20-3-324(2), MCA Trustee Powers and Duties  
§ 20-4-204, MCA Termination of tenure teacher services  
§ 20-4-206, MCA Notification of nontenure teacher reelection – acceptance – termination.  
§ 20-4-207, MCA Dismissal of teacher under contract  
§ 39-2-912, MCA Exemptions to Wrongful Discharge from Employment Act

Scobey K-12 Schools

Adopted on: 1/23/17

Reviewed on:

Revised on:

5251

PERSONNEL

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Resignations

The Board authorizes the Superintendent to accept on its behalf resignations from any District employee. The Superintendent shall provide written acceptance of the resignation, including the date of acceptance, to the employee, setting forth the effective date of the resignation.

Once the Superintendent has accepted the resignation, it may not be withdrawn by the employee. The resignation and its acceptance should be reported as information to the Board at the next regular or special meeting.

Legal Reference: *Booth v. Argenbright*, 225 Mont. 272, 731 P.2d 1318 (1987)

Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

Revised on:

5254

PERSONNEL

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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).

The member must file a written application with the PERS Board to purchase all or a portion of the employment for service credit and membership service. The application must include salary information certified by the member's employer or former employer.

The District has the option to pay, or not to pay, the employer's contributions due on previous service and the option to pay, or not to pay, the outstanding interest due on the employer's contributions for the previous service.

It is the policy of this District to not pay the employer's contributions due on previous service.

It is also the policy of this District to not pay the outstanding interest due on the employer's contributions for the previous service.

This policy will be applied indiscriminately to all employees and former employees of this District.

[OPTIONAL: Use if the District is not paying the employer's contributions due on previous service.] If the District opts to not pay the employer's contributions due on previous service and/or the outstanding interest due on the employer's contributions for previous service, then the employee shall pay the amount not paid by the employer in order to receive service credit and membership service for the period of employment.

Legal Reference: § 19-3-505, MCA Purchase of previous employment with employer

1 Scobey K-12 Schools

2  
3 Adopted on: 06/06/17

4 Reviewed on:

5 5254F

6 PERSONNEL

7 Revised on:

8 **I. Section 19-3-505, MCA**

9 **Payment of Employer Contributions and Interest on Previous Service**

10 A Public Employees' Retirement System (PERS) member may purchase (1) all or a  
11 portion of the member's employment with an employer prior to the time the employer entered  
12 into a contract for PERS coverage and (2) all or a portion of the member's employment for which  
13 optional PERS membership was declined (both of which are known as previous service). PERS  
14 employers must establish policies regarding payment of employer contributions and employer  
15 interest due for the previous service being purchased by an employee. The policy must be  
16 applied indiscriminately to all employees and former employees. Thus, it is our policy to:

17  
18  
19 not pay the employer's contributions due on previous service.

20  
21 and to:

22 not pay the outstanding interest due on the employer's  
23 contributions for the previous service.

24  
25 **II. Section 19-3-504, MCA**

26 **Payment of Interest on Employer Contributions for Workers' Compensation Time**

27  
28 A PERS member may purchase time during which the member is absent from service  
29 because of an employment-related injury entitling the member to workers' compensation  
30 payments. PERS employers are required to pay employer contributions and must establish a  
31 policy for the payment of interest on employer contributions due for the workers' compensation  
32 time being purchased by an employee. The policy regarding payment of interest must be applied  
33 to all employees similarly situated. Thus, it is our policy to:

34 \_\_\_\_\_ pay the outstanding interest due on the employer's contributions  
35 for the employee's purchase of workers' compensation time; OR

36 \_\_\_\_\_ not pay the outstanding interest due on the employer's contributions  
37 for the employee's purchase of workers' compensation time.

38  
39 NAME OF EMPLOYER \_\_\_\_\_

40 Signature of Officer: \_\_\_\_\_

41 Printed Name: \_\_\_\_\_

42 Title of Officer: \_\_\_\_\_

43 Dated: \_\_\_\_\_, 20\_\_\_\_.

Scobey K-12 Schools

Adopted on: 02/19/90

Reviewed on:

Revised on: 06/06/17

5255

PERSONNEL

Disciplinary Action

District employees who fail to fulfill their job responsibilities or to follow reasonable directions of their supervisors, or who conduct themselves on or off the job in ways that affect school operations, may be subject to discipline. Behavior, conduct, or action that may call for disciplinary action or dismissal includes but is not limited to reasonable job-related grounds based on a failure to satisfactorily perform job duties, disruption of the District’s operation, or other legitimate reasons.

Discipline will be reasonably appropriate to the circumstance and will include but not be limited to a supervisor’s right to reprimand an employee and the Superintendent or building principal’s right to suspend an employee, without pay, or to impose other appropriate disciplinary sanctions. Disciplinary sanctions, including all forms of reprimands, will be documented and placed in the employees personnel file accordance with Policy 5231. In accordance with Montana law, only the Board may terminate an employee or non-renew employment.

The Superintendent or building principal is authorized to immediately suspend a staff member, with pay, in a non-disciplinary manner.

Cross Reference	Policy 5250	Termination from Employment/Non-Renewal of Employment
Legal Reference:	§ 20-3-324, MCA	Powers and duties
	§ 20-4-204, MCA	Termination of tenure teacher services
	§ 20-4-207, MCA	Dismissal of teacher under contract
	§ 39-2-903, MCA	Definitions
	§ 45-8-361, MCA	Possession or allowing possession of a weapon in school building – exceptions – penalties – seizure and forfeiture or return authorized – definitions.

Scobey K-12 Schools

Adopted on:  
Reviewed on:

5256

PERSONNEL

Revised on: 06/06/17, 08/19/19

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Reduction in Force

The Board has exclusive authority to determine the appropriate number of employees. A reduction in employees may occur as a result of but not be limited to changes in the education program, staff realignment, changes in the size or nature of the student population, financial considerations, or other reasons deemed relevant by the Board.

The Board will follow the procedure stated in the current collective bargaining agreement, if applicable, when considering a reduction in force. The reduction in employees, will generally be accomplished through normal attrition when possible. The Board may terminate employees, if normal attrition does not meet the required reduction in force.

If no collective bargaining agreement covers the affected employee, the Board will consider needs of the students, employee performance evaluations, staff needs, and other reasons it deems relevant, in determining order of dismissal when it reduces staff or discontinues some type of educational service.

Cross Reference: 5250 Termination from Employment, Non-Renewal of Employment

Legal Reference: § 39-2-912, MCA Exceptions

# Scobey K-12 Schools

Adopted on: 02/19/90

Reviewed on:

Revised on: 06/06/17, 7/22/22

5314

## PERSONNEL

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### Substitutes

The Board will regularly approve a list of acceptable substitutes for classified and certified staff that meet the guidelines as prescribed in this policy. Appearance on the substitute list authorizes the administration to call upon a substitute to temporarily work for the District, but does not guarantee employment.

All substitute employees will be required to undergo fingerprint and background checks. All substitute employees are subject to District Policies during their term of service to the District. All substitute employees shall abide by student and staff confidentiality standards during their term of service to the District.

### Substitute Certified Staff

The Board authorizes the use of substitute teachers that appear on the list to replace teachers who are temporarily absent. The principal shall arrange for the substitute to work for the absent teacher. Under no condition is a teacher to select or arrange for their own substitute. A substitute teacher may be employed to carry on a teacher's duties not to exceed 35 consecutive teaching days.

If the absence of the regular, licensed or authorized teacher continues for more than 35 consecutive teaching days, the board of trustees shall place a licensed teacher under contract or seek an emergency authorization of employment.

The Board annually establishes a daily rate of pay for substitute teachers. No fringe benefits are given to substitute teachers.

### Substitutes for Classified Staff

The Board authorizes the use of substitute employees that appear on the list to replace classified employees who are temporarily absent. The principal shall arrange for the substitute to work for the absent employee. Under no condition is an employee to select or arrange for their own substitute.

Substitutes for classified positions will be paid by the hour. When a classified employee is called upon to substitute for a teacher, the teacher sub rate shall apply unless the classified rate of pay is higher.

All substitutes are subject to District Policies during their term of service to the District. All substitutes shall abide by student and staff confidentiality standards during their term of service to the district.

Legal Reference:	10.55.716, ARM	Substitute teachers
	10.57.107, ARM	Emergency Authorization of Employment



Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

Revised on: 7/22/22

5321

PERSONNEL

Leaves of Absence

Sick and Bereavement Leave

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

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

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

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

It is understood that seniority will accumulate while a teacher or employee is utilizing sick leave

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4 credits. Seniority will not accumulate, unless an employee is in a paid status. Abuse of sick leave  
5 is cause for disciplinary action up to and including termination of employment. The  
6 administration is authorized to request documentation or evidence supporting a leave request.

7  
8 Immediate family is defined as an employee's spouse and any member of the employee's  
9 household, or any parent, child, grandparent, grandchild, or corresponding in-law.

#### 10 11 Personal and Emergency Leave

12  
13 Teachers will be granted personal and emergency leave according to terms of the current  
14 collective bargaining agreement. Upon recommendation of the Superintendent, and in  
15 accordance with law and District policy, classified staff may be granted personal leave pursuant  
16 to the following conditions:

- 17  
18 1. Leave will be without pay unless otherwise stated. If leave is to include expenses payable  
19 by the District, leave approval will so state.
- 20  
21 2. Leave will be granted only in units of half (½) or full days.
- 22  
23 3. Notice of at least one (1) week is required for any personal leave of less than one (1) week;  
24 notice of one (1) month is required for any personal leave exceeding one (1) week.
- 25  
26 4. With approval of the Board, the Superintendent has the flexibility, in unusual or exceptional  
27 circumstances, to grant personal leave to employees not covered by sick or annual leave.  
28 The employee will not receive fringe benefits during any personal leave of greater than  
29 fifteen (15) days. During the leave, the employee may pay the District's share of any  
30 insurance benefit program in order to maintain those benefits, provided that is acceptable to  
31 the insurance carrier. Staff using personal leave will not earn any sick leave or annual leave  
32 credits or any other benefits during the approved leave of absence.

#### 33 34 Civic Duty Leave

35  
36 Leaves for service on either a jury or in the Legislature will be granted in accordance with state  
37 and federal law.

38  
39 An employee who is summoned to jury duty or subpoenaed to serve as a witness may elect to  
40 receive regular salary or to take annual leave during jury time. An employee who elects not to  
41 take annual leave, however, must remit to the District all juror and witness fees and allowances  
42 (except for expenses and mileage). The District may request the court to excuse an employee  
43 from jury duty, when an employee is needed for proper operation of the school.

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Legal Reference:	42 U.S.C §2000e	Equal Employment Opportunities
	§ 2-18-601(15), MCA	Definitions
	§ 2-18-618, MCA	Sick leave
	§ 2-18-619, MCA	Jury Duty – Service as Witness
	§ 39-2-104, MCA	Mandatory Leave of Absence for employees
		Holding public office
	§ 49-2-310, MCA	Maternity leave – unlawful acts of employers
	§ 49-2-311, MCA	Reinstatement to job following pregnancy- related leave of absence

Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

Revised on:

5321P

PERSONNEL

Conditions for Use of Leave

Certified staff may use sick leave for those instances listed in the current collective bargaining agreement. Classified staff may use sick leave for illness; injury; medical disability; maternity-related disability, including prenatal care, birth, miscarriage, or abortion; parental leave for a permanent employee as provided in § 2-18-606, MCA; quarantine resulting from exposure to contagious disease; medical, dental, or eye examination or treatment; necessary care of or attendance to an immediate family member or, at the District’s discretion, another relative for the above reasons until other attendants can reasonably be obtained; and death or funeral attendance for an immediate family member. Leave without pay may be granted to employees upon the death of persons not included in this list.

Accrual and Use of Sick Leave Credits

Certified employees will accrue and may use their sick leave credits according to the current collective bargaining agreement.

Classified employees serving in positions that are permanent full-time, seasonal full-time, or permanent part-time are eligible to earn sick leave credits, which will accrue from the first (1<sup>st</sup>) day of employment. A classified employee must be employed continuously for a qualifying period of ninety (90) calendar days in order to use sick leave. Unless there is a break in service, an employee only serves the qualifying period once. After a break in service, an employee must again complete the qualifying period to use sick leave. Sick leave may not be taken in advance nor may leave be taken retroactively. A seasonal classified employee may carry over accrued sick leave credits to the next season if management has a continuing need for the employee or, alternatively, may be paid a lump sum for accrued sick leave credits when the season ends.

Employees, whether classified or certified, simultaneously employed in two (2) or more positions, will accrue sick leave credits in each position according to the number of hours worked or a proration of the contract (in the case of certified) worked. Leave credits will be used only from the position in which the credits were earned and with approval of the supervisor or appropriate authority for that position. Hours in a pay status paid at the regular rate will be used to calculate leave accrual. Sick leave credits will not accrue for those hours exceeding forty (40) hours in a workweek, which are paid as overtime hours or recorded as compensatory time. A full-time employee will not earn less than nor more than the full-time sick leave accrual rate provided classified employees.

When an employee who has not worked the qualifying period for use of sick leave takes an approved continuous leave of absence without pay in excess of fifteen (15) working days, the amount of time an employee is on leave of absence will not count toward completion of the qualifying period. The approved leave of absence exceeding fifteen (15) working days is not a

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4 break in service, and the employee will not lose any accrued sick leave credits nor lose credit for time  
5 earned toward the qualifying period. An approved continuous leave of absence without pay of  
6 fifteen (15) working days or less will be counted as time earned toward the ninety-(90)-day  
7 qualifying period.

8  
9 Calculation of Sick Leave Credits

10  
11 Certified employees will earn sick leave credits at the rate stated in the current collective bargaining  
12 agreement.

13  
14 Full-time classified employees will earn sick leave credits at the rate of twelve (12) working days for  
15 each year of service. Sick leave credits will be prorated for part-time employees who have worked  
16 the qualifying period. The payroll office will refine this data by keeping records per hour worked.

17  
18 Sick Leave Banks

19  
20 Donation of sick leave credits to and use of sick leave credits in the sick leave bank are governed by  
21 terms of the current collective bargaining agreement.

22  
23 Lump-Sum Payment on Termination of Classified Employees

24  
25 When a classified employee terminates employment with the District, the employee is entitled to  
26 cash compensation for one-fourth (¼) of the employee's accrued and unused sick leave credits,  
27 provided the employee has worked the qualifying period. The value of unused sick leave is  
28 computed based on the employee's salary rate at the time of termination.

29  
30 Industrial Accident

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32 An employee who is injured in an industrial accident may be eligible for workers' compensation  
33 benefits. Use of sick leave must be coordinated with receipt of workers' compensation benefits  
34 on a case-by-case basis, by contacting the Montana Schools Group Workers' Compensation Risk  
35 Retention Program (WCRRP).

36  
37 Sick Leave Substituted for Annual Leave

38  
39 A classified employee who qualifies for use of sick leave while taking approved annual vacation  
40 leave, may be allowed to substitute accrued sick leave credits for annual leave credits. Medical  
41 certification of the illness or disability may be required.

42  
43 Legal Reference:       § 2-18-601(15), MCA       Definitions  
44                               § 2-18-618, MCA           Sick Leave

Scobey K-12 Schools

Adopted on: 06/06/17

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5322

PERSONNEL

Military Leave

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

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

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

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

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

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

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

Legal Reference:	38 U.S.C. §§ 4301-4334	The Uniformed Services Employment and Reemployment Act of 1994
	§10-1-1004, MCA	Rights under federal law
	§10-1-1005, MCA	Prohibition against employment discrimination
	§10-1-1006, MCA	Entitlement to leave of absence
	§10-1-1007, MCA	Right to return to employment without loss of benefits – exceptions – definition
	§10-1-1009, MCA	Paid military leave for public employees

Scobey K-12 Schools

Adopted on: 1/23/17

Reviewed on:

Revised on: 8/9/21

5325 - R

PERSONNEL

Breastfeeding in the School and Workplace

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

The District shall provide reasonable unpaid break time each day to an employee who needs to express milk for a child. The District is not required to provide break time if to do so would unduly disrupt the District’s operations. Supervisors are encouraged to consider flexible schedules when accommodating employees’ needs. Building administrators are authorized to work with teachers to provide students necessary time to express milk for a child.

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

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

Scobey K-12 Schools

Adopted on: 4/2/20

Reviewed on:

Revised on:

5328 – R

PERSONNEL

page 1 of 2

Family Medical Leave

In accordance with provisions of the Family Medical Leave Act of 1993 (FMLA), a leave of absence of up to twelve (12) weeks during a twelve-(12)-month period may be granted to an eligible employee for the following reasons: 1) birth of a child; 2) placement of a child for adoption or foster care; 3) a serious health condition which makes the employee unable to perform functions of the job; 4) to care for the employee’s spouse, child, or parent with a serious health condition; 5) because of a qualifying exigency (as the Secretary shall, by regulation, determine) arising out of the fact that the spouse or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

Service member Family Leave

Subject to Section 103 of the FMLA of 1993, as amended, an eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of twenty-six (26) workweeks of leave during a twelve-(12)-month period to care for the servicemember. The leave described in this paragraph shall only be available during a single twelve-(12)-month period.

Eligibility

An employee is eligible to take FMLA leave, if the employee has been employed for at least twelve (12) months and has worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) months immediately prior to the date leave is requested, and there have been at least fifty (50) District employees within seventy-five (75) miles for each working day during twenty (20) or more workweeks in the current or preceding calendar year.

The Board has determined that the twelve-(12)-month period during which an employee may take FMLA leave is: July 1 to June 30 or other specific dates.

Coordination of Paid Leave

Employees will be required to use appropriate paid leave while on FMLA leave. Workers’ compensation absences will be designated FMLA leave.

Medical Certification

The Superintendent has discretion to require medical certification to determine initial or continued eligibility under FMLA as well as fitness for duty.



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NOTE: This provision applies to school districts with fifty (50) or more employees. Those districts with less than fifty (50) employees must comply with notice and record retention but are not obligated to provide the leave as a benefit of any employee’s employment. The FMLA poster may be obtained by going to the Montana Department of Labor website, highlight “Resources & Services” tab and click on “Required Postings”.

Legal Reference: 29 U.S.C §2601, *et seq.* - Family and Medical Leave Act of 1993  
29 C.F.R. Part 825, Family and Medical Leave Regulations  
§§2-18-601, *et seq.*, MCA Leave Time  
§§49-2-301, *et seq.*, MCA Prohibited Discriminatory Practices  
Section 585 – National Defense Authorization Act for FY 2008, Public  
Law [110-181]

Scobey K-12 Schools

Adopted on: 4/2/20

Reviewed on:

Revised on: 8/9/21

5328P – R

PERSONNEL

Family Medical Leave

Who Is Eligible

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

Benefit

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

Reasons for Taking Leave

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

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

Military Family Leave

a. Military Caregiver Leave

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

b. Qualified Exigency leave

An eligible employee can take up to the normal 12 weeks of leave if a family member is on covered active duty. Covered active duty includes duty of a member of a regular component of the Armed Forces during deployment to a foreign country, and duty of a member of a reserve component of the Armed Forces during deployment to a foreign country under a call or order to active duty in 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
- f. Rest and recuperation
- g. Post-deployment activities; and
- h. Additional activities agreed to by the employer and the employee.

Substitution of Paid Leave

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

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

When Both 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.

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

10  
11 The limitation on the amount of leave for spouses working for the same employer does not apply  
12 to FMLA leave taken for some qualifying reasons. Eligible spouses who work for the same  
13 employer are each entitled to up to 12 workweeks of FMLA leave in a 12-month period, without  
14 regard to the amount of leave their spouses use, for the following FMLA-qualifying leave  
15 reasons:

- 16
- 17 • the care of a spouse or son or daughter with a serious health condition;
- 18 • a serious health condition that makes the employee unable to perform the essential
- 19 functions of his or her job; and
- 20 • any qualifying exigency arising out of the fact that the employee’s spouse, son,
- 21 daughter, or parent is a military member on “covered active duty.”
- 22

### 23 Employee Notice Requirement

24  
25 The employee must follow the employer’s standard notice and procedural policies for taking  
26 FMLA.

### 27 28 Employer Notice Requirement (29 C.F.R. §825.300)

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

34  
35 FMLA, the employer must provide a reason. The employer must also provide a rights and  
36 responsibilities notice outlining expectations and obligations relating to FMLA leave. If FMLA  
37 leave is approved by the employer, it must provide the employee with a designation notice stating  
38 the amount of leave that will be counted against an employee’s FMLA entitlement.

### 39 40 Notice for Leave Due to Active Duty of Family Member

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

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4 Requests  
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6 A sick leave request form is to be completed whenever an employee is absent from work for  
7 more than three (3) days or when an employee has need to be absent from work for continuing  
8 treatment by (or under the supervision of) a health care provider.  
9

10 An employer may require that a request for leave be supported by a certification issued at such  
11 time and in such manner as the Secretary may by regulation prescribe. If the Secretary issues a  
12 regulation requiring such certification, the employee shall provide, in a timely manner, a copy of  
13 such certification to the employer.  
14

15 Medical Certification  
16

17 The District will require medical certification to support a request for leave or any other absence  
18 because of a serious health condition (at employee expense) and may require second (2<sup>nd</sup>) or  
19 third (3<sup>rd</sup>) opinions (at the employer's expense) and a fitness-for-duty report or return-to-work  
20 statement.  
21  
22

23 Intermittent/Reduced Leave  
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25 FMLA leave may be taken "intermittently or on a reduced leave schedule" under certain  
26 circumstances. Where leave is taken because of birth or placement of a child for adoption or  
27 foster care, an employee may take leave intermittently or on a reduced leave schedule only with  
28 District approval. Where FMLA leave is taken to care for a sick family member or for an  
29 employee's own serious health condition, leave may be taken intermittently or on a reduced  
30 leave schedule when medically necessary. An employee may be reassigned to accommodate  
31 intermittent or reduced leave. When an employee takes intermittent leave or leave on a reduced  
32 leave schedule, increments will be limited to the shortest period of time that the District's payroll  
33 system uses to account for absences or use of leave.  
34  
35

36 Insurance  
37

38 An employee out on FMLA leave is entitled to continued participation in the appropriate group  
39 health plan, but it is incumbent upon the employee to continue paying the usual premiums  
40 throughout the leave period. An employee's eligibility to maintain health insurance coverage will  
41 lapse if the premium payment is more than thirty (30) days late. The District will mail notice of  
42 delinquency at least fifteen (15) days before coverage will cease.  
43

44 Return  
45

46 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.

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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.

Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

Revised on: 01/15/2020

5329

PERSONNEL

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Long-Term Illness/Temporary Disability Leave

Employees may use sick leave for long-term illness or temporary disability, and, upon the expiration of sick leave, the Board may grant eligible employees leave without pay if requested. Medical certification of the long-term illness or temporary disability may be required, at the Board's discretion.

Leave without pay arising out of any long-term illness or temporary disability shall commence only after sick leave has been exhausted. The duration of leaves, extensions, and other benefits for privileges such as health and long-term illness, shall apply under the same conditions as other long-term illness or temporary disability leaves.



Scobey K-12 Schools

Adopted on: 06/06/17

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Revised on: 01/15/2020

5329P

PERSONNEL

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Long-Term Illness/Temporary Disability

The following procedures will be used when an employee has a long-term illness or temporary disability:

1. When any illness or temporarily disabling condition is “prolonged,” an employee will be asked by the administration to produce a written statement from a physician, stating that the employee is temporarily disabled and is unable to perform the duties of his/her position until such a time.
2. In the case of any extended illness, procedures for assessing the probable duration of the temporary disability will vary. The number of days of leave will vary according to different conditions, individual needs, and the assessment of individual physicians. Normally, however, the employee should expect to return on the date indicated by the physician, unless complications develop which are further certified by a physician.
3. An employee who has signified her intent to return at the end of extended leave of absence shall be reinstated to his/her original job or an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits, and other service credits.

Scobey K-12 Schools

Adopted on: 06/06/17

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Revised on: 01/15/2020

5330

PERSONNEL

Maternity and Paternity Leave

The School District’s maternity leave policy covers employees who are not eligible for FMLA leave at Policy 5328. Maternity leave includes only continuous absence immediately prior to adoption, delivery, absence for delivery, and absence for post-delivery recovery, or continuous absence immediately prior to and in the aftermath of miscarriage or other pregnancy-related complications. Such leave shall not exceed six (6) weeks unless prescribed by a physician.

The School District shall not refuse to grant an employee a reasonable leave of absence for pregnancy or require that an employee take a mandatory maternity leave for an unreasonable length of time. The School District has determined that maternity leave shall not exceed 6 weeks unless mandated otherwise by the employee’s physician. Employees will be required to use appropriate accumulated paid leave concurrently while on FMLA leave.

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

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

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

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

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2 Scobey K-12 Schools  
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4 Adopted on: 08/18/97

5 Reviewed on:

6 5331

PERSONNEL

Revised on: 06/06/17  
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9 Insurance Benefits for Employees

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11 Newly hired employees are eligible for insurance benefits offered by the District for the  
12 particular bargaining unit to which an employee belongs. Other employees will be offered  
13 benefits consistent with the District benefit plan, with exceptions noted below:  
14

- 15 1. Classified employees who are employed less than half (1/2) time (that is, who are regularly  
16 scheduled to work less than twenty (20) hours per week) will not be eligible for group  
17 health, dental, and life insurance and will not be considered to be a member of defined  
18 employee insurance benefit groups.  
19
- 20 2. Any permanent employee who works half (1/2) time or more is eligible for group health  
21 and dental insurance, irrespective of the unit to which the employee belongs. All medical  
22 and dental insurance premiums will be prorated in the amount of the full contract in terms  
23 of full-time equivalency multiplied by the District's maximum contribution as prescribed  
24 by the applicable collective bargaining agreement or Board policy.  
25

26 A medical examination at the expense of the employee may be required, if the employee elects to  
27 join the District health insurance program after initially refusing coverage during the "open  
28 season" (\*July). An eligible employee wishing to discontinue or change health insurance  
29 coverage must initiate the action by contacting the personnel office and completing appropriate  
30 forms.  
31

32 Anniversary dates of the health and dental insurance policies for the District shall be July 1<sup>st</sup>  
33 through June 30<sup>th</sup>.  
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37 Legal Reference: § 2-18-702, MCA Group insurance for public employees and officers  
38 § 2-18-703, MCA Contributions  
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40

Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

Revised on:

5333

PERSONNEL

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Holidays

Holidays for certified staff are dictated in part by the school calendar. Temporary employees will not receive holiday pay. Part-time employees will receive holiday pay on a prorated basis.

The holidays required for classified staff, by § 20-1-305, MCA, are:

1. Independence Day
2. Labor Day
3. Thanksgiving Day
4. Christmas Day
5. New Year's Day
6. Memorial Day
7. State and national election days when the school building is used as a polling place and conduct of school would interfere with the election process

Full time classified employees will have the following leave with pay:

1. Friday after Thanksgiving
2. Christmas Eve
3. The Friday and Monday of Spring Break as noted in the adopted yearly school calendar.

Legal Reference: § 20-1-305, MCA School holidays  
37 A.G. Op. 150 (1978)

Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

Revised on:

5334

PERSONNEL

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Vacations

Classified and twelve-(12)-month administrative employees will accrue annual vacation leave benefits in accordance with §§ 2-18-611, 2-18-612, 2-18-614 through 2-18-617 and 2-18-621, MCA. Nothing in this policy guarantees approval for granting specific days as annual vacation leave in any instance. The District will judge each request for vacation in accordance with staffing needs.

Employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of six (6) calendar months.

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

Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

Revised on:

5334P

PERSONNEL

Vacations

All classified employees, except those in a temporary status, serving more than six (6) months, are eligible to earn vacation leave credits retroactive to the date of employment. Leave credits may not be advanced nor may leave be taken retroactively. A seasonal employee's accrued vacation leave credits may be carried over to the next season, if management has a continuing need for the employee, or paid out as a lump-sum payment to the employee when the season ends (generally in June). The employee may request a lump-sum payment at the end of each season.

Vacation is earned according to the following schedule:

RATE-EARNED SCHEDULE

<u>Years of Employment</u>	<u>Working Days Credit per Year</u>
1 day - 10 years	15
10 - 15 years	18
15 - 20 years	21
20 years on	24

Time as an elected state, county, or city official, as a school teacher, or as an independent contractor, does not count toward the rate earned. For purposes of this paragraph, an employee of a district or the university system is eligible to have school district or university employment time count toward the rate-earned schedule, if that employee was eligible for annual leave in the position held with the school district or university system.

Maximum Accrual of Vacation Leave

All full-time and part-time employees serving in permanent and seasonal positions may accumulate two (2) times the total number of annual leave credits they are eligible to earn per year, according to the rate-earned schedule.

Sick Leave Bank

An employee may contribute accumulated vacation leave to the sick leave bank provided for in § 2-18-618, MCA. Donation of vacation leave credits to and use of vacation leave credits in the sick leave bank are governed by terms of the current collective bargaining agreement.

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Annual Pay-Out

The District may, in its sole discretion and/or subject to the terms of a collective bargaining agreement, provide cash compensation in January of each year for unused vacation leave in lieu of the accumulation of vacation leave.

Lump-Sum Payment Upon Termination

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. Vacation leave contributed to the sick leave bank is nonrefundable and is not eligible for cash compensation upon termination.

Legal Reference: §§ 2-18-611 ---- § 2-18-618, MCA Leave Time

Scobey K-12 Schools

Adopted on: 1/23/17

Reviewed on:

Revised on:

5336 - R

PERSONNEL

Fair Labor Standards Act

Overtime for Classified Employees

Non-exempt classified employees who work more than forty (40) hours in a given workweek may receive overtime pay of one and one-half (1½) times the normal hourly rate. The Superintendent must approve any overtime work of a classified employee.

Under Montana law and the Federal Fair Labor Standards Act, a classified employee may not volunteer to work without pay in an assignment similar to the employee’s regular work.

A non-exempt employee who works overtime without authorization may be subject to disciplinary action.

Blended Time

Classified Employees working two or more jobs for the District at different rates of pay shall be paid overtime at a weighted average of the differing wages. This shall be determined by dividing the total regular remuneration for all hours worked by the number of hours worked in that week to arrive at the weighted average. One half that rate is then multiplied times the number of hours worked over 40 to arrive at the overtime compensation due.

*Example: Employee works one job at 30 hrs./week at 10.00/hr. The same employee works a different job at 20 hrs./week at \$12.00/hr. (Same district). The employee would get \$300.00 per week for the 30 hr/week job (\$10.00X30) and \$240.00 per week for the 20 hr./week job (\$12.00X20). A total of \$540.00 (regular remuneration). Divide \$540.00 by 50(total hours worked) = \$10.8/hr (weighted average). One-half that rate (\$10.80/2 = \$5.40)is multiplied by 10 (number of hours over 40). \$54.00 is the amount of overtime compensation due the employee based on the “blended time”.*

Record-Keeping Requirements Under the Fair Labor Standards Act

1. Records required for ALL employees:
  - A. Name in full (same name as used for Social Security);
  - B. Employee’s home address, including zip code;
  - C. Date of birth if under the age of nineteen (19);
  - D. Sex (may be indicated with Male/Female, M/F, Mr./Mrs./Miss/Ms.);
  - 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.
  - I. Occupation



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.

Legal Reference:	29 U.S.C § 201, <i>et seq.</i>	Fair Labor Standards Act
	ARM, 24.9.805	Employment Records
	Title 39, Chapter 3, Part 4	Minimum Wage and Overtime Compensation
	Admin. R. Mont. 24.16.2501—2581	Overtime Compensation

Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

5337

PERSONNEL

Revised on:

Workers' Compensation Benefits

All employees of the District are covered by workers' compensation benefits. In the event of an industrial accident, an employee should:

1. Attend to first aid and/or medical treatment during an emergency;
2. Correct or report as needing correction a hazardous situation as soon as possible after an emergency situation is stabilized;
3. Report the injury or disabling condition, whether actual or possible, to the immediate supervisor, within forty-eight (48) hours, on the Employer's First Report of Occupational Injury or Disease; and
4. Call or visit the administrative office after medical treatment, if needed, to complete the necessary report of accident and injury on an Occupational Injury or Disease form.

The administrator will notify the immediate supervisor of the report and will include the immediate supervisor as necessary in completing the required report.

An employee who is injured in an industrial accident may be eligible for workers' compensation benefits. By law, employee use of sick leave must be coordinated with receipt of workers' compensation benefits, on a case-by-case basis, in consultation with the Workers' Compensation Division, Department of Labor and Industry.

The District will not automatically and simply defer to a report of industrial accident but will investigate as it deems appropriate to determine: (1) whether continuing hazardous conditions exist which need to be eliminated; and (2) whether in fact an accident attributable to the District working environment occurred as reported. The District may require the employee to authorize the employee's physician to release pertinent medical information to the District or to a physician of the District's choice, should an actual claim be filed against the Workers' Compensation Division, which could result in additional fees being levied against the District.

Legal Reference: §§ 39-71-101, *et seq.*, MCA Workers' Compensation Act

Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

Revised on:

5338

PERSONNEL

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Payment of Interest on Employer Contributions for Workers' Compensation Time

An employee absent because of an employment-related injury entitling the employee to workers' compensation payments may, upon the employee's return to service, contribute to the retirement system an amount equal to the contributions that would have been made by the employee to the system on the basis of the employee's compensation at the commencement of the employee's absence plus regular interest accruing from one (1) year from the date after the employee returns to service to the date the employee contributes for the period of absence.

The District has the option to pay, or not pay, the interest on the employer's contribution for the period of absence based on the salary as calculated. If the employer elects not to pay the interest costs, this amount must be paid by the employee.

It is the policy of this District to not pay the interest costs associated with the employer's contribution.

Cross Reference: 5254F Employer Payment Policy Form

Legal Reference: §§ 19-3-504, MCA Absence due to illness or injury.

Scobey K-12 Schools

Adopted on: 02/19/90  
Reviewed on: 06/06/17

5342

PERSONNEL

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Revised on:

Staff Recognition

The Board appreciates the effort made by its members, staff, students, and citizens in achieving the district's goals and objectives. The Board intends to recognize publicly and comment the staff for special honors or office earned in connection with or related to their work. Each trustee will be awarded a service certificate upon terminating services on the board. Each staff member who retires from the district will be awarded a service certificate.

Scobey K-12 Schools

Adopted on: 02/19/90

Reviewed on:

Revised on: 06/06/17

5420

PERSONNEL

Paraprofessionals

Paraprofessionals, as defined in the appropriate job descriptions, are under the supervision of a principal and a teacher to whom the principal may have delegated responsibility for close direction. The nature of the work accomplished by paraprofessionals will encompass a variety of tasks that may be inclusive of “limited instructional duties.”

Paraprofessionals are employed by the District mainly to assist the teacher. A paraprofessional is an extension of the teacher, who legally has the direct control and supervision of the classroom or playground and responsibility for control and the welfare of the students.

It is the responsibility of each principal and teacher to provide adequate training for a paraprofessional. This training should take into account the unique situations in which a paraprofessional works and should be designed to cover the general contingencies that might be expected to pertain to that situation. During the first thirty (30) days of employment, the supervising teacher or administrator shall continue to assess the skills and ability of the paraprofessional to assist in reading, writing, and mathematics instruction.

The Superintendent shall develop and implement procedures for an annual evaluation of paraprofessionals. Evaluation results shall be a factor in future employment decisions.

If the school receives Title I funds, the District shall notify parents of students attending the school annually that they may request the District to provide information regarding the professional qualifications of their child’s paraprofessionals, if applicable.

Cross Reference: 5420F ESSA Qualification Notifications Request Form  
Legal Reference: 20 U.S.C. § 6319 Qualifications for teachers and paraprofessionals

Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

Revised on:

5420F

PERSONNEL

**ESSA Qualification Notifications**

**ANNUAL NOTIFICATION - OPTION TO REQUEST PROFESSIONAL QUALIFICATIONS**

<b>TO:</b> _____ <i>Parent's Name</i>	<b>FROM</b> _____ <i>School Name</i>
<b>DATE</b> _____	<b>RE</b> _____ <i>Student's Name</i>
	<b>GRADE</b> _____

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

Scobey K-12 Schools

Adopted on: 02/19/90

Reviewed on:

Revised on: 06/06/17

5430

PERSONNEL

Volunteers

The District recognizes the valuable contributions made to the total school program by members of the community who act as volunteers. By law, a volunteer is an individual who:

1. Has not entered into an express or implied compensation agreement with the District;
2. Is excluded from the definition of “employee” under appropriate state and federal statutes;
3. May be paid expenses, reasonable benefits, and/or nominal fees in some situations; and
4. Is not employed by the District in the same or similar capacity for which he/she is volunteering.

District employees who work with volunteers shall clearly explain duties for supervising children in school, on the playground, and on field trips. An appropriate degree of training and/or supervision of each volunteer shall be administered commensurate with the responsibility undertaken.

Volunteers who have unsupervised access to children are subject to the District’s policy mandating background checks.

Chaperones

The Superintendent may direct that appropriate screening processes be implemented to assure that adult chaperones are suitable and acceptable for accompanying students on field trips or excursions.

When serving as a chaperone for the District, the parent(s)/guardian(s) or other adult volunteers, including employees of the District, assigned to chaperone, shall not use tobacco products in the presence of students, nor shall they consume any alcoholic beverages or use any illicit drug during the duration of their assignment as a chaperone, including during the hours following the end of the day’s activities for students. The chaperone shall not encourage or allow students to participate in any activity that is in violation of District policy during the field trip or excursion, including during the hours following the end of the day’s activities. Chaperones shall be given a copy of these rules and sign a letter of understanding verifying they are aware of and agree to these District rules before being allowed to accompany students on any field trip or excursion.

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Any chaperone found to have violated these rules shall 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 be responsible for their own transportation back home. Employees found to have violated these rules may be subject to disciplinary action.

Cross Reference:     5122 Fingerprint and Criminal Background Investigations  
                          5430F Volunteer/Chaperone Letter of Understanding [Note: We developed one of these for MSGIA. Should we add a similar one as a new policy form?]



**VOLUNTEER AGREEMENT FORM**

5430F

**COACH/HELPER/AIDE/CHAPERONE**

I, \_\_\_\_\_ (the Volunteer) hereby agree to serve \_\_\_\_\_ 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.

1 DISTRICT REPRESENTATIVE

DATE

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\_\_\_\_\_

\_\_\_\_\_

4 VOLUNTEER SIGNATURE

DATE

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Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

Revised on:

5440

PERSONNEL

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Student Teachers/Interns

The District recognizes its obligation to assist in the development of members of the teaching profession. The District shall make an effort to cooperate with accredited institutions of higher learning in the education of student teachers and other professionals in training (such as interns) by providing a reasonable number of classroom and other real-life situations each year.

The District and the respective training institutions shall enter into mutually satisfactory agreements whereby the rules, regulations, and guidelines of the practical experiences shall be established.

The Superintendent shall coordinate all requests from cooperating institutions for placement with building principals so that excessive concentrations of student teachers and interns shall be avoided. As a general rule:

1. A student teacher shall be assigned to a teacher or other professional who has agreed to cooperate and who has no less than three (3) years of experience in the profession;
2. A supervising professional shall be assigned no more than one (1) student teacher/intern per school year;
3. The supervising professional shall remain responsible for the class;
4. The student teacher shall assume the same conditions of employment as a regular teacher with regard to meeting the health examination requirements, length of school day, supervision of co-curricular activities, staff meetings, and in-service training; and
5. The student teacher shall be subject to the District policy regarding background checks, if the student teacher has unsupervised access to children.

Cross Reference: 5122 Fingerprints and Criminal Background Investigations

Legal Reference: § 20-4-101(2) and (3), MCA System and definitions of teacher and specialist certification – student teacher exception

Scobey K-12 Schools

Adopted on: 06/17/2002

Reviewed on:

Revised on: 06/06/17, 7/22/22

5450

PERSONNEL

Page 1 of 2

Employee use of Electronic Mail, Internet, Networks, and District Equipment

The District equipment, e-mail and Internet systems are intended to be used for educational purposes only, and employees have no expectation of privacy. Employees have no expectation of privacy in district owned technology equipment, including but not limited to district-owned desktops, laptops, memory storage devices, and cell phones.

Users of District equipment, e-mail and Internet systems are responsible for their appropriate use. All illegal and improper uses of the equipment, e-mail, and Internet system, including but not limited to network etiquette violations including mail that degrades or demeans other individuals, pornography, obscenity, harassment, solicitation, gambling, and violating copyright or intellectual property rights, are prohibited. Abuse of the equipment, e-mail, or Internet systems through personal use, or use in violation of the law or District policies, will result in disciplinary action, up to and including termination of employment.

All e-mail/Internet records are considered District records and should be transmitted only to individuals who have a need to receive them. If the sender of an e-mail or Internet message does not intend for the e-mail or Internet message to be forwarded, the sender should clearly mark the message "Do Not Forward."

To keep District equipment, e-mail and Internet systems secure, users shall not leave the terminal "signed on" when unattended and may not leave their password available in an obvious place near the terminal or share their password with anyone except the system administrator. The District reserves the right to bypass individual passwords at any time and to monitor the use of such systems by employees.

Additionally, District equipment, records and e-mail/Internet records are subject to disclosure to law enforcement or government officials or to other third parties through subpoena or other process.

Consequently, the District retains the right to access stored records in cases where there is 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.

All District employees should be aware that e-mail messages can be retrieved, even if they have

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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.

All e-mail/Internet records are considered District records and should be transmitted only to individuals who have a need to receive them. 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.

**EMPLOYEE EQUIPMENT USE, INTERNET CONDUCT,  
AND NETWORK ACCESS AGREEMENT**

*Every staff member must read and sign below:*

I have read, understand, and agree to abide by the terms of the School District's policy regarding District-Provided Access to Electronic Information, Equipment, Services, and Networks (Policies 5450 and 5450P). Should I commit any violation or in any way misuse my access to the District's computers, network and/or the Internet, I understand and agree that my access privilege may be revoked and school disciplinary action may be taken against me.

Terms and Conditions

- Acceptable Use – Access to the District's technology and electronic networks must be:
  - (a) for the purpose of education or research and consistent with the educational objectives of the District; or (b) for legitimate business use.
- 2. Privileges – The use of the District's technology and electronic networks is a privilege, not a right, and inappropriate use will result in cancellation of those privileges. The system administrator (and/or principal) will make all decisions regarding whether or not a user has violated these procedures and may deny, revoke, or suspend access at any time. That decision is final.
- 3. Unacceptable Use – The user is responsible for his or her actions and activities involving the network. Some examples of unacceptable uses are:
  - a. Using the network for any illegal activity, including violation of copyright or other contracts, or transmitting any material in violation of any federal or state law;
  - b. Unauthorized downloading of software, regardless of whether it is copyrighted or devirused;
  - c. Downloading copyrighted material for other than personal use;
  - d. Using the network for private financial or commercial gain;
  - e. Wastefully using resources, such as file space;
  - f. Hacking or gaining unauthorized access to files, resources, or entities;
  - g. Invading the privacy of individuals, which includes the unauthorized disclosure, dissemination, and use of information of a personal nature about anyone;
  - h. Using another user's account or password;

- i. Posting material authored or created by another, without his/her consent;
  - j. Posting anonymous messages;
  - k. Using the 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 and Damage – 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 uploading or creation of computer viruses. The user is responsible for any unintentional damage to the District-owned equipment or technology that cause by the use or user’s negligence. Such damage includes but is not limited to that caused by drops, spills, virus, exposure to heat and cold, or submersion.
9. 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.

#### Internet Safety

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



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etiquette; protection from online predators and personal safety; and how to recognize and respond to cyberbullying and other threats.

- 5. The system administrator and principal shall monitor student Internet access.

I understand and will abide by the technology, equipment and network access policies. I understand that the District and/or its agents may access and monitor my use of the Internet, including my e-mail and downloaded material, without prior notice to me. I further understand that should I commit any violation, my access privileges may be revoked, and school disciplinary action and/or appropriate legal action may be taken. In consideration for using the District’s issuance of technology, electronic network connection and having access to public networks, I hereby acknowledge the risk for any claims and damages arising from my use of, or inability to use the equipment, network, and Internet. I understand any negligence arising out of my use of equipment or networks shall be attributed to me as comparative negligence within the meaning of Section 27-1-702, MCA.

\_\_\_\_\_

User Name (*please print*)

\_\_\_\_\_

User Signature

\_\_\_\_\_

Date

1 Scobey K-12 Schools

2 Adopted on: 7/22/22

3 Reviewed on:

4 Revised on:

5 5450P

6 PERSONNEL

7 Page 1 of 4

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

13 Terms and Conditions

- 14 • Acceptable Use – Access to the District’s electronic networks must be: (a) for the  
15 purpose of education or research and consistent with the educational objectives of the  
16 District; or (b) for legitimate business use.
- 17
- 18 2. Privileges – The use of the District’s electronic networks is a privilege, not a right, and  
19 inappropriate use will result in cancellation of those privileges. The system administrator  
20 (and/or principal) will make all decisions regarding whether or not a user has violated  
21 these procedures and may deny, revoke, or suspend access at any time. That decision is  
22 final.
- 23
- 24 3. Unacceptable Use – The user is responsible for his or her actions and activities involving  
25 the network. Some examples of unacceptable uses are:
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- 27 a. Using the network for any illegal activity, including violation of copyright or  
28 other contracts, or transmitting any material in violation of any federal or state  
29 law;
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- 31 b. Unauthorized downloading of software, regardless of whether it is copyrighted or devirused;
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- 33 c. Downloading copyrighted material for other than personal use;
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- 35 d. Using the network for private financial or commercial gain;
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- 37 e. Wastefully using resources, such as file space;
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- 39 f. Hacking or gaining unauthorized access to files, resources, or entities;
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- 41 g. Invading the privacy of individuals, which includes the unauthorized disclosure,  
42 dissemination, and use of information of a personal nature about anyone;
- 43
- 44 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 and Damage – 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 uploading or creation of computer viruses. The user is responsible for any unintentional damage to the District-owned equipment or technology that cause by the use or user’s negligence. Such damage includes but is not limited to that caused by drops, spills, virus, exposure to heat and cold, or submersion.
9. 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.

#### Internet Safety

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

Legal Reference: Children’s Internet Protection Act, P.L. 106-554  
Broadband Data Services Improvement Act/Protecting Children in  
the 21<sup>st</sup> 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

# Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

Revised on:

5460

PERSONNEL

Page 1 of 2

## Electronic Resources and Social Networking

The Scobey School District recognizes that an effective public education system develops students who are globally aware, civically engaged, and capable of managing their lives and careers. The District also believes that students need to be proficient users of information, media, and technology to succeed in a digital world.

Public school employees are held to a high standard of behavior. The Montana Department of Education *Professional Educators of Montana Code of Ethics* requires District staff to maintain a professional relationship with each student, both in and outside the classroom. The District encourages all staff to read and become familiar with the Code of Ethics.

The school district staff shall not socialize with students on social networking websites (during school or out-of-school) in a manner contrary to this policy. Staff are reminded that the same relationship, exchange, interaction, information, or behavior that would be unacceptable in a non-technological medium, is unacceptable when done through the use of technology. In fact, due to the vastly increased potential audience digital dissemination presents, extra caution must be exercised by staff to ensure they don't cross the line of acceptability.

Specifically, the following forms of technology based interactivity or connectivity are expressly permitted or forbidden when used in a manner not related to the delivery of educational services or district operations.

- Sharing personal landline or cell phone numbers with students for non-educational purposes;
- Text messaging students for non-educational purposes;
- Emailing students other than through and to school controlled and monitored accounts;
- Soliciting students as friends or contacts on social networking sites for non-educational purposes;
- Accepting the solicitation of students as friends or contacts on social networking sites for non-educational purposes;
- Creation of administratively approved and sanctioned "groups" on social networking sites that permit the broadcast of information without granting students access to staff member's personal information;
- Sharing with student's access information to personal websites or other media through which the staff member would share personal information and occurrences.

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Accessing social networking websites for individual use during school hours is prohibited, unless asked to do so by administration. Except in an emergency situation, staff shall not access social networking sites using district equipment or personal equipment, including during breaks or preparation periods. All school district employees who participate in social networking websites, shall not post any school district data, documents, photographs, logos, or other district owned or created information on any website. Further, the posting of any private or confidential school district material on such websites is strictly prohibited.

The Board directs the Superintendent or his/her designee to create strong electronic educational systems that support innovative teaching and learning, to provide appropriate staff development opportunities and to develop procedures to support this policy.

Staff should contact the administration if they would like to establish an educational related social media presence.

Cross Reference:           5015           Bullying/Harassment/Intimidation  
                                  5223           Personal Conduct  
                                  5255           Disciplinary Action  
                                  *Professional Educators of Montana Code of Ethics*

Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

Revised on: 7/9/18

5500

PERSONNEL

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Payment of Wages Upon Termination

When a District employee separates from employment, wages owed will be paid on the next regular pay day for the pay period in which the employee left employment or within fifteen (15) days, whichever occurs first.

In the case of an employee discharged for allegations of theft connected to the employee’s work, the District may withhold the value of the theft, provided:

- The employee agrees in writing to the withholding; or
- The District files a report of the theft with law enforcement within seven (7) business days of separation.

If no charges are filed within thirty (30) days of the filing of a report with law enforcement, wages are due within a thirty-(30)-day period.

Legal Reference:       § 39-3-205, MCA       Payment of wages when employee separated from employment prior to payday – exceptions



1 Scobey K-12 Schools

2  
3 Adopted on: 1/23/17

4 Reviewed on:

5 5510 - R

PERSONNEL

Revised on:

8  
9 HIPAA

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11 *Note:*

12  
13 *(1) Any school district offering a group “health care plan” for its employees is affected by*  
14 *HIPAA. School districts offering health plans that are self-insured will be entirely responsible*  
15 *for compliance with HIPAA, despite a third party administrator managing the plan. School*  
16 *districts may also be subject to HIPAA as a “health care provider” by either having a school-*  
17 *based health center or a school nurse. School-based health centers staffed and serviced by a*  
18 *hospital or local health department are responsible for complying with HIPAA if there is a*  
19 *sharing of records containing health information. For those districts providing the services of a*  
20 *school nurse, HIPAA regulations issued in 2000 commented that an “educational institution that*  
21 *employs a school nurse is subject to [the] regulations as a health care provider if the school*  
22 *nurse or the school engaged in a HIPAA transaction.” This transaction occurs when a school*  
23 *nurse submits a claim electronically.*

24  
25 *(2) Any personally identifiable health information contained in an “education record” under*  
26 *FERPA is subject to FERPA, not HIPAA.*

27  
28 Background

29  
30 **Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

31  
32 The District’s group health plan is a Covered Entity under the Health Insurance Portability and  
33 Accountability Act of 1996 (HIPAA) and its implementing regulations, the Standards for the  
34 Privacy of Individually Identifiable Information. In order to comply with HIPAA and its related  
35 regulations, the District has implemented the following HIPAA Privacy Policy:

36  
37 **The HIPAA Privacy Rule**

38  
39 HIPAA required the federal government to adopt national standards for *electronic health care*  
40 *transactions*. At the same time, Congress recognized that advances in electronic technology  
41 could erode the privacy of health information and determined there was a need for national  
42 privacy standards. As a result HIPAA included provisions which mandated the adoption of  
43 federal privacy standards for individually identifiable health information.

44  
45 The standards found in the Privacy Rule are designed to protect and guard against the misuse of  
46 individually identifiable health information, with particular concern regarding employers using  
47 an employee’s (or dependent’s) health information from the group health plan to make adverse

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4 employment-related decisions. The Privacy Rule states that verbal, written, or electronic  
5 information that can be used to connect a person's name or identity with medical, treatment, or  
6 health history information is Protected Health Information (PHI) under the HIPAA Privacy Rule.

7  
8 Under the HIPAA Privacy Rule:

- 9
- 10 1. Individuals have a right to access and copy their health record to the extent allowed by  
11 HIPAA.
  - 12
  - 13 2. Individuals have the right to request an amendment to their health record. The plan may  
14 deny an individual's request under certain circumstances specified in the HIPAA Privacy  
15 Rule.
  - 16
  - 17 3. Individuals have the right to an accounting of disclosures of their health record for  
18 reasons other than treatment, payment, or healthcare operations.
  - 19
  - 20 4. PHI, including health, medical, and claims records, can be used and disclosed without  
21 authorization for specific, limited purposes (treatment, payment, or operations of the  
22 group health plan). A valid authorization from the individual must be provided for use or  
23 disclosure for other than those purposes.
  - 24
  - 25 5. Safeguards are required to protect the privacy of health information.
  - 26
  - 27 6. Covered entities are required to issue a notice of privacy practices to their enrollees.
  - 28
  - 29 7. Violators are held accountable with civil and criminal penalties for improper use or disclosure of PHI.

30  
31 Compliance

32  
33 The Business Manager has been designated Privacy Officer. The Privacy Officer will oversee all  
34 ongoing activities related to the development, implementation, maintenance of, and adherence to  
35 the District's policies and procedures covering the privacy of and access to patient health  
36 information in compliance with HIPAA, other applicable federal and state laws, and the  
37 District's privacy practices.

38  
39 As required for a Covered Entity under HIPAA, the plan has developed these internal privacy  
40 policies and procedures to assure that PHI is protected and that access to and use and disclosure  
41 of PHI are restricted in a manner consistent with HIPAA's privacy protections. The policies and  
42 procedures recognize routine and recurring disclosures for treatment, payment, and healthcare  
43 operations and include physical, electronic, and procedural safeguards to protect PHI. The  
44 procedures include safeguards for sending PHI via mail or fax, receiving PHI for plan purposes,  
45 and workstation safeguards and procedures for securing and retaining PHI received by the plan.  
46 Plan participants are entitled to receive a copy of the plan's policies and procedures upon

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4 request.

5  
6 Designating a limited number of privacy contacts allows the District to control who is receiving  
7  
8 PHI from the contract claims payor for plan operations purposes. The contract claims payor will  
9 provide only the minimum PHI necessary for the stated purpose and, as required under the  
10 Privacy Rule, will provide PHI only to individuals with a legitimate need to know for plan  
11 operations purposes.

12  
13 The District has distributed a notice of privacy practices to plan participants. The notice informs  
14 plan participants of their rights and the District's privacy practices related to the use and  
15 disclosure of PHI. A copy of this notice may be obtained by contacting the Privacy Officer.

16  
17 The District has reviewed how PHI is used and disclosed by the plan and has limited disclosure  
18 of that information to employees who have a legitimate need to know or possess the PHI for  
19 healthcare operations and functions. The District will make reasonable efforts to use de-  
20 identified information whenever possible in the operations of the plan and will only use the  
21 minimum PHI necessary for the stated purpose.

22  
23 Some of the District's employees need access to PHI in order to properly perform the functions  
24 of their jobs. The District has identified these employees and has given them training in the  
25 important aspects of the HIPAA Privacy Rule, the privacy policy, and procedures. New  
26 employees who will have access to PHI will receive training on the HIPAA Privacy Rule and  
27 related policies and procedures as soon as reasonably possible after they are employed.  
28 Employees who improperly use or disclose PHI or misuse their access to that information may  
29 be subject to discipline, as deemed appropriate.

30  
31 In the event the group health plan must disclose PHI in the course of performing necessary plan  
32 operations functions or as required by law or a governmental agency, the District has developed  
33 a system to record those disclosures and requests for disclosures. An individual may request a  
34 list of disclosures of his or her PHI made by the plan for other than treatment or claims payment  
35 purposes. All requests for an accounting of PHI disclosures must be made in writing, and the  
36 plan may impose fees for the cost of production of this information. Requests will be responded  
37 to within sixty (60) days. If the plan is not able to provide the requested information within sixty  
38 (60) days, a written notice of delay will be sent to the requesting individual, with the reasons for  
39 the delay and an estimated time for response.

40  
41 In order to comply with the new privacy regulations, the plan has implemented compliant  
42 communication procedures. Except for its use in legitimate healthcare operations, written  
43 permission will be required in order for the District to disclose PHI to or discuss it with a third  
44 party.

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4 The HIPAA Privacy Rule prohibits the District from disclosing medical information without the  
5 patient's written permission other than for treatment, payment, or healthcare operations purposes.  
6 An authorization signed by the patient and designating specified individuals to whom the District  
7 may disclose specified medical information must be on file, before the plan can discuss a  
8 patient's medical information with a third party (such as a spouse, parent, group health plan  
9 representative, or other individual).

10  
11 The District has taken the following steps to ensure PHI is safeguarded:

- 12  
13 • The District has implemented policies and procedures to designate who has and who does  
14 not have authorized access to PHI.
- 15  
16 • Documents containing PHI are kept in a restricted/locked area.
- 17  
18 • Computer files with PHI are password protected and have firewalls making unauthorized  
19 access difficult.
- 20  
21 • Copies of PHI will be destroyed when information is no longer needed, unless it is  
22 required by law to be retained for a specified period of time.
- 23  
24 • The District will act promptly to take reasonable measures to mitigate any harmful effects  
25 known to the group health plan, due to a use or disclosure of PHI in violation of the  
26 plan's policies, procedures, or requirements of the HIPAA Privacy Rule.
- 27  
28 • The District will appropriately discipline employees who violate the District's group  
29 health plan's policies, procedures, or the HIPAA Privacy Rule, up to and including  
30 termination of employment if warranted by the circumstances.

31  
32 The District has received signed assurances from the plan's business associates that they  
33 understand the HIPAA Privacy Rule, applicable regulations, and the Privacy Policy and will  
34 safeguard PHI just as the plan would.

35  
36 The contract claims payor and certain other entities outside the group health plan require access  
37 on occasion to PHI, if they are business associates of the group health plan and in that role need  
38 to use, exchange, or disclose PHI from the group health plan. The plan requires these entities to  
39 sign an agreement stating they understand HIPAA's privacy requirements and will abide by  
40 those rules just as the group health plan does, to protect the PHI to which they have access. For  
41 example the plan engages a certified public accountant to audit the plan annually and to make  
42 sure payments are made in compliance with the Plan Document. In order for the CPA to  
43 complete an audit, the auditor reviews a sample of the claims for accuracy.

44  
45 The District will ensure health information will not be used in making employment and  
46 compensation decisions. The HIPAA Privacy Rule and other applicable laws expressly prohibit

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4 an employer from making adverse employment decisions (demotions, terminations, etc.) based  
5 on health information received from the group health plan. To the extent possible, the District  
6 has separated the plan operations functions from the employment functions and has safeguards in  
7 place to prevent PHI from the plan from going to or being used by an employee's supervisor,  
8 manager, or superior to make employment-related decisions.  
9

#### 10 Complaints

11  
12 If an employee believes their privacy rights have been violated, they may file a written complaint  
13 with the Privacy Officer. No retaliation will occur against the employee for filing a complaint.  
14

15  
16 Legal Reference: 45 C.F.R. Parts 160, 162, 164  
17

**SCOBAY SCHOOL DISTRICT**

**R = required**

**6000 SERIES  
ADMINISTRATION**

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1 Scobey K-12 Schools

2  
3 Adopted on: 06/06/17

4 Reviewed on:

5 6000

6 ADMINISTRATION

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7 Revised on:

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12 Goals

13  
14 The administrative staff’s primary functions are to manage the District and to facilitate the  
15 implementation of a quality educational program. It is the goal of the Board that the  
16 administrative organization:

- 17  
18 1. Provide for efficient and responsible supervision, implementation, evaluation, and  
19 improvement of the instructional program, consistent with the policies established by the  
20 Board;  
21  
22 2. Provide effective and responsive communication with staff, students, parents, and other  
23 citizens; and  
24  
25 3. Foster staff initiative and rapport.

26  
27 The District’s administrative organization will be designed so that all divisions and departments  
28 of the District are part of a single system guided by Board policies implemented through the  
29 Superintendent. Principals and other administrators are expected to administer their facilities in  
30 accordance with Board policy and the Superintendent’s rules and procedures.  
31  
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1 Scobey K-12 Schools

2  
3 Adopted on: 02/19/90

4 Reviewed on:

5 6110 - R

6 ADMINISTRATION

7 Revised on: 1/23/17

8  
9 Superintendent - Duties and Authorities

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

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 Administrative Work Year

24  
25 The Superintendents’ work year will correspond with the District’s fiscal year, unless otherwise stated in  
26 an employment agreement. In addition to legal holidays, the Superintendent will have vacation periods as  
27 approved by the Board of Trustees. [The Board of Trustees must give the Superintendent prior approval  
28 for time away from the District as included in this policy.]

29  
30 Evaluation

31  
32 At least annually the Board will evaluate the performance of the Superintendent, using standards and  
33 objectives developed by the Superintendent and the Board, which are consistent with District mission and  
34 goal statements. A specific time shall be designated for a formal evaluation session. The evaluation will  
35 include a discussion of professional strengths, as well as performance areas needing improvement.

36  
37 Compensation and Benefits

38  
39 The Board and the Superintendent will enter into a contract which conforms to this policy and state law.  
40 The contract will govern the employment relationship between the Board and the Superintendent.

41	Legal Reference:	§ 20-4-402, MCA	Duties of district superintendent or county high school
42			principal
43		ARM 10.55.602	Definition of Internship
44		ARM 10.55.607	Internships
45		ARM 10.55.701	Board of Trustees
46		ARM 10.55.702	Licensure and Duties of District Administrator –
47			District Superintendent
48			
49			



Scobey K-12 Schools

Adopted on:  
Reviewed on: 1/23/17  
Revised on:

6110P - R

ADMINISTRATION

Superintendent – Board Responsibilities

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

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

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Scobey K-12 Schools

Adopted on:  
Reviewed on: 1/23/17  
Revised on:

6111

ADMINISTRATION

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Administration in the Absence of Policy or Procedure

The Superintendent and other staff to whom administrative or supervisory authority has been delegated shall be authorized to use their best judgment in the absence of a specific policy or procedure, provided that such action shall not be in conflict with the general aims and objectives of the district or with any local, state or national ordinances, statutes, regulations, or directives. In the event that there is doubt as to the appropriate course of action or if it is apparent that the consequences could be serious, the staff member is expected to contact the Superintendent or other administrator who could provide appropriate assistance.

Whenever action in the absence of a specific policy has been taken by a staff member which creates a potential for controversy or a potential for financial obligation or where the situation is likely to reoccur frequently, then such action shall be brought to the attention of the Board at its next regular meeting. In situations where a reasonable person could determine that the above actions taken by a staff member should be brought to the immediate attention of the Board, the Superintendent shall be notified and shall immediately consult with the Board Chairperson as to the advisability of calling a special board meeting to review the staff member's action.

Scobey K-12 Schools

Adopted on:

Reviewed on:

Revised on: 1/23/17

6140- R

ADMINISTRATION

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Duties and Qualifications of Administrative Staff Other Than Superintendent

Duty and Authority

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

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

Qualifications

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

Administrative Work Year

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

Compensation and Benefits

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

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

Scobey K-12 Schools

Adopted on: 02/19/90

Reviewed on:

Revised on: 1/23/17

6210 - R

ADMINISTRATION

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Principals

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

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

Scobey K-12 Schools

Adopted on:  
Reviewed on: 1/23/17  
Revised on:

6410 - R

ADMINISTRATION

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Evaluation of Administrative Staff

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

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

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

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

Legal Reference: 10.55.701, ARM Board of Trustees

Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

Revised on:

6420

ADMINISTRATION

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Professional Growth and Development

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

The Administrator is encouraged to be a member of and participate in professional associations which have as their purposes the upgrading of school administration and the continued improvement of education in general.

Legal Reference: § 20-1-304, MCA Pupil-instruction-related day

# SCOBEEY SCHOOL DISTRICT

**R = required**

## 7000 SERIES FINANCIAL MANAGEMENT

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# Scobey K-12 Schools

Adopted on: 1/23/17

Reviewed on:

Revised on:

7000

## FINANCIAL MANAGEMENT

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### Goals

Because educational programs are dependent on adequate funding and the proper management of those funds, District goals can best be attained through efficient fiscal management. As trustee of local, state, and federal funds allocated for use in public education, the Board shall fulfill its responsibility to see that funds are used to achieve the intended purposes.

Because of resource limitations, fiscal concerns often overshadow the educational program. Recognizing this, the District must take specific action to ensure that education remains primary. This concept shall be incorporated into Board operations and into all aspects of District management and operation.

The Board seeks to achieve the following goals in the District's fiscal management:

1. Engage in advance planning, with staff and community involvement, to develop budgets which will achieve the greatest educational returns in relation to dollars expended.
2. Establish levels of funding which shall provide superior education for District students.
3. Provide timely and appropriate information to staff who have fiscal responsibilities.
4. Establish efficient procedures in all areas of fiscal management.

Legal Reference: Title 20, Chapter 9, MCA Finance

Scobey K-12 Schools

Adopted on:  
Reviewed on:

7008

FINANCIAL MANAGEMENT

Revised on: 06/06/17

Nonresident Student Attendance Agreement (Tuition/Transportation Costs)

Whenever a nonresident student is to be enrolled in the District, either by choice or by placement, an attendance agreement must be filed with the Board. Terms of the agreement must include tuition rate, the party responsible for paying tuition and the schedule of payment, transportation charges, if any, and the party responsible for paying transportation costs.

Tuition rates shall be determined annually, consistent with Montana law and approved by the Board.

Cross Reference: 3141 Discretionary Nonresident Student Attendance Policy

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
	10.10.301, ARM	Calculating Tuition Rates

Scobey K-12 Schools

Adopted on:  
Reviewed on: 06/06/17  
Revised on:

7110

FINANCIAL MANAGEMENT

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Budget and Program Planning

The annual budget is evidence of the Board’s commitment to the objectives of the instruction programs. The budget supports immediate and long-range goals and established priorities within all areas – instructional, non-instructional, and administrative programs.

Before presentation of a proposed budget for adoption, the Superintendent will prepare, for the Board’s consideration, recommendations (with supporting documentation) designed to meet the needs of students, within the limits of anticipated revenues.

Program planning and budget development [will/may] provide for staff participation and the sharing of information with patrons before any action by the Board.

Scobey K-12 Schools

Adopted on: 02/19/90

Reviewed on:

Revised on: 06/06/17

7121

FINANCIAL MANAGEMENT

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Budget Adjustments

When any budgeted fund line item is in excess of the amount required, the Board may transfer any of the excess appropriation to another line item(s) within the same fund.

The Board authorizes the administration to transfer line items within the same budgeted fund to adjust line item overdrafts or to meet special line item needs. Line item budget transfers to adjust line item overdrafts are at the discretion of the administrators.

Total budget expenditures for each fund as adopted in the final budget shall constitute the appropriations of the District for the ensuing fiscal year. The Board will be limited in the incurring of expenditures to the total of such appropriations.

With timely notice of a public meeting, trustees, by majority vote of those present, may declare by resolution that a budget amendment (in addition to the final budget) is necessary. Budget amendments are authorized for specified reasons by § 20-9-161, MCA. The resolution must state the facts constituting the need for the budget amendment, the funds affected by the budget amendment, the anticipated source of financing, the estimated amount of money required to finance the budget amendment, and the time and place the trustees will meet for the purpose of considering and adopting the budget amendment for the current school fiscal year.

The meeting to adopt a budget amendment will be open and will provide opportunity for any taxpayer to appear and be heard. Budget procedures will be consistent with statutory requirements. When applicable, the District will apply for state financial aid to supplement the amount to be collected from local taxes.

Legal Reference:	§ 20-9-133, MCA	Adoption and expenditure limitations of final budget
	§ 20-9-161, MCA	Definition of budget amendment for budgeting purposes
	§ 20-9-162, MCA	Authorization for budget amendment adoption
	§ 20-9-163, MCA	Resolution for budget amendment – petition to superintendent of public instruction
	§ 20-9-164, MCA	Notice of budget amendment resolution
	§ 20-9-165, MCA	Budget amendment limitation, preparation, and adoption procedures
	§ 20-9-166, MCA	State financial aid for budget amendments
	§ 20-9-208, MCA	Transfers among appropriation items of fund – transfers from fund to fund

Scobey K-12 Schools

Adopted on:  
Reviewed on:

7210

FINANCIAL MANAGEMENT

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Revised on: 06/06/17

Revenues

The District will seek and utilize all available sources of revenue for financing its educational programs, including revenues from non-tax, local, state, and federal sources. The District will properly credit all revenues received to appropriate funds and accounts as specified by federal and state statutes and accounting and reporting regulations for Montana school districts.

The District will collect and deposit all direct receipts of revenues as necessary but at least once monthly. The District will make an effort to collect all revenues due from all sources, including but not limited to rental fees, bus fees, fines, tuition fees, other fees and charges. Uncollectible checks may be turned over to the county attorney for collection.

Legal Reference: Title 20, Chapter 9, MCA Finance  
Title 10, Chapter 10, ARM Special Accounting Practices

1 Scobey K-12 Schools

2  
3 Adopted on: 01/15/2020

4 Reviewed on:

5 7215

6 FINANCIAL MANAGEMENT

7 Revised on:

8 Obligations and Loans

9 The District may, without a vote of the electors of the District, secure loans from or issue and sell  
10 to the board of investments or a bank, building and loan association, savings and loan  
11 association, or credit union that is a regulated lender under Montana law, obligations for the  
12 purpose of financing all or a portion of:

- 13
- 14 A. the costs of vehicles and equipment and construction of buildings used primarily
- 15 for the storage and maintenance of vehicles and equipment;
- 16 B. the costs associated with renovating, rehabilitating, and remodeling facilities,
- 17 including but not limited to roof repairs, heating, plumbing, electrical systems,
- 18 and cost-saving measures as defined in Montana law;
- 19 C. the costs of nonpermanent modular classrooms necessary for student instruction
- 20 when existing buildings of the district are determined to be inadequate by the
- 21 trustees;
- 22 D. any other expenditure that the district is otherwise authorized to make including
- 23 the payment of settlements of legal claims and judgments; and
- 24 E. the costs associated with the issuance and sale of the obligations.
- 25

26 Before seeking to secure a loan or issue and sell obligations to a regulated lender, the District  
27 shall first offer the board of investments a written notice of the board's right of first refusal. If  
28 the board of investments accepts the offer to issue a loan or purchase obligations, the board shall  
29 provide a written response to the trustees by the later of:

- 30
- 31 A. 120 days following delivery of the trustees' offer to the board; or
- 32 B. the day after the next meeting of the board of investments.
- 33

34 If the trustees have not received a written acceptance by the deadline the District may seek to  
35 secure a loan or issue and sell an obligation to a regulated lender as outlined in this policy and  
36 Montana law.

37  
38 The District may access its major maintenance aid account for school facility projects, including  
39 the payment of principal and interest on obligations issued in accordance with this policy and  
40 Montana law for school facility projects,

41  
42 Legal Reference: Section 20-9-471, MCA - Issuance of obligations  
43 Section 20-9-525, MCA - School major maintenance aid account  
44

# Scobey K-12 Schools

Adopted on: 1/23/17

Reviewed on:

7225

PERSONNEL

Revised on:

## Crowdfunding Proposals

All crowd funding requests and receivables are governed and supervised by board policy. Crowd funding endeavors are generally viewed as beneficial when coordinated with district goals, initiatives, and existing plans. Proposals, products, and resources generated through crowd funding must receive prior approval from the Superintendent or designee. Approvals for proposals or gifted resources may be denied based upon but not limited to: technology, curricular, and/or activities incompatibility; long term sustainability concerns regarding materials, service, and/or staffing; conflicts with district initiatives, state or federal law.

If a proposal is successfully funded:

- The author(s) shall immediately notify the building principal.
- A check should be requested to be mailed to the school in the name of the school, not to an individual person.
- All gifts, grants, bequests and contributions must be officially accepted in accordance Policy 7260 (Endowments, Gifts, and Investments).
- All non-monetary items (supplies, equipment, etc.) obtained are the property of the Scobey School District and all inventory procedures apply, and, if applicable, will remain in the school where the author(s) was (were) located at time of the grant award.
- All monetary donations should be recorded by the activities secretary in the Schools Funds accounting system at each school.

A file is to be maintained at the school for any crowd funding request. This file should include: the principal's/administrator's fundraising approval form, the written detail of the projects as well as what is posted on the platform website, any photos or images posted with the project and a copy of all agreements and permission forms.

Only district related/approved groups are permitted to operate under this policy and that non-District groups may not use the District's name, network or infrastructure to conduct online fundraising.

As public employees, staff members are subject to Montana public employees ethics laws. Staff members may not solicit or accept material, cash, or equipment intended for personal use from individuals or through a crowd source effort that could be considered a gift of substantial value or that otherwise violates the ethics statutes.

Cross Reference:	Policy 7260	Endowments, Gifts, and Investments
Legal Reference:	§20-6-601, MCA	Power to accept gifts
	§20-6-604, MCA	Sale of property when resolution passed after hearing – appeal procedure
	§2-2-102(3), MCA	Definitions
	§2-2-104, MCA	Rules of conduct for public officers, legislators, and public employees

Scobey K-12 Schools

Adopted on: 02/19/90  
Reviewed on: 06/06/17  
Revised on: 9/12/2017

7231

FINANCIAL MANAGEMENT

Federal Impact Funds

It is the intent of the District that all American Indian children of school age have equal access to all programs, services, and activities offered in the District.

It is also the intent of the District to fully comply with the requirements of Title VII of the Elementary and Secondary Education Act (ESEA) and regulations relating thereto. To that end, the District shall:

1. Provide tribal officials and parents of Indian children with relevant applications, evaluations, program plans and information related to the District’s education program and activities sufficient advance notice for an opportunity to comment on the participation of Indian children on an equal basis in all programs and activities offered by the District;
2. Annually assess the extent to which Indian students are participating on an equal basis in the educational programs and activities of the District;
3. If and when necessary, modify its educational programs to ensure that Indian children participate on an equal basis with non-Indian children served by the District;
4. Respond at least annually in writing to comments and recommendations made by tribes or parents of Indian children, and disseminate the responses to the tribe and parents of Indian children prior to the submission of the IPP’s.
5. Provide an opportunity for tribes and parents of Indian children to provide their views on the District’s educational program and activities, including recommendations on the needs of their children and how the District may help those children realize their benefits of the District’s education programs and activities.
6. Provide a copy of the IPP’s annually to the affected tribe or tribes.





# Scobey K-12 Schools

Adopted on: 2/19/90  
Reviewed on: 06/06/17  
Revised on: 9/12/17

7231P

## FINANCIAL MANAGEMENT

Page 1 of 2

### Federal Impact Funds

The Board adopts the following procedures as required by Title VII of the Elementary and Secondary Education Act (ESEA):

1. The Superintendent and/or his/her designee will disseminate information and seek timely input regarding the following programs on its educational program (including but, not limited to): Title I, Part A, Title I, Part C, Title I, Part D, Title II, Part A, Title III, Part A, Title IV, Part A, Title IV, Part B, Title V, Part B subpart 2, Title VI, Part A, subpart 1, Title VII-Impact Aid programs, Johnson O'Malley programming.

The completed applications, evaluations, and program planning will be made available to parents of Indian children, Tribal officials, and the Indian Education Committee and a summary will be prepared and disseminated two weeks in advance of public meetings held in December and January to afford all interested parties the opportunity to review the documents with sufficient time to provide thoughtful input at the meetings. These meetings will be publicly advertised by electronic notice of the District's website to allow all interested parties to attend.

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

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

2. The Scobey School District will take the following measures to annually assess the extent to which Indian children participate on an equal basis with non-Indian children in the District's education program and activities.
  - A. The District will monitor Indian student participation in all academic and co-curricular activities.
  - B. School district officials will review school data to assess the extent of Indian children's participation in the District's education programs on an equal basis.
  - C. The District will share its assessment of district funding, Indian student participation, related academic achievements and other related data will be shared with the parents of Indian children and tribal officials by (mail, email, posting at tribal offices, etc.).
  - D. Parents of Indian children, tribal officials and other interested parties may express their views on participation through direct communication with the school district, at any school board meeting or to the Indian Education Committee (Parent Advisory Committee).
  - E. Copies of annual reports will be provided to tribal officials.

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3. During the organization meeting of the Indian Education Committee (Parent Advisory Committee), the Indian Policies and Procedures (Policies 7231-7231P) will be reviewed and revised if necessary. Once this has happened, the document will be forwarded to the Scobey School Board as well as the tribal officials and parents of Indian children for review and consideration. If necessary, the Indian Education Committee (Parent Advisory Committee) may suggest revisions at other times of the year as appropriate. Any updates will be sent to parents of Indian children and tribal officials with two weeks prior of adoption by the Scobey School Board.

4. The Scobey School District will respond at least annually in writing to comments and recommendations made by tribes or parents of Indian children, and disseminate the responses to the tribe and parents of Indian children prior to the submission of the IPP's by the District.

5. The Indian Education Committee (parent Advisory Committee) of the District will meet quarterly for the purpose of addressing comments and concerns of parents of Indian children regarding the District's educational programs and activities. The meeting agendas are posted and all meetings are open to the public allowing for tribal officials as well as parents of Indian children the opportunity to submit comments and recommendations for consideration.

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

At an annual board meeting held in October, members of the Indian community will be afforded the opportunity to provide comments and suggestions regarding programming for Indian students.

6. The District will annually provide a current copy of Policies 7231 and 72131P to the Assiniboine and Sioux tribes by email.

Legal Reference:	20 U.S.C.S. 7701, et seq.	The Impact Aid Program Statute (Title VII of the Elementary and Secondary Education Act of 1965)
	34 CFR 222.94	What provisions must be included in a local educational agency's Indian policies and procedures?

Scobey K-12 Schools

Adopted on:  
Reviewed on:

7251

FINANCIAL MANAGEMENT

Revised on: 06/06/17, 7/22/22

Disposal and Sale of School District Property

Without a Vote

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.

To effect proper disposal, the trustees shall pass a resolution stating their decision concerning property disposal. The resolution will not become effective until fourteen (14) days after the resolution is published in a newspaper of general circulation in the District.

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.

With a Vote

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 in accordance with the provisions in Section § 20-6-6043,MCA.

The money realized from the sale or disposal of real or personal property of the district must be credited to the debt service fund, building fund, general fund, or other appropriate fund, at the discretion of the trustees.

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

Scobey K-12 Schools

Adopted on:  
Reviewed on:

7260

FINANCIAL MANAGEMENT Revised on: 06/06/17, 01/15/2020

Endowments, Gifts, and Investments

The Board may accept gifts, endowments, legacies, and devises subject to the lawful conditions imposed by the donor or without any conditions imposed. Unless otherwise specified by the donor, when a district receives a donation the trustees may deposit the donation in any budgeted or non-budgeted fund at the discretion of the trustees and may thereafter transfer any portion of the donation to any other fund at the discretion of the trustees. If the trustees accept a donation and the donor specifies the donation for an endowment, the trustees shall deposit the donation in the endowment fund. Neither the Board nor the Superintendent will approve any gifts that are inappropriate.

If the District deposited donated funds in an endowment fund without specific instruction by the donor, the Board may move the donated funds and any accumulated interest to any other budgeted or nonbudgeted fund of the District and may spend donated funds and any accumulated interest unless restricted by condition imposed by the donor.

The Board authorizes the Superintendent to establish procedures for determining the suitability or appropriateness of all gifts received and accepted by the District.

Once accepted, donated funds are public funds subject to state law. Donated funds may not be transferred to a private entity. Benefactors may not adjust or add terms or conditions to donated funds after the donation has been accepted.

The Board directs that all school funds be invested in a prudent manner so as to achieve maximum economic benefit to the District. Funds not needed for current obligations may be invested in investment options as set out in Montana statutes, whenever it is deemed advantageous for the District to do so.

Educational Foundations may exist in the community, but are not managed, directed, or approved by the Board of Trustees.

Legal Reference:	§ 20-6-601, MCA	Power to accept gifts
	§ 20-7-803, MCA	Authority to accept gifts
	§ 20-9-212, MCA	Duties of county treasurer
	§ 20-9-213(4), MCA	Duties of trustees
	§ 20-9-604, MCA	Gifts, legacies, devises, and administration of endowment fund
	§ 72-30-209, MCA	Appropriation for expenditure or accumulation of endowment fund – rules of construction

Scobey K-12 Schools

Adopted on:  
Reviewed on: 06/06/17  
Revised on:

7310

FINANCIAL MANAGEMENT

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Budget Implementation and Execution

Once adopted by the Board, the operating budget shall be administered by the Superintendent’s designees. All actions of the Superintendent/designees in executing programs and/or activities delineated in that budget are authorized according to these provisions:

1. Expenditure of funds for employment and assignment of staff shall meet legal requirements of the state of Montana and adopted Board policies.
2. Funds held for contingencies may not be expended without Board approval.
3. A listing of warrants describing goods and/or services for which payment has been made must be presented for Board ratification each month.
4. Purchases will be made according to the legal requirements of the state of Montana and adopted Board policy.

Legal Reference:     § 20-3-332, MCA     Personal immunity of trustees  
                           § 20-9-213, MCA     Duties of trustees

Scobey K-12 Schools

Adopted on: 02/19/90

Reviewed on:

7320

FINANCIAL MANAGEMENT

Revised on: 2/19/07, 06/06/17,

7/9/18

Purchasing

Authorization and Control

The Superintendent is authorized to direct expenditures and purchases within limits of the detailed annual budget for the school year. The Board must approve purchase of capital outlay items, when the aggregate total of a requisition exceeds \$2,500, except the Superintendent shall have the authority to make capital outlay purchases without advance approval when necessary to protect the interests of the District or the health and safety of staff or students. The Superintendent will establish requisition and purchase order procedures to control and maintain proper accounting of expenditure of funds. Staff who obligate the District without proper authorization may be held personally responsible for payment of such obligations.

Bids and Contracts

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

Advertisement for bid must be made once each week for two (2) consecutive weeks, and a second (2<sup>nd</sup>) publication must be made not less than five (5) nor more than twelve (12) days before consideration of bids.

The Superintendent will establish bidding and contract-awarding procedures. Bid procedures will be waived only as specified in statute. Any contract required to be let for bid shall contain language to the following effect:

*In making a determination as to which vendor is the lowest responsible bidder, if any, the District will take into consideration not only the pecuniary ability of a vendor to perform the contract, but will also consider the skill, ability, and 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)	



Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

Revised on:

7325

FINANCIAL MANAGEMENT

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Accounting System Design

The District accounting system will be established to present, with full disclosure, the financial position and results of financial operations of District funds and account groups in conformity with generally accepted accounting principles. The accounting system must be in compliance with accounting system requirements established by legislative action. The accounting system shall be able to demonstrate compliance with finance-related legal and contractual provisions.

Scobey K-12 Schools

Adopted on:  
Reviewed on: 06/06/17  
Revised on:

7326

FINANCIAL MANAGEMENT

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Documentation and Approval of Claims

All financial obligations and disbursements must be documented in compliance with statutory provisions and audit guidelines. Documentation will specifically describe acquired goods and/or services, budget appropriations applicable to payment, and required approvals. All purchases, encumbrances and obligations, and disbursements must be approved by the administrator designated with authority, responsibility, and control over budget appropriations. The responsibility for approving these documents cannot be delegated.

The District business office is responsible for developing procedures and forms to be used in the requisition, purchase, and payment of claims.

Scobey K-12 Schools

Adopted on: 06/20/83

Reviewed on:

Revised on: 06/06/17

7329

FINANCIAL MANAGEMENT

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Petty Cash Funds

The use of petty cash funds shall be authorized for specific purchases only. Those purchases will include individual purchases of supplies and materials under the amount of \$200.00, postage, delivery charges, and freight. Individual personal reimbursements which exceed \$25.00 should not be made from petty cash funds. Petty cash accounts will be maintained as cash on hand, with the total dollar amount of the petty cash account limited to \$400.00.

The District Clerk is designated as the fund custodian to carry out bookkeeping and security duties. Moneys not specifically designated as petty cash will not be comingled with the petty cash fund. At the conclusion of each school year, all petty cash funds must be closed out and the petty cash vouchers and cash on hand returned to the business office for processing.

The District business office is responsible for establishing procedures for use and management of petty cash funds.

Scobey K-12 Schools

Adopted on: 1/23/17

Reviewed on:

Revised on:

7330

FINANCIAL MANAGEMENT

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Payroll Procedures/Schedules

The District will establish one (1) or more days in each month as fixed paydays for payment of wages in accord with the current collective bargaining agreement or District practice. Employees may choose to have their salaries paid in full upon the last pay date following completion of their assignments or may annualize their pay. Employees who choose to receive payment of wages beyond the period in which the wages were earned (deferred payment) will be subject to Internal Revenue Service (IRS) penalties, unless they provide a written election of such deferral prior to (the first (1<sup>st</sup>) duty day) (July 1)<sup>1</sup> of the year of deferral. Forms for such deferral shall be made available. Any change to the election must be made prior to the first (1<sup>st</sup>) duty day of the fiscal year of the deferment.

When a District employee quits, is laid off, or is discharged, wages owed will be paid on the next regular payday for the pay period in which the employee left employment or within fifteen (15) days, whichever occurs first.

Cross Reference: 5500 Payment of Wages upon Termination

Legal Reference: § 409A, Internal Revenue Code, Deferred Compensation

Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

Revised on:

7330F

FINANCIAL MANAGEMENT

**PAYROLL PROCEDURES/SCHEDULES**  
**(Deferred Wage Payment Election Form)**

By my signature I hereby acknowledge that I have read and understand the School District's policy on deferred wages. Furthermore, by my signature on this form, I am electing to defer payment of my wages on an annualized basis consisting of \_\_\_\_\_ payments. I understand that any change from an annualized election of payment requires that I notify the District prior to the beginning of duty for the fiscal year in which the change is being given.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Date signed

1 Scobey K-12 Schools

2  
3 Adopted on: 06/06/17

4 Reviewed on:

5 7332

6 FINANCIAL MANAGEMENT

7 Revised on:

10 Advertising in Schools/Revenue Enhancement

11 Revenue enhancement through a variety of District-wide and District-approved marketing  
12 activities, including but not limited to advertising, corporate sponsorship, signage in or on  
13 District facilities, is a Board-approved venture. The Board may approve such opportunities  
14 subject to certain restrictions in keeping with the community standards of good taste.

15 Advertising will model and promote positive values for District students through proactive  
16 educational messages and not be simply traditional advertising of a product. Preferred  
17 advertising includes messages encouraging student achievement and establishment of high  
18 standards of personal conduct.

19  
20 All sponsorship contracts will allow the District to terminate the contract on at least an annual  
21 basis, if it is determined that it will have an adverse impact on implementation of curriculum or  
22 the educational experience of students.

23  
24 The revenue derived should:

- 25  
26 • Enhance student achievement;  
27 • Assist in maintenance of existing District athletic and activity programs; and  
28 • Provide scholarships for students participating in athletic, academic, and activity  
29 programs, who demonstrate financial need and merit.

30  
31 Appropriate opportunities for marketing activities include but are not limited to:

- 32  
33 1. Fixed signage.  
34 2. Banners.  
35 3. District-level publications.  
36 4. Television and radio broadcasts.  
37 5. Athletic facilities, including stadiums, high school baseball fields, and high school  
38 gymnasiums.  
39 6. District-level projects.  
40 7. Expanded usage of facilities beyond traditional uses (i.e., concerts, rallies, etc.).  
41 8. The interior and exterior of a limited number of District buses, if the advertising is  
42 associated with student art selected by the District. The only advertising information  
43 allowed will note sponsorship of the student art by the participant. Maintenance for these  
44 buses will include but not exceed normal maintenance costs.  
45 9. Individual school publications (when not in conflict with current contracts).

Advertising will not be allowed in classrooms, other than corporate-sponsored curriculum materials approved subject to Board policy.

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

Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

Revised on:

7335

FINANCIAL MANAGEMENT

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Personal Reimbursements

While it is recommended that all purchases of goods or services be made within established purchasing procedures, there may be an occasional need for an employee to make a purchase for the benefit of the District from personal funds. In that event, an employee will be reimbursed for a personal purchase under the following criteria:

1. It is clearly demonstrated that the purchase is of benefit to the District;
2. The purchase was made with the prior approval of an authorized administrator;
3. The item purchased was not available from District resources; and
4. The claim for personal reimbursement is properly accounted for and documented with an invoice or receipt.

The District business office is responsible for developing procedures and forms to be used in processing claims for personal reimbursements.



Scobey K-12 Schools

Adopted on:  
Reviewed on:

7336

FINANCIAL MANAGEMENT

Revised on: 06/06/17

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Travel Allowances and Expenses

The District will reimburse employees and trustees for travel expenses while traveling outside the District and engaged in official District business. District employees who are not exempted by another policy will be reimbursed according to the current state/federal levels pursuant to Montana/Federal law. All travel expenses must be reported on the established travel expense and approved by the employee’s supervisor and the Superintendent.

The District business office is responsible for development of procedures and forms to be used in connection with travel expense claims and reimbursements.

Legal Reference:	§ 2-18-501, MCA	Meals, lodging, and transportation of persons in state service
	§ 2-18-502, MCA	Computation of meal allowance
	§ 2-18-503, MCA	Mileage – allowance
	IRS.gov	

Scobey K-12 Schools

Adopted on: 1/23/17

Reviewed on:

Revised on:

7405

FINANCIAL MANAGEMENT

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Procurement Card Use

The Board of Trustees permits the use of procurement cards for actual and necessary expenses incurred in the performance of work-related duties for the District. A list of those individuals that will be issued a District procurement card will be maintained in the business office and reported to the Board each year at its meeting in June.

The District has 18 procurement card(s), with a credit limit not to exceed \$50,000.00.

Procurement cards may only be used for legitimate District business expenditures. The use of procurement cards is not intended to circumvent the District’s policy on purchasing.

Users must take proper care of District credit cards and take all reasonable precautions against damage, loss, or theft. Any damage, loss, or theft must immediately be reported to the business office and to the appropriate financial institution. Failure to take proper care of credit cards or failure to report damage, loss, or theft may subject the employee to financial liability.

Purchases that are unauthorized, illegal, represent a conflict of interest, are personal in nature, or violate the intent of this policy may result in procurement card revocation and discipline of the employee.

Users must submit detailed documentation, including itemized receipts for commodities, services, travel, and/or other actual and necessary expenses which have been incurred in connection with school-related business for which the procurement card has been used.

The Superintendent shall establish regulations governing the issuance and use of procurement cards. Each cardholder shall be apprised of the procedures governing the use of the procurement card, and a copy of this policy and accompanying regulations shall be given to each cardholder.

The District Clerk shall monitor the use of each procurement card every month and report any serious problems and/or discrepancies directly to the Superintendent and the Board.

Cross Reference:     7320   Purchasing  
                          7335   Personal Reimbursement  
                          7336   Travel Allowances and Expenses

Legal Reference:     §2-7-503, MCA     Financial reports and audits of local government entities

Scobey K-12 Schools

Adopted on:  
Reviewed on:

7425

FINANCIAL MANAGEMENT

Revised on: 06/06/17

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Extra- and Co-Curricular Funds

The Board is responsible for establishment and management of student extra- and co-curricular funds. The purpose of student extra- and co-curricular funds is to account for revenues and disbursements of those funds raised by students through recognized student body organizations and activities. The funds shall be deposited and expended by check, in a bank account maintained by the District for student extra- and co-curricular funds. The use of the student extra- and co-curricular funds is limited to the benefit of the students. Students will be involved in the decision-making process related to use of the funds.

The Board shall follow the *Student Activity Fund Accounting* (published by the Montana Association of School Business Officials (MASBO)) in establishing accounting procedures for administration of student extra- and co-curricular funds and will appoint a fund administrator.

Specific procedures are available in the Clerk’s office.

Legal Reference:      § 2-7-503, MCA      Financial reports and audits of local government entities  
                                 § 20-9-504, MCA      Extracurricular fund for pupil functions

Scobey K-12 Schools

Adopted on:  
Reviewed on: 06/06/17  
Revised on:

7430

FINANCIAL MANAGEMENT

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Financial Reporting and Audits

The Board directs that financial reports of all District funds be prepared in compliance with statutory provisions and generally accepted accounting and financial reporting standards. In addition to reports required for local, state, and federal agencies, financial reports will be prepared monthly and annually and presented to the Board. Financial reports shall reflect financial activity and status of District funds.

Appropriate interim financial statements and reports of financial position, operating results, and other pertinent information will be prepared to facilitate management and control of financial operations.

The Board directs that District audits be conducted in accordance with Montana law. Each audit shall be a comprehensive audit of the affairs of the District and District funds. The audits shall comply with all statutory provisions and generally accepted governmental auditing standards. Each audit may be made every two (2) years and cover the immediately preceding two (2) fiscal years, or it may be conducted annually.

Legal Reference:	§§ 2-7-501, et seq., MCA	Audits of Political Subdivisions
	§ 2-7-503, MCA	Financial Reports and Audits of local government entities
	§ 20-9-212, MCA	Duties of county treasurer
	§ 20-9-213, MCA	Duties of trustees

Scobey K-12 Schools

Adopted on: 01/21/01

Reviewed on:

Revised on: 06/06/17

7500

FINANCIAL MANAGEMENT

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Property Records

Property and inventory records will be maintained for all land, buildings, and physical property under District control and will be updated annually.

For purposes of this policy, “equipment” means a unit of furniture or furnishings, an instrument, a machine, an apparatus or a set of articles which retains its shape and appearance with use, is nonexpendable, and does not lose its identity when incorporated into a more complex unit. The Superintendent will ensure inventories of equipment are systematically and accurately recorded and updated annually. Property records of facilities and other fixed assets will be maintained on an ongoing basis. No equipment will be removed for personal or non-school use except in accordance with Board policy.

Property records will show, appropriate to the item recorded, the:

1. Description and identification
2. Manufacturer
3. Date of purchase
4. Initial cost
5. Location
6. Serial number, if available
7. Model number, if available

Equipment may be identified with a permanent tag providing appropriate District and equipment identification.

Cross Reference: 7510 Capitalization Policy for Fixed Assets

Legal Reference: § 20-6-602, MCA Trustees’ power over property  
 § 20-6-608, MCA Authority and duty of trustees to insure district property

Scobey K-12 Schools

Adopted on: 01/21/01

Reviewed on:

Revised on: 06/06/17

7510

FINANCIAL MANAGEMENT

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Capitalization Policy for Fixed Assets

A fixed asset is a property that meets all the following requirements:

1. Must be tangible in nature;
2. Must have a useful life of longer than the current fiscal year; and
3. Must be of significant value.

Fixed assets may be acquired through donation, purchase, or may be self-constructed. The asset value for a donation will be the fair market value at the time of donation. The asset value for purchases will be the initial cost plus the trade-in value of any old asset given up, plus all costs related to placing the asset into operation. The cost of self-constructed assets will include both the cost of materials used and the cost of labor involved in construction of the asset.

The following significant values will be used for different classes of assets:

<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

Cross Reference: 7500 Property Records

Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

Revised on:

7520

FINANCIAL MANAGEMENT

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Independent Investment Accounts

The Board may establish independent investment accounts separate and apart from those funds maintained by the county treasurer. The Board may transfer cash into an independent investment account from any budgeted or non-budgeted funds. A separate account shall be established for each fund from which transfers are made. The principal and any interest earned must be reallocated to the fund from which the deposit was originally made. Unless otherwise provided by law, all other revenue may be sent directly to a participating district’s investment account.

The District may either:

- Establish and use the account as a non-spending account, returning sufficient funds to the county treasurer in time to pay all claims against the applicable fund; or
- Establish a subsidiary checking account and make expenditures from the investment account, provided all transactions are accounted for and reported, as required by applicable accounting principles. If the District desires to establish a subsidiary checking account for purposes of paying for expenditures directly from an investment account, the District must enter into a written agreement with the county treasurer, in accordance with § 20-9-235, MCA.

Legal Reference: § 20-9-235, MCA Authorization for school district investment account

Scobey K-12 Schools

Adopted on: 1/23/17

Reviewed on:

Revised on:

7525

FINANCIAL MANAGEMENT

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Lease-Purchase Agreement

The trustees of a district can lease property with an option to purchase.

Personal property -- the lease cannot be more than seven (7) years.

Real property -- the lease cannot be more than fifteen (15) years.

The terms of the lease must comply with 20-6-625, MCA. If real property is acquired, the trustees shall comply with 20-6-603, MCA.

The trustees of any district may lease buildings or land suitable for school purposes when it is within the best interests of the district to lease the buildings or land from the county, municipality, another district, or any person. The term of the lease may not be for more than fifteen (15) years unless prior approval of the qualified electors of the district is obtained in the manner prescribed by law for school elections, in which case the lease may be for a term approved by the qualified electors, but not exceeding ninety-nine (99) years. Whenever the lease is for a period of time that is longer than the current school fiscal year, the lease requirements for the succeeding school fiscal years shall be an obligation of the final budgets for such years.

Cross Reference:	Policy 7251	Disposal of school district property without a vote.
Legal Reference:	§ 20-6-603, MCA	Trustees' authority to acquire or dispose of sites and buildings – when election required.
	§ 20-6-609, MCA	Trustees' authority to acquire property by lease-purchase agreement.
	§ 20-6-625, MCA	Authorization to lease buildings or land for school purposes.



Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

Revised on: 7/9/18

7530

FINANCIAL MANAGEMENT

Procurement of Supplies or Services

The Board adopts all applicable provisions of the Montana Procurement Act (i.e., §§ 18-4-121, et seq., MCA).

**OR**

The Board adopts the following provisions of the Montana Procurement Act:

- § 18-4-303(8), MCA – Competitive sealed bidding. With the exception of construction contracts, allows the District to negotiate an adjustment of the bid price with the lowest responsible and responsive bid in order to bring the bid within the amount of available funds, if, and only if, all bids exceed available funds and the lowest responsible bid does not exceed available funds by more than five percent (5%).
- § 18-4-306, MCA – Sole source procurement. A contract may be awarded for a supply or service item without competition when, the District determines in writing that:
  - (a) there is only one source for the supply or service item;
  - (b) only one source is acceptable or suitable for the supply or service item; or
  - (c) the supply or service item must be compatible with current supplies or services.
- § 18-4-307, MCA - Cancellation of invitations for bids or requests for proposals. An invitation for bids, a request for proposals, or other solicitation may be cancelled or any or all bids or proposals may be rejected in whole or in part, as may be specified in the solicitation, when it is in the best interests of the state. The reasons therefor must be made part of the contract file.

Legal Reference:	§ 18-4-121, et seq., MCA	Montana Procurement Act
	§ 18-4-303, MCA	Competitive Sealed Bidding
	§ 18-4-306, MCA	Sole Source Procurement--records
	§ 18-4-307, MCA	Cancellation of invitations for bids or requests for proposals
	2.5.604, ARM	Sole Source Procurement

Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

Revised on:

7535

FINANCIAL MANAGEMENT

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	Definitions
	30-18-106(4), MCA	Legal recognition of electronic records, electronic signatures, and electronic contracts
	42.8.106, ARM	Electronic submission of documents and electronic signatures

1 Scobey K-12 Schools

2  
3 Adopted on: 06/06/17

4 Reviewed on:

5 7550

6 FINANCIAL MANAGEMENT

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7 Revised on:

8  
9 Indirect Cost Reimbursement

10  
11 Occasionally the Scobey K-12 Schools will receive indirect cost reimbursements from the Office  
12 of Public Instruction. Montana Code Annotated, 20-9-507, provides indirect costs  
13 reimbursements be spent at the discretion of the trustees.

14  
15 The indirect cost reimbursements are not usually accumulated year-to-year without purpose, and  
16 are normally used for general administrative expenses.

17  
18 Prior to the end of each budget year the Superintendent or Business Manager will present to the  
19 Board of Trustees, at a regular or special meeting, information regarding the amount of indirect  
20 cost reimbursement received along with a recommendation of expenditure for the amount. The  
21 Board of Trustees must approve the indirect costs reimbursement each year.

22  
23  
24 Legal Reference: § 20-9-507, MCA Miscellaneous programs fund

25  
26 Additional Reference: Indirect Cost Rates, OPI

Scobey K-12 Schools

Adopted on: 7/22/22

Reviewed on:

Revised on:

7625

FINANCIAL MANAGEMENT

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Use of Enhanced Tax Credit Receipts

On receiving a donation from an enhanced tax credit, the District shall seek preapproval, in a manner prescribed by the Department of Revenue (DOR), that the amount of tax credit sought by the taxpayer is available under the aggregate limit set in statute. Upon preapproval by the DOR, the District shall issue a receipt, in a form prescribed by the DOR, to each contributing taxpayer indicating the value of the donation received and documenting the preapproval of the credit.

The District shall use the funds received from an enhanced tax credit for innovative educational programs specified in law which are defined as:

- (a) transformational learning as defined in Section 20-7-1602, MCA;
- (b) advanced opportunity as defined in Section 20-7-1503, MCA;
- (c) any program, service, instructional methodology, or adaptive equipment used to expand opportunity for a child with a disability as defined in Section 20-7-401, MCA;
- (d) any courses provided through work-based learning partnerships or for postsecondary credit or career certification under Policy 2600; and
- (e) technology enhancements, including but not limited to any expenditure incurred for purposes specified in Section 20-9-533, MCA.

Legal Reference: Title 15, Chapter 30, Part 31, MCA- Tax Credit for Qualified Education Contributions

**SCOBEEY SCHOOL DISTRICT**

**R = required**

**8000 SERIES  
NONINSTRUCTIONAL OPERATIONS**

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Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

Revised on:

8000

NONINSTRUCTIONAL OPERATIONS

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Goals

In order for students to obtain the maximum benefits from their educational program, a complex set of support services must be provided by the District. These services are essential to the success of the District, and the staff that provides them is an integral part of the educational enterprise. Because resources are always scarce, all assets of District operations, including noninstructional support services, shall be carefully managed in order to obtain maximum efficiency and economy. To that end, the goal of the District is to seek new ways of supporting the instructional program, which shall maximize the resources directly available for students' learning programs.

# Scobey K-12 Schools

Adopted on: 02/19/90

Reviewed on:

Revised on: 06/06/17

8100

## NONINSTRUCTIONAL OPERATIONS

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Page 1 of 2

### Transportation

The District may provide transportation to and from school for a student who:

1. Resides three (3) or more miles, over the shortest practical route, from the nearest operating public elementary or public high school;
2. Is a student with a disability, whose IEP identifies transportation as a related service; or
3. Has another compelling and legally sufficient reason to receive transportation services.

The District may elect to reimburse the parent or guardian of a student for individually transporting any eligible student.

The District may provide transportation by school bus or other vehicle or through individual transportation such as paying the parent or guardian for individually transporting the student. The Board may pay board and room reimbursements, provide supervised correspondence study, or provide supervised home study. The Board may authorize children attending an approved private school to ride a school bus, provided that space is available and a fee to cover the per-seat cost for such transportation is collected. The District may transport and charge for an ineligible public school student, provided the parent or guardian pays a proportionate share of transportation services. Fees collected for transportation of ineligible students shall be deposited in the transportation fund. Transportation issues that cannot be resolved by the trustees may be appealed to the county transportation committee.

Homeless students shall be transported in accordance with the McKinney Homeless Assistance Act and state law.

### In-Town Busing

In-town busing is defined as the busing of students within three (3) miles of their school. In-town busing is a privilege the District can discontinue at any time. The Superintendent will establish guidelines under which a student may request in-town busing.

### Children in Foster Care

The Superintendent will appoint a Point of Contact (POC) to coordinate activities relating to the District's provisions of services to children placed in foster care, including transportation services. The Superintendent, or designee, will inform the Department of Health and Human Services who is the POC for the District. The District will collaborate with the Department of Health and Human Services when transportation is required to maintain children placed in foster care in a school of origin outside their usual attendance area or District when in the best interest of the student. Under the supervision of the 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.



1  
2  
3  
4 If there are additional costs to be incurred in providing transportation to maintain a student in the school  
5 of origin, the District will provide transportation to such school if:  
6 The Department agrees to reimburse the District for the cost of such transportation;  
7 The District agrees to pay for the cost of such transportation; or  
8 The District and the Department agree to share the cost of such transportation.  
9

10 Definitions

11  
12 “Foster Care” means 24-hour care for children placed away from their parents, guardians, or person  
13 exercising custodial control or supervision and for whom the Department has placement care and  
14 responsibility.  
15

16 “School of origin” means the school in which a child is enrolled at the time of placement in foster care.  
17

18 While “Best Interest” is not defined in ESSA, that determination shall take into account all relevant  
19 factors, including consideration of the appropriateness of the current educational setting, and the  
20 proximity to the school in which the child is enrolled at the time fo foster care placement.  
21

22	Legal Reference:	§ 20-10-101, MCA	Definitions
23		§ 20-10-121, MCA	Duty of trustees to provide transportation – types
24			of transportation – bus riding time limitation
25		§ 20-10-122, MCA	Discretionary provision of transportation and
26			payment for this transportation
27		§ 20-10-123, MCA	Provision of transportation for nonpublic school
28			children
29		10.7.101, et seq., ARM	Pupil Transportation
30		10.64.101-700, et seq., ARM	Transportation
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Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

8102

NONINSTRUCTIONAL OPERATIONS

Revised on:

Contracting for Transportation Services

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 (1<sup>st</sup>) 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.

No money shall be expended, unless a contract with a private carrier has been executed. The Board Chairperson will sign such contracts on behalf of the District.

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

Scobey K-12 Schools

Adopted on:  
Reviewed on: 06/06/17  
Revised on:

8110 NONINSTRUCTIONAL OPERATIONS

Bus Routes and Schedules

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

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

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

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

Bus Stops

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3  
4 Buses should stop only at designated places approved by school authorities. Exceptions should  
5 be made only in cases of emergency and inclement weather conditions.  
6

7 Bus stops shall be chosen with safety in mind. Points shall be selected where motorists  
8 approaching from either direction will have a clear view of the bus for a distance of at least three  
9 hundred (300) to five hundred (500) feet.  
10

11 School loading and unloading zones are to be established and marked to provide safe and orderly  
12 loading and unloading of students. The principal of each building is responsible for the conduct  
13 of students waiting in loading zones.  
14

#### 15 Delay in Schedule

16  
17 The driver is to notify the administration of a delay in schedule. The administration will notify  
18 parents on routes and radio stations, if necessary.  
19

#### 20 Responsibilities - Students

21  
22 Students must realize that safety is based on group conduct. Talk should be in conversational  
23 tones at all times. There should be no shouting or loud talking which may distract the bus driver.  
24 There should be no shouting at passersby. Students should instantly obey any command or  
25 suggestions from the driver and/or his/her assistants.  
26

#### 27 Responsibilities - Parents

28  
29 The interest and assistance of each parent is a valued asset to the transportation program.  
30 Parents' efforts toward making each bus trip a safe and pleasant experience are requested and  
31 appreciated. The following suggestions are only three of the many ways parents can assist:  
32

- 33 1. Ensure that students are at the bus stop in sufficient time to efficiently meet the bus.
- 34 2. Properly prepare children for weather conditions.
- 35 3. Encourage school bus safety at home. Caution children regarding safe behavior and  
36 conduct while riding the school bus.  
37

#### 38 Safety

39  
40 The Superintendent will develop written rules establishing procedures for bus safety and  
41 emergency exit drills and for student conduct while riding buses.  
42

43 If the bus and driver are present, the driver is responsible for the safety of his/her passengers,  
44 particularly for those who must cross a roadway prior to loading or after leaving the bus. Except  
45 in emergencies, no bus driver shall order or allow a student to board or disembark at other than  
46 his/her assigned stop unless so authorized by the Superintendent. In order to assure the safety of

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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
	§ 20-10-121, MCA	Duty of trustees to provide transportation – types of transportation – bus riding time limitation
	§ 20-10-132, MCA	Duties of county transportation committee

Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

Revised on:

8111

NONINSTRUCTIONAL OPERATIONS

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Transportation of Students With Disabilities

Transportation shall be provided as a related service, when a student with a disability requires special transportation in order to benefit from special education or to have access to an appropriate education placement. Transportation is defined as:

- (a) Travel to and from school and between schools;
- (b) Travel in and around school buildings or to those activities that are a regular part of the student’s instructional program;
- (c) Specialized equipment (such as special or adapted buses, lifts, and ramps) if required to provide special transportation for a student with disabilities.

The Evaluation Team that develops the disabled student’s Individualized Education Program will determine, on an individual basis, when a student with a disability requires this related service. Such recommendations must be specified on the student’s IEP. Only those children with disabilities who qualify for transportation as a related service under the provisions of the IDEA shall be entitled to special transportation. All other children with disabilities in the District have access to the District’s regular transportation system under policies and procedures applicable to all District students. Utilizing the District’s regular transportation service shall be viewed as a “least restrictive environment.”

Mode of Transportation

One of the District’s buses will be the preferred mode of transportation. Exceptions may be made in situations where buses are prohibited from entering certain subdivisions due to inadequate turning space, or when distance from school may seriously impact bus scheduling. In such situations other arrangements, such as an individual transportation contract, may be arranged with parents. Such voluntary agreement will stipulate in writing the terms of reimbursement.

Legal Reference: 10.16.3820, ARM Transportation for Special Education Students with Disabilities

Scobey K-12 Schools

Adopted on: 02/19/90

Reviewed on:

Revised on: 06/06/17

8121

NONINSTRUCTIONAL OPERATIONS

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District-Owned Vehicles

The District owns and maintains certain vehicles. Included among them are pickups, school buses, and vans. These are for use by properly authorized personnel of the District for District business purposes.

Any driver who receives a citation for a driving violation while operating a District vehicle shall personally pay all fines levied. All citations received while the driver is a District employee, whether operating a District vehicle or not, must be reported and may result in disciplinary action up to and including termination.

Bus and Vehicle Maintenance, District

Buses used in the District’s transportation program shall be in safe and legal operating condition. All buses shall be inspected by the Department of Justice, Montana Highway Patrol, before the beginning of each semester. The Superintendent will establish a specific list of tasks bus drivers will perform on a daily basis. All other District vehicles shall be maintained following established programs developed by the Superintendent.

Scobey K-12 Schools

Adopted on: 02/19/90

Reviewed on:

Revised on: 06/06/17

8123

NONINSTRUCTIONAL OPERATIONS

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Driver Training and Responsibility

Bus drivers shall observe all state statutes and administrative rules governing traffic safety and school bus operation. At the beginning of each school year, the District will provide each driver with a copy of the District’s written rules for bus drivers and for student conduct on buses.

School bus drivers must hold a valid Montana school bus certificate in order for a district to receive state reimbursement for that driver’s bus routes. Qualifications for bus drivers are prescribed by 20-10.103, MCA, and by the board of Public Education in Arm 10.64.201. The first aid certificate required by ARM 10.64.201 must include certification in CPR, be signed by a certified instructor, and be received after an initial in-person training of at least four hours with annual renewals.

A school bus driver is prohibited from operating a school bus while using a cellular phone, including hands free cellular phone devices, except:

- (1) During an emergency situation;
- (2) To call for assistance if there is a mechanical breakdown or other mechanical problem;
- (3) When the school bus is parked.

A driver may not operate a school bus without a valid, current certificate.

A teacher, coach, or other certified staff member assigned to accompany students on a bus will have primary responsibility for behavior of students in his or her charge. The bus driver has final authority and responsibility for the bus. The Superintendent will establish written procedures for bus drivers.

Legal Reference:      § 20-10-103, MCA      School bus driver qualifications  
                                  10.7.111, ARM      Qualification of Bus Drivers  
                                  10.64.201, ARM      Drivers  
                                  National Highway Traffic Safety Administration



Scobey K-12 Schools

Adopted on:  
Reviewed on:

8124

NONINSTRUCTIONAL OPERATIONS

Revised on: 06/06/17

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Student Conduct on Buses

The general student code of conduct is applicable to conduct on school buses.

The Superintendent may establish written rules of conduct for students riding school buses. Such rules will be reviewed annually by the Superintendent and revised if necessary. If rules are substantially revised, they will be submitted to the Board for approval.

At the beginning of each school year, a copy of the rules of conduct for students riding buses will be provided to students, and the classroom teacher and bus driver will review the rules with the students. A copy of the rules will be posted in each bus and will be available upon request at the District office and in each building principal’s office.

The bus driver is responsible for enforcing the rules and will work closely with a parent and building principal to modify a student’s behavior. Rules shall include consistent consequences for student misbehavior. A recommendation for permanent termination of bus privileges, accompanied by a written record of the incident(s) that led to the recommendation, shall be referred to the Superintendent for final determination. The student’s parent or guardian may appeal a termination to the Board. No further appeal shall be allowed.

Cross Reference: 3310 Student Discipline  
8111 Transportation of Students With Disabilities

Legal Reference: § 20-4-302, MCA Discipline and punishment of pupils – definition of corporal punishment – penalty – defense  
§ 20-5-201, MCA Duties and sanctions

Scobey K-12 Schools

Adopted on:  
Reviewed on:

8125

NONINSTRUCTIONAL OPERATIONS

Revised on: 06/06/17

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School Bus Emergencies

In the event of an accident or other emergency, the bus driver shall follow the emergency procedures developed by the Superintendent. A copy of the emergency procedures will be located in every bus. To ensure the success of such emergency procedures, every bus driver will conduct an emergency evacuation drill twice each year. The first no later than September 1, and the second no later than January 30. The District will conduct such other drills and procedures as may be necessary.

Scobey K-12 Schools

Adopted on: 1/23/17

Reviewed on:

Revised on:

8132

NONINSTRUCTIONAL OPERATIONS

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Activity Trips

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

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

1 Scobey K-12 Schools

2  
3 Adopted on: 1/23/17

4 Reviewed on:

5 8200 - R

NONINSTRUCTIONAL OPERATIONS

6 Revised on:

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7  
8 Food Services

9  
10 The District supports the philosophy of the National School Lunch Program and will provide  
11 wholesome, appetizing, and nutritious meals for children in District schools. The Board may  
12 authorize a portion of federal funds received in lieu of taxes to be used to provide free meals for  
13 federally connected indigent students.

14  
15 Because of the potential liability of the District, the food services program will not accept  
16 donations of food without approval of the Board. Should the Board approve a food donation, the  
17 Superintendent will establish inspection and handling procedures for the food and determine that  
18 provisions of all state and local laws have been met before selling the food as part of school  
19 meals.

20  
21 As an integral part of a school, the District’s food service is operated in compliance with ARM  
22 Title 3, chapter 110, subchapter 2, rules for food service establishments.

23  
24 Commodities

25  
26 The District will use food commodities made available under the Federal Food Commodity  
27 Program for school meals.

28  
29 Free and Reduced-Price Food Services

30  
31 The District will provide free and reduced-price meals to students, according to the terms of the  
32 National School Lunch Program and the laws, rules, and regulations of the state. The District  
33 will inform parents of the eligibility standards for free or reduced-price meals. Identity of  
34 students receiving free or reduced-price meals will be confidential, in accordance with National  
35 School Lunch Program guidelines. A parent has the right to appeal to a designated hearing  
36 official any decision with respect to his or her application for free or reduced-price food services.

37  
38 The Board may establish programs whereby meals may be provided in the District in accordance  
39 with National School Lunch Program guidelines.

40  
41  
42 Legal Reference: § 20-10-204, MCA Duties of trustees  
43 § 20-10-205, MCA Allocation of federal funds to school food services  
44 fund for federally connected, indigent pupils  
45 § 20-10-207, MCA School food services fund  
46  
47

1 Scobey K-12 Schools

2  
3 Adopted on: 7/22/22

4 Reviewed on:

5 8210- R

NONINSTRUCTIONAL OPERATIONS

Revised on:

9 Procurement Policy for School Food Purchases

10  
11 The Scobey School District will adhere to the following requirements for any procurement related to food  
12 service:

13  
14 *Below are samples only and other language can be used, adjusted, or utilized. Please feel free to make*  
15 *changes, additions or add any other necessary items to meet the needs of your district.*

16  
17 **Purchases:**

- 18 • Purchases greater than \$80,000:
  - 19 ○ If the aggregate amount exceeds eighty thousand dollars (\$80,000), the contract must be
  - 20 awarded through a formal bid process and a call for bids or request for proposals shall be
  - 21 published according to 20-9-204, MCA. No contract shall be divided for the purpose of
  - 22 avoiding the formal procurement process.
  - 23 ○ The District may enter into a cooperative purchasing contract for procurement of supplies
  - 24 with one or more districts or a Cooperative Services Program. This allows the District to
  - 25 participate in a cooperative purchasing group to purchases supplies through the group
  - 26 without bidding if the cooperative purchasing group has a publicly available master list of
  - 27 items available with pricing included and provides an opportunity at least twice yearly for
  - 28 any vendor, including a Montana vendor, to compete, based on a lowest responsible
  - 29 bidder standard.
- 30  
31 • Purchases great than \$1 and less than \$80,000:
  - 32 ○ Any purchase greater than \$1 and less than eighty thousand (\$80,000) will be handled in
  - 33 a fair and equitable manner consistent with district policy on purchasing.
  - 34 ○ The Scobey School District will obtain two or more estimates when any purchase will
  - 35 cost more than \$50,000 and less than eighty thousand (\$80,000).
  - 36 ○ The District may enter into a cooperative purchasing contract for procurement of supplies
  - 37 with one or more districts or a Cooperative Services Program. This allows the District to
  - 38 participate in a cooperative purchasing group to purchases supplies through the group
  - 39 without bidding if the cooperative purchasing group has a publicly available master list of
  - 40 items available with pricing included and provides an opportunity at least twice yearly for
  - 41 any vendor, including a Montana vendor, to compete, based on a lowest responsible
  - 42 bidder standard.

43  
44 **Buy American:**

45  
46 The District will adhere to “Buy American” for the food service program. Therefore Food Service is  
47 required to purchase, to the maximum extent possible, domestic products for use in meals served in our  
48 Child Nutrition Program. However, exceptions are allowed when:

- 49 --Food preferences can only be met with foreign goods
- 50 --Insufficient quantity and/or quality is available in the USA

1  
2  
3  
4 --Domestic cost is **significantly** higher  
5

6 **Standards of Conduct for District Employees:**

- 7 • The Scobey School District maintains the following code of conduct for any employees engaged  
8 in award and administration of contracts supported by Federal Funds:  
9
- 10 • No District employee will engage in any procurement when there is a conflict of interest, real or  
11 perceived, and District employees cannot solicit or accept any gratuities, favors or anything of  
12 monetary value from prospective vendors. This shall not preclude district personnel from serving  
13 on boards or participating in organizations that support the district's need to obtain quality  
14 services and supplies.  
15
- 16 • No District employee shall participate in the selection, award or administration of a contract when  
17 any of the following persons have a financial interest in the firm selected for award:  
18 ○ The employee  
19 ○ Any member of his/her immediate family  
20 ○ People with whom there is an intimate personal relationship  
21 ○ An organization which employs or is about to employ any of the above  
22
- 23 • The District would like all employees to behave with the utmost integrity and never be self-  
24 serving, be fair in all aspects of the procurement process, be alert to conflicts of interest, and  
25 avoid any compromising situations.  
26
- 27 • Employees found to be in violation of this policy are subject to disciplinary action, up to and  
28 including termination.  
29

1 Scobey K-12 Schools

2  
3 Adopted on: 7/22/22

4 Reviewed on:

5 8211

6 NONINSTRUCTIONAL OPERATIONS

7 Revised on:

9 Procurement Policy Using Federal Funds

10 The purpose of this Policy is to establish guidelines that meet or exceed the procurement  
11 requirements for purchases of goods, services, and construction or repair projects when federal  
12 funds are being used in whole or in part to pay for the cost of the contract. The policy  
13 specifically applies to purchases using federal funds including but not limited to food service  
14 purchases.

15  
16 This policy applies to contracts for purchases, services, and construction or repair work funded  
17 with federal financial assistance whether direct or reimbursed. The requirements of this Policy  
18 also apply to any subrecipient of the funds. All contracts paid for in whole or in part with federal  
19 funds shall be in writing.

20  
21 All federally funded projects, loans, grants, and sub-grants, whether funded in part or wholly, are  
22 subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements  
23 for federal awards codified at 2 C.F.R. Part 200 unless otherwise directed in writing by the  
24 federal agency or state pass-through agency that awarded the funds.

25  
26 No contract may be divided to bring the cost under bid thresholds or to evade any requirements  
27 under this Policy or state and federal law.

28  
29 **Purchases:**

- 30 • Purchases greater than \$1 and less than \$80,000:
  - 31 ○ Any purchase greater than \$1 and less than \$50,000 will be handled in a fair and
  - 32 equitable manner consistent with district policy on purchasing as specified in
  - 33 accordance with Policy 7320.
  - 34 ○ The District will obtain two or more estimates when any purchase will cost more
  - 35 than \$50,000 and less than eighty thousand (\$80,000).
  - 36 ○ The District may enter into a cooperative purchasing contract for procurement of
  - 37 supplies with one or more districts or a Cooperative Services Program. This
  - 38 allows the District to participate in a cooperative purchasing group to purchases
  - 39 supplies through the group without bidding if the cooperative purchasing group
  - 40 has a publicly available master list of items available with pricing included and
  - 41 provides an opportunity at least twice yearly for any vendor, including a Montana
  - 42 vendor, to compete, based on a lowest responsible bidder standard.
- 43  
44 • Purchases greater \$80,000 will be handled in accordance with District Policy 7320.

### **Suspension and Debarment**

The District will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. All purchasing decisions shall be made in the best interests of the District and shall seek to obtain the maximum value for each dollar expended . When making a purchasing decision, the District shall consider such factors as (1) contractor integrity; (2) compliance with public policy; (3) record of past performance; and (4) financial and technical resources.

The Superintendent shall have the authority to suspend or debar a person/corporation, for cause, from consideration or award of further contracts.

The District shall not subcontract with or award subgrants to any person or company who is debarred or suspended For contracts over \$25,000, the District shall confirm that the vendor is not debarred or suspended by confirming such status.

### **Maintenance of Procurement Records**

The District maintains records sufficient to detail the history of all procurements . These records include, but are not limited to, the following: rationale for the method of procurement, selection of contract type, contractor selection, or rejection, and the basis for the contract price (including a cost or price analysis).

### **Standards of Conduct for District Employees:**

- The 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.

**Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms:**

The School District will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used for projects and purchases covered by this policy, when possible under the circumstances governing or relating to the purchase or project. Affirmative steps shall include:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists covered by this policy;
- Assuring that small and minority businesses, and women's business enterprises are solicited for projects and purchases covered by this policy whenever they are potential sources;
- Dividing total requirements, when economically feasible and legally permissible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises for projects and purchases covered by this policy;
- Establishing delivery schedules, where the requirements and circumstances permit, which encourage participation by small and minority businesses, and women's business enterprises for projects and purchases covered by this policy;
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce for projects and purchases covered by this policy; and
- Requiring the prime contractor, if subcontracts are to be let for a project or purchase covered by this policy, to take the affirmative steps listed in this section.

Cross Reference: Policy 7320 - Purchasing

1 Scobey K-12 Schools

2  
3 Adopted on: 1/23/17

4 Reviewed on:

5 8225

NONINSTRUCTIONAL OPERATIONS Revised on: 08/19/19, 01/15/2020

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6  
7  
8 Tobacco Free Policy

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10 The District maintains tobacco-free buildings and grounds. Tobacco includes but is not limited to  
11 cigarettes, cigars, snuff, smoking tobacco, smokeless tobacco, vapor product, alternative nicotine  
12 product nicotine and any other tobacco or nicotine delivery innovation.

13  
14 Use of tobacco or nicotine products in a public school building or on public school property is  
15 prohibited, unless used in a classroom or on other school property as part of a lecture,  
16 demonstration, or educational forum sanctioned by a school administrator or faculty member,  
17 concerning the risks associated with using tobacco products or in connection with Native  
18 American cultural activities.

19  
20 For the purpose of this policy, “public school building or public school property” means:

- 21
- 22 • Public land, fixtures, buildings, or other property owned or occupied by an institution for  
23 the teaching of minor children, that is established and maintained under the laws of the  
24 state of Montana at public expense; and
  - 25
  - 26 • Includes playgrounds, school steps, parking lots, administration buildings, athletic  
27 facilities, gymnasiums, locker rooms, and school vehicles.
  - 28

29  
30 Violation of the policy by students and staff will be subject to actions outlined in District  
31 discipline policies.

32  
33 Use of FDA-approved cessation devices may be permitted at school buildings and on school  
34 grounds with the approval of the building administrator.

35  
36

37 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

44  
45

Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

8300

NONINSTRUCTIONAL OPERATIONS

Revised on:

Risk Management

The Board believes that the District must identify and measure risks of loss which may result from damage to or destruction of District property or claims against the District by persons claiming to have been harmed by action or inaction of the District, its officers or staff. The District will implement a risk management program to reduce or eliminate risks where possible and to determine which risks the District can afford to assume. Such program will consider the benefits, if any, of joining with other units of local government for joint purchasing of insurance, joint self-insuring, or joint employment of a risk manager. The Board will assign primary responsibility for administration and supervision of the risk management program to a single person and will review the status of the risk management program each year.

The District will purchase surety bonds for the Clerk, and such other staff and in such amounts as the Board shall from time to time determine to be necessary for honest performance of the staff in the conduct of the District’s financial operations.

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	Application – bonds excepted

1 Scobey K-12 Schools

2  
3 Adopted on:  
4 Reviewed on:

5 8301 - R NONINSTRUCTIONAL OPERATIONS Revised on: 06/06/17, 01/15/2020,  
6 8/8/22

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7  
8 District Safety

9  
10 For purposes of this policy, “disaster means the occurrence or imminent threat of damage,  
11 injury, or loss of life or property”.

12  
13 The Board recognizes that safety and health standards should be incorporated into all aspects of the operation of the  
14 District. Rules for safety and prevention of accidents shall be posted in compliance with the Montana Safety Culture  
15 Act and the Montana Safety Act. Injuries and accidents shall be reported to the District office.

16  
17 The board of trustees has identified the following local hazards that exist within the boundaries  
18 of its school district:  
19 [Fire, Earthquake, Avalanche, High Winds, Tornadoes, Intruders, Firearms, etc.]

20  
21 The [Superintendent] [building principal] shall design and incorporate drills in its school safety  
22 or emergency operations plan to address the above stated hazards. The trustees shall certify to  
23 the office of public instruction that a school safety or emergency operations plan has been  
24 adopted. This plan and procedures shall be discussed and distributed to each teacher at the  
25 beginning of each school year. There shall be at least eight (8) disaster drills a year in a school.  
26 All teachers shall discuss safety drill procedures with their class at the beginning of each year  
27 and shall have them posted in a conspicuous place next to the exit door. Drills must be held at  
28 different hours of the day or evening to avoid distinction between drills and actual disasters. A  
29 record shall be kept of all fire drills.

30  
31 The trustees shall review the school safety or emergency operations plan periodically and update  
32 the plan as determined necessary by the trustees based on changing circumstances pertaining to  
33 school safety. Once the trustees have made the certification to the office of public instruction,  
34 the trustees may transfer funds pursuant to Section 2, 20-1-401, MCA to make improvements to  
35 school safety and security.

36  
37 The Superintendent shall develop safety and health standards which comply with the Montana  
38 Safety Culture Act. **[Optional]**: The Superintendent shall ensure District employees are provided  
39 equipment, tools, and devices designed to ensure a safe and health workplace in accordance with  
40 this policy. Failure to use the provided equipment in a suitable or timely manner may be  
41 considered a violation of District policy. If a staff member requires equipment that is not  
42 available, an employee may submit a request to the administration in accordance with established  
43 District practice.

44  
45 To ensure a safe school setting and to comply with regulations governing schools in Montana,  
46 the following safety measures shall be implemented in the District:  
47

- (a) Janitorial and other storage areas that contain toxic or hazardous materials must be kept locked between periods of use. Custodial closets, boiler rooms, and other areas where hazardous or poisonous compounds are stored must be inaccessible to students.
- (b) All cleaning compounds and other toxic chemicals not stored in the product container or package in which it was obtained must be stored in a labeled container that clearly identifies the product by name.
- (c) Chemicals must be stored as specified by the chemical's Safety Data Sheet.
- (d) The school and school site must be free of objects or conditions which create unreasonable or unnecessary dangers to health or safety.
- (e) First aid kits and AEDs must be provided and stored in accessible locations that are easily identifiable to staff and trained personnel.
- (f) Playground and school yards must be inspected every month by the facility manager or other school personnel and the inspection must be recorded and records kept on the school site. Inspections must be conducted using a playground safety checklist approved by DPHHS.
- (g) Playground inspection results must be made available for review by the local health authority or DPHHS upon request.
- (h) Periodic maintenance and repair must be performed on playground equipment according to the manufacturer's specifications. Repairs, not including the leveling of fall protection material, must be documented.
- (i) Playground equipment must be maintained in a safe condition.

Legal Reference:	§ 20-1-401, MCA	Disaster drills to be conducted regularly – districts to identify disaster risks and adopt school safety plan
	§ 20-1-402, MCA	Number of disaster drills required – time of drills to vary
	§§ 39-71-1501, et seq., MCA	Montana Safety Culture Act
	37.111.812, ARM	Safety Requirements

Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

8310

NON-INSTRUCTIONAL OPERATIONS

Revised on:

Memorials

The School Board recognizes that the death of a student, member of the staff, or community members is deeply felt by the school community. As places designed primarily to support learning, school sites should not serve as the main venue for permanent memorials for students, staff, or community members.

Permanent memorials for deceased students, staff, or community members shall be limited in form to perpetual awards or scholarships. [Contributions may be made to a general scholarship fund established by the district memorializing a student, staff member, or member of the school community.] [Memorial scholarships may be accepted and awarded under criteria approved by the administration in honor of persons who have special significance to the students, district and community. All such offers will be submitted to the Superintendent with pertinent information concerning the purpose of the memorial scholarship. Funds will be administered by the District.] Items may be accepted by the district in memory of an individual or event with approval by the Superintendent. The Superintendent will consider any maintenance costs to the district of such gifts. Items received become the property of the district and will be used for the purpose for which they were donated.

Any permanent memorials in existence before this policy was adopted can only be removed by a vote of the Board of Trustees.

The Board recognizes the use of district property for memorial services is generally inappropriate. Any such request will be considered in accordance with Board Policy 4330 and 4330P.

Cross Reference: BP 4330 Community Use of School Facilities  
BP 4330P Rules and Regulations for Building Use

Scobey K-12 Schools

Adopted on: 02/19/90

Reviewed on:

Revised on: 06/06/17

8320

NONINSTRUCTIONAL OPERATIONS

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Property Damage

The District will maintain a comprehensive insurance program which will provide adequate coverage, as determined by the Board, in the event of loss or damage to school buildings and/or equipment, including motor vehicles. The comprehensive insurance program will maximize the District's protection and coverage while minimizing costs for insurance. This program may include alternatives for sharing the risk between the District and an insurance carrier and through self-insurance plans.

Privately Owned Property

The District will not assume responsibility for maintenance, repair, or replacement of any privately owned property brought to a school or to a District function, unless the use or presence of such property has been specifically requested in writing by the administration.

Legal Reference: § 20-6-608, MCA Authority and duty of trustees to insure district property

1 Scobey K-12 Schools

2 Adopted on: 06/06/17

3 Reviewed on:

4 Revised on: 8/8/22

5 8410

6 NONINSTRUCTIONAL OPERATIONS

8 Operation and Maintenance of District Facilities

9  
10 The District seeks to maintain and operate facilities in a safe and healthful condition. The facilities  
11 manager, in cooperation with principals, fire chief, and county sanitarian, shall annually inspect plant and  
12 facilities or as necessary. The facilities manager shall develop a program to maintain the District physical  
13 plant by way of a continuous program of repair, maintenance, and reconditioning. Budget  
14 recommendations shall be made each year to meet these needs and any such needs arising from an  
15 emergency.

16  
17 The facilities manager shall formulate and implement energy conservation measures. Principals and staff  
18 are encouraged to exercise other cost-saving procedures in order to conserve District resources in their  
19 buildings.

20  
21 The Board recognizes the importance the physical plant plays in enhancing the instructional program.  
22 The Board shall develop a program to maintain and/or upgrade the buildings and  
23 grounds of the District. Facilities represent a long term investment of the District. The  
24 functional utility of such facilities can be increased with a regular maintenance program  
25 monitored by staff.

26  
27 The Board further recognizes the importance of planning in order to provide the anticipated  
28 facility needs of the future. The District will review demographic factors, as changes make such  
29 reviews necessary. When the Board considers major remodeling or building of a facility, it shall  
30 endeavor to seek facility expertise in all affected program areas, as well as comments from faculty,  
31 students, and community.

32  
33 Superintendent shall see that all construction projects comply with the requirements for accessibility  
34 for individuals with disabilities and comparability between genders. The architect  
35 shall be responsible for ensuring compliance with state and federal laws, including access for  
36 individuals with disabilities and requirements for gender equity.

37 Inspections

38 The District shall permit representatives of DPHHS or local health authority to enter any school at any  
39 reasonable time for the purpose of making inspections to determine compliance with applicable  
40 regulations. DPHHS or local health authority may determine that special circumstances or local  
41 conditions warrant inspections with greater or less frequency. Upon receiving a complaint, the local  
42 health authority may determine if more inspections are necessary.

43  
44 Inspections of school facilities shall be done using forms approved by the DPHHS. Inspection records  
45 shall be kept on file at the school for at least three years from the time of inspection. Following each  
46 inspection, representatives of the DPHHS or local health authority shall give the



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4 school administration a copy of an inspection report which notes any deficiencies and sets a time schedule  
5 for compliance. The report shall document deficiencies.

6  
7 The District shall comply with the Building and Fire Safety Codes administered by the State Building  
8 Codes Division and the State Fire Marshal or by local building officials.

9  
10 Laundry Facilities

11 Laundries operated in conjunction with or utilized by the District shall be provided with:

- 12  
13 (a) a mechanical washer and hot air tumble dryer. Manual washing and line drying of  
14 towels and other laundry items is prohibited. Dryers shall be properly vented to  
15 prevent maintenance problems and buildup of moisture.  
16 (b) a hot water supply system capable of supplying water at a temperature of 120°F to  
17 the washer during all periods of use.  
18 (c) sufficient separation between the area used for sorting and storing soiled laundry  
19 and the area used for folding and storing clean laundry to prevent the possibility  
20 of cross-contamination.  
21 (d) separate carts for transporting soiled and clean laundry.  
22 (e) handwashing facilities including sink, soap, and disposable towels. A soak  
23 sink may double as a handwashing sink.  
24

25 Towels and other laundry items shall be machine washed at a minimum temperature of 120°F for a minimum time  
26 of ten minutes and dried to greater or equal to 130°F for ten minutes in a hot air tumble dryer.

27 Solid Waste and Recycling

28 In order to ensure that solid waste, including recycling material, is safely stored and disposed of, the School  
29 District shall:

- 30  
31 (a) store all solid waste between collections in containers which have lids, are  
32 corrosion-resistant, and are constructed to minimize pest attraction and harborage;  
33 (b) clean all solid waste containers with sufficient frequency to maintain them in a  
34 condition which minimizes pest attraction;  
35 (c) for exterior containers other than dumpsters or compactors, utilize stands  
36 which prevent the containers from being tipped, protect them from  
37 deterioration, and allow easy cleaning below and around them. Further,  
38 dumpsters or compactors shall be located on or above a smooth surface of non-  
39 absorbent material, such as concrete or asphalt, that is maintained in clean and  
40 good condition;  
41 (d) transport, or utilize a private or municipal hauler to transport, the solid waste at  
42 least weekly to a landfill site approved by the DEQ in a covered vehicle or covered  
43  
44

containers.

Physical Requirements

The School District shall comply with the following physical requirements:

- (a) Floors, walls, and ceilings in toilet, locker, and shower rooms, laundries, janitorial closets, and similar rooms subject to large amounts of moisture shall be maintained in a smooth and non-absorbent condition. Non-absorbent, non- skid floor matting may be used where appropriate to prevent injury.
- (b) Adequate coat/jacket and book storage for each student shall be provided;
- (c) Livestock and poultry shall be located more than 50 feet from food service areas, offices, or classrooms except those offices and classrooms associated with animal husbandry activities or other demonstrations as approved by the school administration. In classrooms, offices, or food service areas where livestock and poultry are approved by the administrator, animals shall not have contact with eating or serving surfaces.

Legal Reference:	10.55.908, ARM	School Facilities
	37.111.834, ARM	Solid Waste
	37.111.840, ARM	Laundry Facilities
	37.111.811, ARM	Physical Requirements
	37.111.810, ARM	Inspections
	10.55.701(s), ARM	Board of Trustees
	10.55.701(l), ARM	Board of Trustees

Scobey K-12 Schools

Adopted on: 02/19/90  
Reviewed on: 06/06/17

8420 NONINSTRUCTIONAL OPERATIONS

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Revised on:

District-Wide Asbestos Program

It is the intent of the District that the Asbestos Hazard Emergency Response Act (AHERA) and all of its amendments and changes be complied with by all District employees, vendors, and contractors.

Legal Reference: 15 USC § 2641 Congressional findings and purpose

# Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

Revised on: 8/8/22

8421

## NONINSTRUCTIONAL OPERATIONS

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Page 1 of 2

### Lead Renovation

In accordance with the requirements of the Environmental Protection Agency (EPA), the District has this Lead Renovation Policy that is designed to recognize, control and mitigate lead hazards at all District owned facilities and grounds.

The Lead-based paint renovation, repair and painting program (RRP) is a federal regulatory program affecting contractors, property managers, and others who disturb painted surfaces. It applies to child-occupied facilities such as schools and day-care centers built prior to 1978.

“*Renovation*” is broadly defined as any activity that disturbs painted surfaces and includes most repair, remodeling, and maintenance activities, including window replacement.

The District has implemented this policy to identify, inspect, control, maintain and improve the handling of lead related issues across the district facilities and grounds. In an effort to reduce potential hazards, the District through training has put together maintenance programs that will not only better protect the environment, but the students and employees of the District as well.

The District’s Lead Renovation Policy shall apply too not only employees of the maintenance department but to outside contractors as well. No outside painting contractor will be permitted to work for the District after April 22, 2010 unless they can show proof of training relative to lead renovation or maintenance from an accredited training institution.

### Information Distribution Requirements

No more than 60 days before beginning renovation activities in any school facility of the District, the company performing the renovation must:

1. Provide the Superintendent with EPA pamphlet titled *Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools*.
2. Obtain, from the District, a written acknowledgement that the District has received the pamphlet.
3. Provide the parents and guardians of children using the facility with the pamphlet and information describing the general nature and locations of the renovation and the anticipated completion date by complying with one of the following:
  - (i) Mail or hand-deliver the pamphlet and the renovation information to each parent or guardian of a child using the child-occupied facility. The School District will also include information about how parents and guardians may choose to receive the pamphlet via email in a consent and enrollment form.
  - (ii) While the renovation is ongoing, post informational signs describing the general nature and locations of the renovation and the anticipated completion date. These signs must be posted in areas where they can be seen by the parents or guardians of the children frequenting the child-occupied facility. The signs must

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3  
4 be accompanied by a posted copy of the pamphlet or information on how interested parents or  
5 guardians can review a copy of the pamphlet or obtain a copy from the renovation firm at no cost  
6 to the parents or guardians.

- 7 4. The renovation company must prepare, sign, and date a statement describing the steps  
8 performed to notify all parents and guardians of the intended renovation activities and to  
9 provide the pamphlet.

10  
11 Recordkeeping Requirements \*

12  
13 All documents must be retained for three (3) years following the completion of a renovation.

- 14 • Records that must be retained include:  
15 • Reports certifying that lead-based paint is not present.  
16 • Records relating to the distribution of the lead pamphlet.  
17 • Documentation of compliance with the requirements of the Lead-Based Paint  
18 Renovation, Repair, and Painting Program.

19  
20 *\*Note: The MTSBA recommends that districts follow the same record retention schedule as they*  
21 *do for Asbestos abatement (forever).*

22  
23 Legal Reference: 40 CFR Part 745, Subpart E Lead-based paint poisoning in certain  
24 residential structures  
25 15 U.S.C. 2682 and 2886 Toxic Substances Control Act, Sections  
26 402 and 406  
27

1 Scobey K-12 Schools

2  
3 Adopted on: 1/23/17

4 Reviewed on:

5 8425 - R

NONINSTRUCTIONAL OPERATIONS

Revised on: 08/19/19

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6  
7 Service Animals

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 Scobey 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 Individuals with disabilities shall be permitted to be accompanied by their service animals in all  
46 areas of the District’s facilities where members of the public, participants in services, programs  
47 or activities, or invitees, as relevant, are allowed to go.

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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

Scobey K-12 Schools

Adopted on: 1/23/17

Reviewed on:

Revised on: 08/19/19

8425P - R

NONINSTRUCTIONAL OPERATIONS

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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.



Scobey K-12 Schools

Adopted on:  
Reviewed on:

8430 - R

NONINSTRUCTIONAL OPERATIONS

Revised on: 07/19/04,  
06/06/17

Records Management

The District will retain, in a manner consistent with applicable law and the state’s *Rules for Disposition of Local Government Records*, such records as are required by law or regulations to be created and/or maintained, and such other records as are related to students, school personnel, and the operations of the schools.

For the purpose of this policy, “records” are all documentary materials, regardless of media or characteristics, made or received and maintained by the school unit in transaction of its business. Records include email and other digital communications sent and received.

Records may be created, received, and stored in multiple formats, including but not limited to print, microfiche, audio and videotapes, and various digital forms (on hard drives, computer disks and CDs, servers, flash drives, etc.).

The Superintendent will be responsible for developing and implementing a records management program for the cataloging, maintenance, storage, retrieval, and disposition of school records. The Superintendent will also be responsible for developing guidelines to assist school employees in understanding the kinds of information that must be saved and those which can be disposed of or deleted. The Superintendent may delegate records-management responsibilities to other school personnel at his/her discretion to facilitate implementation of this policy.

All personnel records made or kept by an employer, including, but not necessarily limited to, application forms and other records related to hiring, promotion, demotion, transfer, layoff or termination, rates of pay or other terms of compensation and selection for training or apprenticeship, shall be preserved for 2 years from the date the record is made or from the date of the personnel action involved, whichever occurs later.

Student records must be permanently kept, and employment records must be kept for 10 years after termination.

Litigation Holds for Electronic Stored Information (ESI)

The School District will have an ESI Team. The ESI Team is a designated group of individuals who implement and monitor litigation holds, a directive not to destroy ESI that might be relevant to a pending or imminent legal proceeding. The ESI Team will include a designated school administrator, an attorney, and a member from the Technology Department. In the case of a

litigation hold, the ESI Team shall direct employees and the Technology Department, as necessary, to suspend the normal retention procedure for all related records.

Inspections of ESI

Any requests for ESI records should be made in writing and will be reviewed by the Superintendent or designee, in consultation with an attorney if needed, and released in accordance with Montana public records law.

Delegated Authority

The Board delegates to the Superintendent or designees the right to implement and enforce additional procedures or directives relating to ESI retention consistent with this policy, as 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)
	Title 2, Ch. 6, Part 12, MCA Local Government Records
	§ 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

Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

Revised on:

8440

NONINSTRUCTIONAL OPERATIONS

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Computer Software

Unauthorized copying of any computer software licensed or protected by copyright is theft. Failure to observe software copyrights and/or license agreements may result in disciplinary action by the District and/or legal action by a copyright owner.

No District-owned computing resources should be used for unauthorized commercial purposes.

Scobey K-12 Schools

Adopted on: 1/23/17

Reviewed on:

Revised on:

8450

NONINSTRUCTIONAL OPERATIONS

Automated External Defibrillators (AED)

The Board of Trustees of the Scobey School District recognizes that from time to time emergencies may arise that justify the use of an Automated External Defibrillator (AED). The Board has purchased one or more of these units for use by qualified personnel. The Board of Trustees approves the use of AED units, subject to the following conditions:

1. Establish a program for the use of an AED that includes a written plan that must specify:
  - Where the AED will be placed;
  - The individuals who are authorized to operate the AED;
  - How AED use will be coordinated with an emergency medical service providing services in the area where the AED is located;
  - The medical supervision that will be provided;
  - The maintenance that will be performed on the AED;
  - Records that will be kept by the program;
  - Reports that will be made of AED use;
  - The name, location, and telephone number of a Medical Supervisor designated to provide medical supervision of the AED program; and
  - Other matters as specified by the Department of Public Health and Human Services;
2. Adhere to the written plan required by subsection (1);
3. Ensure that before using the AED, an individual authorized to operate the AED receives appropriate training approved by the DPHHS in cardiopulmonary resuscitation and the proper use of an AED;
4. Maintain, test, and operate the AED according to the manufacturer’s guidelines and maintain written records of all maintenance and testing performed on the AED;
5. Each time an AED is used for an individual in cardiac arrest, require that an emergency medical service is summoned to provide assistance as soon as possible and that the AED use is reported to the supervising physician or the person designated by the physician and to the District as required by the written plan;
6. Before allowing any use of an AED, provide the following to all licensed emergency services and any public safety answering point or emergency dispatch center providing services to the area where the AED is located:
  - a. A copy of the plan prepared pursuant to this section; and
  - b. Written notice, in a format prescribed by the DPHHS rules, stating:
    - i. That an AED program has been established by the District;
    - ii. Where the AED is located; and
    - iii. How the use of the AED is to be coordinated with the local emergency medical service system.

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4 Liability Limitations  
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6 An individual who provides emergency care or treatment by using an AED in compliance with  
7 this policy and an individual providing cardiopulmonary resuscitation to an individual upon  
8 whom an AED is or may be used are immune from civil liability for a personal injury that results  
9 from that care or treatment.  
10

11 An individual who provides emergency care or treatment by using an AED in compliance with  
12 this policy and an individual providing cardiopulmonary resuscitation to an individual upon  
13 whom an AED is or may be used are immune from civil liability as a result of any act or failure  
14 to act in providing or arranging further medical treatment for the individual upon whom the AED  
15 was used, unless the individual using the AED or the person providing CPR, as applicable, acts  
16 with gross negligence or with willful or wanton disregard for the care of the person upon whom  
17 the AED is or may be used.  
18

19 The following individuals or entities are immune from civil liability for any personal injury that  
20 results from an act or omission that does not amount to willful or wanton misconduct or gross  
21 negligence, if applicable provisions of this part have been met by the individual or entity:  
22

- 23 a. A person providing medical oversight of the AED program, as designated in the plan;  
24 b. The entity responsible for the AED program, as designated in the plan;  
25 c. An individual providing training to others on the use of an AED.  
26  
27  
28

29 Legal Reference: Title 37, Chapter 104, subchapter 6, ARM – Automated External  
30 Defibrillators (AED)  
31 §50-6-501, MCA Definitions  
32 §50-6-502, MCA AED program – requirements for AED use  
33 §50-6-503, MCA Rulemaking  
34 §50-6-505, MCA Liability limitations  
35  
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# Scobey K-12 Schools

Adopted on: 06/06/17

Reviewed on:

Revised on:

8460

## NON-INSTRUCTIONAL OPERATIONS

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### Naming School District Facilities

Recognizing that the name for a school building, facility, or ground or field reflects on its public image, the Board's primary consideration will be to select a name that enhances the credibility and stature of the school or facility. In selecting a name, the Board will give higher preference to names that have a special significance to the area or to the people who have made a significant contribution to education or to the school or the school system.

The naming of a school or facility shall take place in the following manner:

- A. The Superintendent shall select a committee of, whose purpose it shall be to submit to the Board a list of not less than three, nor more than five, names for the new school or facility. The list shall briefly state, along with each name, why the committee nominated each name. The committee may solicit nominations from students and the community.
- B. The committee shall, whenever possible, follow these guidelines:
  - a. Each name shall be known to, and significant to, the people of the district.
  - b. The names submitted shall not conflict with the names of other schools or facilities in the district or surrounding districts.
  - c. The use of names of living persons shall be avoided unless the circumstances warrant an exception.
- C. Major facilities (non-buildings), such as athletic complexes, are eligible to be named according to the following guidelines:
  - a. The name should be easily identifiable with the facility;
  - b. The name should not conflict with similar names of other facilities within the district or surrounding school districts; and
  - c. In selecting a name of a person, the Board will give higher preference to persons who have made a significant contribution to education within the district.
- D. The Board shall make the final selection of the new school or facility from the list. All names submitted may be rejected, if, in the opinion of the Board, the use of the name would not reflect the ideals and philosophy of the school district.
- E. In recognition of the efforts of those involved in the project, a plaque containing the following information shall be attached to a new building or facility:
  - a. School or facility name;
  - b. Board-approved construction date;
  - c. Completion or dedication date;
  - d. Name of Board members as of the board-approved construction date in the following order:
    - i. Chairman
    - ii. Vice-Chairman
    - iii. Members (alphabetically)
  - e. Superintendent as of board-approved construction date; and
  - f. Architect and contractor names.
- F. Once a building or facility has been named, that name will remain with the building or facility unless changed by the Board.

1 Scobey K-12 Schools

2  
3 Adopted on: 01/15/2020

4 Reviewed on:

5 8550

6 NON-INSTRUCTIONAL OPERATIONS

7 Revised on:

8  
9 Cyber Incident Response

10 A cyber incident is a violation or imminent threat of violation of computer security policies,  
11 acceptable use policies, or standard computer security practices. An incident response capability  
12 is necessary for rapidly detecting incidents, minimizing loss and destruction, mitigating the  
13 weaknesses that were exploited, and restoring computing services.

14 The School District is prepared to respond to cyber security incidents, to protect District systems  
15 and data, and prevent disruption of educational and related services by providing the required  
16 controls for incident handling, reporting, and monitoring, as well as incident response training,  
17 testing, and assistance.

18  
19 Responsibilities of Specific Staff Members

20  
21 Individual Information Technology User:

22 All users of District computing resources shall honor District policy and be aware of what  
23 constitutes a cyber security incident and shall understand incident reporting procedures.

24  
25 District Information Technology Director

26 Provide incident response support resources that offer advice and assistance with handling and  
27 reporting of security incidents for users of School District information systems. Incident  
28 response support resources may include, but is not limited to: School District information  
29 technology staff, a response team outlined in this policy, and access to forensics services.

30  
31 Establish a Cyber Security Incident Response Team (CSIRT) to ensure appropriate response to  
32 cyber security incidents. CSIRT responsibilities shall be defined in the School District position  
33 descriptions.

34  
35 District Superintendent:

36 Develop organization and system-level cyber security incident response procedures to ensure  
37 management and key personnel are notified of cyber security incidents as required.

38  
39 Procedures

40  
41 Designated officials within the District shall review and approve incident response plans and  
42 procedures at least annually. The incident response plans and/or procedures shall:

- 43  
44 • Provide the District with a roadmap for implementing its incident response  
45 capability  
46 • Describe the structure and organization of the incident response capability

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- Provide a high-level approach for how the incident response capability fits into 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.



# EDUCATIONAL AUTHORIZATION AFFIDAVIT

## Scobey K-12 School District

*The completion and signing of the affidavit before a notary public are sufficient to authorize educational enrollment and services and school-related medical care for the named child. Please print clearly.*

The child named below lives in my home, and I am eighteen (18) years of age or older.

Name of child: \_\_\_\_\_

Child's date of birth: \_\_\_\_\_

My name (caretaker relative): \_\_\_\_\_

My date and year of birth: \_\_\_\_\_

My home address: \_\_\_\_\_

My relationship to the child: \_\_\_\_\_

*(The caretaker relative must be an individual related by blood, marriage, or adoption by another individual to the child whose care is undertaken by the caretaker relative, but who is not a parent, foster parent, stepparent, or legal guardian of the child.)*

I hereby certify that this affidavit is not being used for the purpose of circumventing school residency laws, to take advantage of a particular academic program or athletic activity, or for an otherwise unlawful purpose.

- The child was subject to formal disciplinary action, including suspension or expulsion, at the child's previous school. The school may either implement the previous school district's disciplinary action without further due process or hold a hearing and determine whether the student's conduct in the previous school district merits denial of enrollment. If the district decides to enroll the child, then the school may require the child to comply with a behavior contract as a condition of enrollment.

*Check the following if true (all must be checked for this affidavit to apply):*

- A parent of the child identified above has left the child with me and has expressed no definite time period when the parent will return for the child.
- The child is now residing with me on a full-time basis.
- No adequate provision, such as appointment of a legal custodian or guardian or execution of a notarized power of attorney, has been made for enrollment of the child in school, other educational services, or educationally related medical services.

**DO NOT SIGN THIS FORM IF ANY OF THE ABOVE STATEMENTS ARE INCORRECT, OR YOU WILL BE COMMITTING A CRIME PUNISHABLE BY A FINE, IMPRISONMENT, OR BOTH.**

I declare under penalty of false swearing under the laws of Montana that the foregoing is true and correct.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Signature of caretaker relative)

STATE OF MONTANA     )  
  : ss.  
County of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public for the state of Montana, personally appeared \_\_\_\_\_, known to me to be the person named in the foregoing Educational Authorization Affidavit, and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed for the purposes therein mentioned.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

(SEAL)

\_\_\_\_\_  
\_\_\_\_\_  
[name]  
NOTARY PUBLIC for the state of Montana  
Residing at \_\_\_\_\_, Montana  
My commission expires: \_\_\_\_\_

**NOTES:**

1. Completion of this affidavit does not affect the rights of the child’s parents or legal guardian regarding the care, custody, and control of the child and does not mean that the caretaker relative has legal custody of the child.
2. A person who relies on this affidavit has no obligation to make any further inquiry or investigation.
3. The completed affidavit is effective for the earlier of:
  - a. The end of the first school year after delivery of the affidavit to a school district;
  - b. Until it has been revoked by the caretaker relative; or
  - c. Until the child no longer resides with the caretaker relative.
4. If the child stops living with you, you shall notify anyone to whom you have given this affidavit.

Scobey K-12 School District

Adopted on:  
Reviewed on:  
Revised on:

3125F

STUDENTS

**MCKINNEY-VENTO HOMELESS EDUCATION 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 of Liaison/School District Level (*describe below*) \_\_\_\_\_ or  
Forwarded to OPI Homeless Coordinator [*please contact at (406) 444-2036*] \_\_\_\_\_

Date \_\_\_\_\_ (within 15 business days)  
Resolution to 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

### 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	
<b>Hepatitis B</b> (not currently required by Administrative Rule of Montana [ARM])	<input type="checkbox"/>  <input type="checkbox"/>	<b>Contraindications</b> <ul style="list-style-type: none"> <li>• Serious allergic reaction (e.g., anaphylaxis) after a previous vaccine dose or vaccine component</li> </ul> <b>Precautions</b> <ul style="list-style-type: none"> <li>• Moderate or severe acute illness with or without fever</li> </ul>
<b>DTaP</b>  <b>DT, Td</b>  <b>Tdap</b>	<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"/>	<b>Contraindications</b> <ul style="list-style-type: none"> <li>• Severe allergic reaction (e.g., anaphylaxis) after a previous dose or to a vaccine component</li> <li>• Encephalopathy within 7 days after receiving previous dose of DTP or DTaP</li> </ul> <b>Precautions</b> <ul style="list-style-type: none"> <li>• Progressive neurologic disorder, including infantile spasms, uncontrolled epilepsy, progressive encephalopathy; defer DTaP until neurological status has clarified and stabilized</li> <li>• Fever <math>\geq 40.5^{\circ}\text{C}</math> (<math>105^{\circ}\text{F}</math>) within 48 hours after vaccination with previous dose of DTP or DTaP</li> <li>• Guillain-Barre’ syndrome <math>\leq 6</math> weeks after a previous dose of tetanus toxoid-containing vaccine</li> <li>• Seizure <math>\leq 3</math> days after vaccination with previous dose of DTP or DTaP</li> <li>• Persistent, inconsolable crying lasting <math>\geq 3</math> hours within 48 hours after vaccination with previous dose of DTP/ DTaP</li> <li>• History of arthus-type hypersensitivity reactions after a previous dose of tetanus toxoid-containing vaccine</li> <li>• Moderate or severe acute illness with or without fever</li> </ul>
<b>IPV</b>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<b>Contraindications</b> <ul style="list-style-type: none"> <li>• Severe allergic reaction (e.g., anaphylaxis) after a previous dose or to a vaccine component</li> </ul> <b>Precautions</b> <ul style="list-style-type: none"> <li>• Pregnancy</li> <li>• Moderate or severe acute illness with or without fever</li> </ul>

Vaccine	X	
<b>PCV</b> (not currently required by ARM)	<input type="checkbox"/>	<b>Contraindications</b> <ul style="list-style-type: none"> <li>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)</li> </ul> <b>Precautions</b> <ul style="list-style-type: none"> <li>Moderate or severe acute illness with or without fever</li> </ul>
<b>Hib</b>	<input type="checkbox"/>	<b>Contraindications</b> <ul style="list-style-type: none"> <li>Severe allergic reaction (e.g., anaphylaxis) after a previous dose or to a vaccine component</li> <li>Age &lt;6 weeks</li> </ul> <b>Precautions</b> <ul style="list-style-type: none"> <li>Moderate or severe acute illness with or without fever</li> </ul>
<b>MMR</b>	<input type="checkbox"/>	<b>Contraindications</b> <ul style="list-style-type: none"> <li>Severe allergic reaction (e.g., anaphylaxis) after a previous dose or to a vaccine component</li> <li>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 )</li> <li>Pregnancy</li> </ul> <b>Precautions</b> <ul style="list-style-type: none"> <li>Recent (&lt;11 months) receipt of antibody-containing blood product (specific interval depends on the product)</li> <li>History of thrombocytopenia or thrombocytopenic purpura</li> <li>Need for tuberculin skin testing</li> <li>Moderate or severe acute illness with or without fever</li> </ul>
<b>Varicella</b>	<input type="checkbox"/>	<b>Contraindications</b> <ul style="list-style-type: none"> <li>Severe allergic reaction (e.g., anaphylaxis) after a previous dose or to a vaccine component</li> <li>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 )</li> <li>Pregnancy</li> </ul> <b>Precautions</b> <ul style="list-style-type: none"> <li>Recent (&lt;11 months) receipt of antibody-containing blood products (interval depends on product)</li> <li>Moderate or severe acute illness with or without fever</li> </ul>

**For medical conditions not listed, please note the vaccine(s) that is contraindicated and a description of the condition**

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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

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

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 \_\_\_\_\_

## DESIGNATION AND ACCEPTANCE TO ADMINISTER GLUCAGON

As a parent, an individual who has executed a caretaker relative educational authorization affidavit, an individual who has executed a caretaker relative medical authorization affidavit, or a guardian of a diabetic student, I have designated \_\_\_\_\_ to administer glucagon to \_\_\_\_\_ only in emergency situations. I understand the designee must be an adult.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

As the parent-designated adult, I agree to administer glucagon only in emergency situations to \_\_\_\_\_. I understand the glucagon must be provided by the parent, an individual who has executed a caretaker relative educational authorization affidavit, an individual who has executed a caretaker relative medical authorization affidavit, or the guardian of the student. I confirm that I have been trained in recognizing hypoglycemia and the proper method of administering glucagon. I have been trained by \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of parent-designated adult

\_\_\_\_\_  
Date

CONFIDENTIAL

NOTICE OF FEDERAL BACKGROUND CHECK DETERMINATION

TO: \_\_\_\_\_ DATE: \_\_\_\_\_  
(EMPLOYING AGENCY)

BASED ON THE RESULTS OF THE FEDERAL CRIMINAL HISTORY RECORD  
INFORMATION (CHRI)

**TYPE OF NOTICE**       Original Notice       Amended Notice

NAME OF SUBJECT \_\_\_\_\_ DOB \_\_\_\_\_

DETERMINATION:       No disqualifiers present on the CHRI  
    Disqualifiers are present on the CHRI

**Authorized Designee Printed Name and Phone Number** \_\_\_\_\_

**Authorized Designee Signature** \_\_\_\_\_



## Re-dissemination of Criminal History to the Individual

**If your fingerprint result is on file with the Office of Public Instruction, a Montana public school or public school district, or a unit of the Montana university system, those results can be distributed from the requesting Agency to the individual.**

I authorize \_\_\_\_\_

The Office of Public Instruction; or

A Unit of the Montana Public University System; or

Montana Public School or Public School District

To share the results of my fingerprint based background check with myself for challenge or disputing incorrect information with Montana Criminal Records.

Authorized Agency \_\_\_\_\_

Signature of Applicant \_\_\_\_\_

Date of Birth \_\_\_\_\_

Printed or typed name of applicant \_\_\_\_\_

Date \_\_\_\_\_

Recipient Phone \_\_\_\_\_

## CHAPERONE LETTER OF UNDERSTANDING

I understand that as a chaperone for the Scobey K-12 School District I must adhere to the following rules:

1. I shall not use tobacco products in the presence of students;
2. I shall not consume any alcoholic beverages nor use any illicit drugs during the duration of my assignment as a chaperone, including during the hours following the end of the day's activities for students;
3. I will not encourage or allow students to participate in any activity that is in violation of District policy during the field trip or excursion, including during the hours following the end of the day's activities.

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.

I also understand that, if found to have violated these rules, I may be subject to disciplinary action.

\_\_\_\_\_  
Signature of Chaperone

\_\_\_\_\_  
Date

**SCOBAY SCHOOL DISTRICT**  
**AUTOMATIC EXTERNAL DEFIBRILLATOR**  
**INCIDENT REPORT**

Name of person completing report: \_\_\_\_\_

Date report is being completed: \_\_\_\_\_ Date of Incident: \_\_\_\_\_

Name of patient on which AED was applied: \_\_\_\_\_ Age \_\_\_\_\_

Known status of patient

- Student
- Parent of Student
- Other, explain \_\_\_\_\_

Describe incident: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List series of events from the start of the emergency until its conclusion: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Your Signature: \_\_\_\_\_

Please forward to the Superintendent of Schools no later than forty-eight (48) hours after the incident.

## Operational Services

### Exhibit - School Staff AED Notification Letter

*On District letterhead*

Date:

To: Staff members

Re: Notification to School Staff of the Physical Fitness Facility Medical Emergency Response Instructions and AED Availability

We would like to notify you about our plan for responding to medical emergencies that might occur in our gymnasium or other indoor physical fitness facility. This plan includes access to an Automatic External Defibrillator (AED) in the following locations in these buildings:

Building	Location
_____	_____
_____	_____
_____	_____

The AEDs are strategically placed and readily accessible to predetermined AED users to maximize rapid use. The AED is available during school hours and after school during on-site school activities. The predetermined AED users are school nurses and any other person who has received AED training (American Heart Association, American Red Cross, or equivalent training) and has a completion card on file with the Superintendent.

The following information is posted with each AED:

1. Instructions to immediately call 9-1-1 and instructions for emergency care.
2. A statement that the AED is to be used only by trained users.
3. Instructions for using an AED.

Please contact me if you would like information on becoming a trained AED user. We appreciate your support.

Sincerely,

Superintendent

**Scobey K-12 SCHOOL DISTRICT  
Scobey, Montana**

**AUTOMATIC EXTERNAL DEFIBRILLATOR  
SERVICE LOG**

Date	Inspected and In-Service	Inspected and Out-of-Service	Signature of Designee

Once per month or more often the designee will inspect the AED. If the AED is out-of-service or does not have the appropriate equipment, the designee will contact the Superintendent of Schools or designee immediately.



## Dissemination Log

For national criminal history fingerprint-based background checks under

Date	Person Making Dissemination	Name and Date of Birth on Disseminated Information	Receiving Entity (Name, Phone Number, Person)	Disseminated by Telephone, Fax, Mail or E-mail?	Date Qualified Entity Status Verified by ID

**Instructions:** A log entry must be made every time you share with another qualified entity any information you obtained from a criminal history records check through the Montana Department of Justice (MDOJ) or the FBI. This includes the sharing of "No Record" information. The Dissemination Log must be retained for four (4) years from the date of the entry, and it must be made available to MDOJ and FBI auditors.

**Reminder:** Criminal history record information received from MDOJ or the FBI under NCPA/VCA and/or Public Law 92-544, shall be used or shared only for the screening of current or prospective Montana employees, volunteers, contractors, and/or vendors of QUALIFIED ENTITIES, pursuant to these laws.

2  
3 **Sexual Harassment Reporting/Intake Form for Students**

4 This form is not required. Complaints may be submitted in any manner noted in Policy 3225. The form may be used by the  
5 Title IX Coordinator to document allegations.

6  
7 School \_\_\_\_\_ Date \_\_\_\_\_

8  
9 Student's name \_\_\_\_\_

10  
11 • Who was responsible for the harassment or incident(s)? \_\_\_\_\_

12 \_\_\_\_\_

13  
14 • Describe the incident(s). \_\_\_\_\_

15 \_\_\_\_\_

16 \_\_\_\_\_

17  
18 • Date(s), time(s), and place(s) the incident(s) occurred. \_\_\_\_\_

19 \_\_\_\_\_

20 \_\_\_\_\_

21  
22 • Were other individuals involved in the incident(s)?  yes  no

23 If so, name the individual(s) and explain their roles. \_\_\_\_\_

24 \_\_\_\_\_

25 \_\_\_\_\_

26 \_\_\_\_\_

27  
28 • Did anyone witness the incident(s)?  yes  no

29 If so, name the witnesses. \_\_\_\_\_

30 \_\_\_\_\_

31 \_\_\_\_\_

32 \_\_\_\_\_

33  
34 • Did you take any action in response to the incident?  yes  no

35 If yes, what action did you take? \_\_\_\_\_

36 \_\_\_\_\_

37 \_\_\_\_\_

38 \_\_\_\_\_

39  
40 • Were there any prior incidents?  yes  no

41 If so, describe any prior incidents. \_\_\_\_\_

42 \_\_\_\_\_

43 \_\_\_\_\_

44  
45 Signature of complainant \_\_\_\_\_

46  
47 Signatures of parents/legal guardians \_\_\_\_\_

48 \_\_\_\_\_

49 *Retaliation is prohibited by federal law and district policy. The identity of the individual signing this form will*  
50 *remain confidential in accordance with law and policy.*

2  
3 **Sexual Harassment Reporting/Intake Form for Employees**

4 This form is not required. Complaints may be submitted in any manner noted in Policy 5012. The form may be used by the  
5 Title IX Coordinator to document allegations.  
6

7 School \_\_\_\_\_ Date \_\_\_\_\_  
8

9 Employee's name \_\_\_\_\_  
10

11 • Who was responsible for the harassment or incident(s)? \_\_\_\_\_  
12 \_\_\_\_\_  
13

14 • Describe the incident(s). \_\_\_\_\_  
15 \_\_\_\_\_  
16 \_\_\_\_\_  
17

18 • Date(s), time(s), and place(s) the incident(s) occurred. \_\_\_\_\_  
19 \_\_\_\_\_  
20 \_\_\_\_\_  
21

22 • Were other individuals involved in the incident(s)?  yes  no  
23 If so, name the individual(s) and explain their roles. \_\_\_\_\_  
24 \_\_\_\_\_  
25 \_\_\_\_\_  
26 \_\_\_\_\_  
27

28 • Did anyone witness the incident(s)?  yes  no  
29 If so, name the witnesses. \_\_\_\_\_  
30 \_\_\_\_\_  
31 \_\_\_\_\_  
32 \_\_\_\_\_  
33

34 • Did you take any action in response to the incident?  yes  no  
35 If yes, what action did you take? \_\_\_\_\_  
36 \_\_\_\_\_  
37 \_\_\_\_\_  
38 \_\_\_\_\_  
39

40 • Were there any prior incidents?  yes  no  
41 If so, describe any prior incidents. \_\_\_\_\_  
42 \_\_\_\_\_  
43 \_\_\_\_\_  
44

45 Signature of complainant \_\_\_\_\_  
46

47 *Retaliation is prohibited by federal law and district policy. The identity of the individual signing this form will*  
48 *remain confidential in accordance with law and policy.*